FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF MARCH ,19 89 .

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 0002 .

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 20, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 13, 1989.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Consider appointment of members to Fort Bend Library Board of Trustees.

6. Consider approval of contracts with West Oaks of Fort Bend for counseling services and psychiatric diagnostics at Juvenile Detention.

7. Marsha Gaines, Tax Assessor/Collector, re: approve refunds over $500.

8. Hopie Solomon, Indigent Care Director, re: approval of contracts for SHARE & TERP programs.

9. Consider approval of lease modification for office space for Pct. 4 Justice of the Peace.

10. Consider request for sick leave extension for Drainage District employee.

11. Consider approval of PTI, Inc. contract for development of Kitty Hollow Lake, Pct. 2.

12. Consider amending budget for Pct. 2 Constable; and consider approval of reserve deputy Frank J. Twardowski and approve bond & oath.

13. Consider the rescission of an agreement between First Colony LID and Fort Bend County, consider refunding interin impact fees, and take necessary consideration thereon.

14. Consider releasing cashier's check to Sugarland Properties for completion of an esplanade cut on Austin Parkway, Pct. 4.

15. Consider application from Fort Bend Telephone to lay cable bored under & along Cow Creek Rd., Pct. 2.

16. Consider resolution on abandonment of surplus property as requested by State Dept. of Highways & Public Transportation, Pct. 1.

17. 10:00 a.m. - Hold public hearing to close Rohan Rd. for bridge replacement in Pct. 1, and consider taking action.

18. 10:15 a.m. - Hold public hearing on replat of Oaks of Alcorn, Sec. 1, First Colony, Pct. 4, and consider taking action.

19. 10:30 a.m. - Hold public hearing on partial replat of Sweetbriar Sec.1, First Colony, Pct. 4, and consider taking action.

20. 10:45 a.m. - Hold public hearing on replat of The Greens, Sec. 2-A, Pecan Grove Plantation, Pct. 4, and consider taking action.

21. Authorize advertising for bids for (1) self propelled sweeper, (2) pneumatic roller.

22. Accept or reject bids on the following: (1) rental of copy machines (#89-018); (2) One or more new full-size 1/2 pickup trucks (#89-030); (3) One or more new 1500 gallon asphalt distributor, mounted on a new truck with or without trade-in (#89-031); (4) Purchase of furniture for the County Courts-at-law (#88-55) and furniture for other tenants in Travis Annex (#88-56).

23. Consider authorizing the purchase of pickup trucks from bid #89-30 for Drainage District (funds available).

24. Meet in Closed Session to discuss litigation & land matters (BFI Landfill), as authorized by Art. 6252-17, Sec. 2(e&f), V.T.C.S., and consider taking action.

25. 1:30 p.m. - Open and consider bids for the printing of election ballots for County Clerk (#89-033).

26. Approve bills.

27. Adjournment.

FILED FOR RECORD
TIME 2:45 ~~A.M.~~ P.M.

FEB 16 1989

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, February 16, 1989 at 2:55 p.m. by Nancy Hudson.

REGULAR SESSION

BE IT REMEMBERED That on this 20TH day of FEBRUARY, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF FEBRUARY 13, 1989:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve meeting of February 13, 1989 with corrections to #11 page 2.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve changes in depository pledge contracts with NCNB and SUGAR CREEK BANK. (Recorded in minutes in full)

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out of town travel requests for JUSTICE OF THE PEACE #4, PERSONNEL, TAX ASSESSOR/COLLECTOR, COMMISSIONER PRECINCT #3 & #4 and COUNTY JUDGE. (Recorded in minutes in full)

5. CONSIDER APPOINTMENT OF MEMBERS TO FORT BEND LIBRARY BOARD OF TRUSTEES:

Moved by Commissioner Pressley to appoint LYNN HELM of Sugar Land and SANDRA CABLE of Stafford to serve on the Library Board.

Motion failed due to lack of a second.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Pressley voting no, it is ordered to appoint CHERYL KNOX of Missouri City to serve a one year term ending December 31, 1989 and re-appoint LILLIAN HUMPOLA of Rosenberg to serve a two year term ending December 31, 1990.

2/15/89

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
2/13/89	RELEASE	NCNB	FHLB	313388TJ9	$5000000.00
2/13/89	RELEASE	NCNB	FHLB	313385NR3	$3245000.00
Total:					$8245000.00

2/15/89

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
2/8/89	PLEDGE	NCNB	FHLB	313385MH6	$1060000.00
Total:					$1060000.00

2/15/89

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
2/15/89	RELEASE	SUGAR CR	CITY OF CITIES	385719	$75000.00
2/15/89	RELEASE	SUGAR CR	NORTHBOROUGH	425078	$25000.00
2/15/89	RELEASE	SUGAR CR	CARROLLTON WW	237222	$75000.00
2/15/89	RELEASE	SUGAR CR	HUMBLE ISD	247116	$50000.00
2/15/89	RELEASE	SUGAR CR	TX HOUSING AG	289819	$145000.00
Total:					$370000.00

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Bob Lutts

DATE OF DEPARTURE: February 17, 1989

DATE OF RETURN: February 18, 1989

DESTINATION: Columbia Lakes, Texas

PURPOSE OF TRIP: Future Directions Conference, Greater Fort Bend Economic Development Council

MODE OF TRANSPORTATION: Personal auto

****

DEPARTMENT HEAD APPROVAL: Bob Lutts, Pct. 4 Commissioner
Name & Department

DATE: 2-20-89

Bob Lutts
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2-20-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Jodie E. Stavinoha

DATE OF DEPARTURE: February 21, 1989

DATE OF RETURN: February 22, 1989

DESTINATION: San Antonio, Texas

PURPOSE OF TRIP: Urban Counties Committee Meeting

MODE OF TRANSPORTATION: Personal Auto

****

DEPARTMENT HEAD APPROVAL: Jodie E. Stavinoha, County Judge
Name & Department

DATE: 2-20-89

Signature J. Stavinoha

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

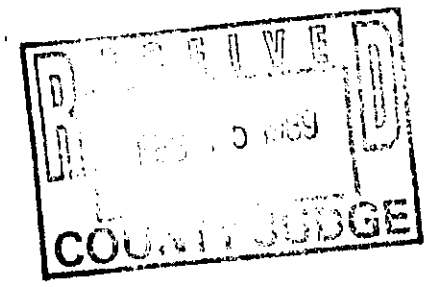
Date 2-20-89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

AS PER ORIGINAL

38 0010



COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure April 4, 1989

Date of Return April 6, 1989

Purpose of Trip: Attorneys General's Conference on Open Government

Places to be Visited: The Stouffer Hotel, Austin, Tx.

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

Name: Alton B. Pressley

Title: Commissioner, Pct. 3

2-14-89
Date

* *

Approved: Commissioners' Court

County Judge

2-20-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

38 0011 19

COUNTY OF FORT BEND

RECEIVED
FEB 16 1989
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

~~Accompanied by~~ For the following persons:

Hortencia Garcia

Period: Date of Departure ~~TUE~~ Tuesday, Feb. 21, 1989

Date of Return Fri. , Feb. 24, 1989

Purpose of Trip: Justice Court Clerk Seminar

Places to be Visited: Houston, Texas

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

Mrs H. Garcia - Chief Clerk.
Name

XXXXXX 2-10-89
Date

Justice of the Peace Pct. 4
Title

* *

Approved: Commissioners' Court

County Judge

2-20-89
Date

1 3 1989

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
FEB 14 1989
COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

Marsha P. Gaines

Period: Date of Departure February 28, 1989

Date of Return March 1, 1989

Purpose of Trip: Legislative Review

Places to be Visited: Austin, Texas

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

Marsha P. Gaines
Name

February 13, 1989
Date

Tax Assessor/Collector
Title

* *

Approved: Commissioners' Court

County Judge

2-20-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 0013

AS PER ORIGINAL

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Richard Selleh

William Thomas

DATE OF DEPARTURE: March 28, 1989

DATE OF RETURN: March 30, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: To attend conference on Public Personnel Management Institute

MODE OF TRANSPORTATION: Personal Auto

****

DEPARTMENT HEAD APPROVAL: _____
Name & Department

DATE: _____

R. Selleh
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2-20-89

(Emergency Approval: _____ Date _____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

38 0014

AS PER ORIGINAL

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Richard Selleh

DATE OF DEPARTURE: April 4, 1989

DATE OF RETURN: April 6, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Attend conference in Austin, Texas on Attorney General's Conference on Open Government -- sponsored by Jim Mattox

MODE OF TRANSPORTATION: Personal Auto

****

DEPARTMENT HEAD APPROVAL: R
Name & Department

DATE: _____

R Selleh
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 2-20-89

(Emergency Approval: _____ Date _____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL 38 0015

FEB 17 1989

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

(1) JUDGE JAMES C. ADOLPHUS

Period: Date of Departure 4 APRIL 89

Date of Return 7 APR. 89

Purpose of Trip: 20 hr. Justice Court SEMINAR

Places to be Visited: North Harris County area

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

Name

15 Feb. 89
Date

Justice of the Peace, Prec. 4
Title

* *

Approved: Commissioners' Court

County Judge

2-20-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

6. CONSIDER APPROVAL OF CONTRACTS WITH WEST OAKS OF FORT BEND FOR COUNSELING SERVICES AND PSYCHIATRIC DIAGNOSTICS AT JUVENILE DETENTION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve contracts with West Oaks of Fort Bend for counseling services and psychiatric diagnostics at Juvenile Detention.

7. MARSH GAINES, TAX ASSESSOR/COLLECTOR, RE: APPROVE REFUNDS OVER $500:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve refund to BRIARGATE TOWNHOUSE HOMEOWNERS ASSN. in the amount of $859.74 as requested by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

8. HOPIE SOLOMON, INDIGENT CARE DIRECTOR, RE: APPROVAL OF CONTRACTS FOR SHARE & TERP PROGRAMS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve contracts for SHARE & TERP programs as requested by Hopie Solomon, Indigent Care Director.

9. CONSIDER APPROVAL OF LEASE MODIFICATION FOR OFFICE SPACE FOR PCT. 4 JUSTICE OF THE PEACE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve lease modification for office space for Precinct 4 Justice of the Peace. (Recorded in minutes in full)

10. CONSIDER REQUEST FOR SICK LEAVE EXTENSION FOR DRAINAGE DISTRICT EMPLOYEE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize up to 12 days sick leave extension for Mike Jankowiak, Drainage District employee as requested by Dan Gerken. (Recorded in minutes in full)

11. CONSIDER APPROVAL OF PTI, INC. CONTRACT FOR DEVELOPMENT OF KITTY HOLLOW LAKE, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve PTI, Inc. contract for development of Kitty Hollow Lake, Pct. 2, totaling $96,000 from grant funds.

12. CONSIDER AMENDING BUDGET FOR PCT. 2 CONSTABLE; AND CONSIDER APPROVAL OF RESERVE DEPUTY FRANK J. TWARDOWSKI AND APPROVE BOND & OATH:

Moved by Commissioner Denham to declare an emergency and amend Constable Precinct #2 1989 budget totaling $33,550.00 as requested by Ray Breeding, Constable #2.

Failed due to lack of a second.

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to approve appointment of Frank J. Twardowski as reserve deputy for Constable Precinct #2 and approve bond & oath. (Recorded in minutes in full)

MARSHA P. GAINES
TAX ASSESSOR/COLLECTOR

MEMO

TO: Judge Jodie Stavinoha
Commissioner R. L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

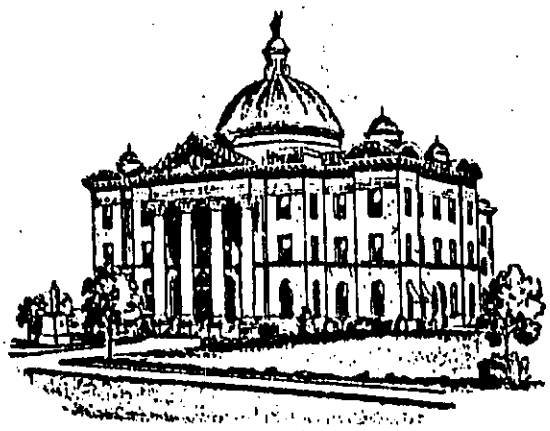
DATE: February 15, 1989

RE: Commissioners Court Agenda

Please place the following item on the agenda for February 20, 1989.

Approve over $500.00 refund.

Briargate Townhouse Howeowners Assn. $859.74
.907-9550-01-000-0000
Value lowered for 1985



ROBERT N. GRAYLESS

COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

DATE: February 1, 1989

TO: Commissioners Court, Fort Bend County

FROM: Robert N Grayless, County Auditor

RE: Property Tax Refunds in excess of $500

In addition to the auditor's approval for a taxing unit, section 31.11 of the Texas Property Tax Code requires the governing body of a taxing unit to also approve refunds in excess of $500 for overpayment or erroneous payment of property taxes.

Before approving a property tax refund, my internal auditing department requires proper documentation from the Tax Office. This procedure is followed on a daily basis. With this documentation in hand, the following amounts have been approved for payment:

BANK ACCOUNT #	PAYEE - PROPERTY ACCT.#	AMOUNT
90-0188-3	Briargate Townhouse Homeowners Assn. 1985 Acct #.907-9550-01-000-0000 Value lowered for 1985	$ 859.74

RG/MH/mh

38 0019

AS PER ORIGINAL

MARSHA P. GAINES
TAX ASSESSOR – COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

ORIGINAL

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

CERTIFICATE OF REDEMPTION

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1985	REDEMPTION	2292	35

ACCOUNT NUMBER	RECEIPT NO.
.907-9550-01-000-0000	0 11134

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS.	TAX RATE	TAX AMOUNT
JILLOW PARK (RES A) SEC 1, IMP				079		69.61
ROVEMENTS ONLY RECREATION AREA				179		11.89
LOWER VALUE TO 26540 S#20				279		12.05
		176,950				
ORIG TAX YEAR = 1985				TOTAL TAX		93.55
		TOTAL TAXABLE VALUE	176,950		PEN&INT	38.35
			OPI 01/03/89		ATNY	19.78
			178298		TOTAL PAID	151.68

WILLOW PARK TOWNHOUSE H O AS

00000

PAID BY
BRIARGATE TOWNHOUSE
HOMEOWNERS ASSOC INC
P.O. BOX 35064
HOUSTON TEXAS 77235

DATE 01/03/89 METHOD PRE-DEPSTD 06/06/88
RECEIVED 01/03/89
6234 & 6280

AS PER ORIGINAL

38 0020

RECEIVED

OCT 1 4 88

TAX A/C

State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor Collector
Collecting Tax For: Fort Bend County
(Taxing Units)
P. O. Box 399, Richmond, Tx 77469
Address
City, State, Zip Code

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name: Willow Park Townhouses H O As
Address: L.C. BOX 35064, HOUSTON, TX. 77235
Telephone Number (if additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: Willow Park (Res A) Sec 1 Improvements Only
Recreation Area
Address or Location of Property:
Account Number of Property: 907-9550-01-000-0000 or Tax Receipt Number: 11134

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. FBC	19 85	6/23 / 19 88	$ 151.68	$ 859.74
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation):
Lower Value to 26540 S#20

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

James Jensen
Signature

10-13-1988
Date of Application for Tax Refund

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer — Date

Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over $500 — Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

REFUND 31 11

38 0021

AS PER ORIGINAL

TAX YEAR(S): ~~85-88~~ 1985/1986 ~~1987, 1988~~ 6/21

CHANGE # Pd 6-23-88 #11134 Supp. # 20

JUN 23 1988

FORT BEND CENTRAL APPRAISAL DISTRICT

Jul #8

PROPERTY TO BE: ADDED ____ CHANGED ✓ DELETED ____

JURISDICTION SUBMITTING CHANGE APPROVED BY HW DATE 6-20-88

NAME CHANGE ✓ ADDRESS CHANGE ✓ EXEMPTION CHANGES:

LEGAL CHANGE ____ VALUE CHANGE ✓ HOMESTEAD ____

ACREAGE CHANGE ____ AG VALUE CHANGE ____ OVER 65 ____

JURISDICTION ____ MISCELLANEOUS ____ DISABILITY ____

DELETE ____ CATEGORY ____ VETERAN ____

ORIGINAL ACCOUNT INFO

ACCT# 9550-01-000-0000-907

PROPERTY I.D. - R # 126654

OWNER WILLOW PARK TOWNHOUSE HOA

ADDRESS % BRIARGATE TOWNHOUSE HOA P.O. BOX 35064 HOU, TX 77235

01	05	07	00	00	01	01	00	00

LEGAL WILLOW PARK RESERVE A. IMPROVEMENTS ONLY RECREATION AREA

ACRES ____

SITUS ____

MAP # ____

NEW ACCOUNT INFO

ACCT# ____

PROPERTY I.D. - R # ____

OWNER BRIARGATE TOWNHOUSE HOA

ADDRESS P.O. BOX 35064 HOUSTON, TX 77235

LEGAL ____

ACRES ____

SITUS ____

MAP # ____

EXPLANATION - SOURCE: PER G.W. DEED 591/631 6-5-73 FROM J.M. JENSEN, PROPERTY MGR. 437 2050 Not Exempt - Figured @ 15% - Per H.W. EXEMPT?

ORIGINAL VALUES		CATEGORY	NEW VALUES		CATEGORY
LAND HS			LAND HS		
LAND NON HS			LAND NON HS		
LAND AG MKT			LAND AG MKT		
LAND AG USE			LAND AG USE		
IMPROVEMENT HS			IMPROVEMENT HS		
IMPROVE.NON HS	176,950	F1	IMPROVE.NON HS	26,540	F1
PERSONAL			PERSONAL		
MINERAL			MINERAL		
RENDERED VALUE			RENDERED VALUE		
HOMESTEAD			HOMESTEAD		
OVER 65	YEAR		OVER 65	YEAR	
FROZEN LEVY			FROZEN LEVY		
DISABILITY			DISABILITY		
VETERAN			VETERAN		

DEPARTMENT / CHANGES MADE:

COM. RES. ____ LAND MS 6/9/88 P.P. ____ MAP JB 6/10/88 SCHOOL

PROPERTY CARD ____ DATA FILE ____ AUDIT ____

SUBMITTED BY: J. Durward CUSTOMER ____

38 0022

AS PER ORIGINAL

Marsha P. Gaines

Tax Assessor-Collector

COUNTY OF FORT BEND

RECEIVED
OCT 14 88
TAX A/C

A F F I D A V I T

I, Briargate Townhouse Homeowners Assoc. as Owner

relinquish all rights to the 1985 Fort Bend County Receipt 11134, account .907-9550-01-000-0000, with legal description known as Willow Park (RES A) Sec 1 Improvements Only in Recreation Area.

The reason for the return of this receipt is because a/an

_XXXX__Change Order from Central Appraisal District

_____Erroneous Payment

_____Other(explain)_____

Signature James M. James

Date October 12, 1988

Notary Nikki Selby

Please Print Name NIKKI SELBY

Notary Public for the State of Texas
My Commission Expires 2-15-91

Expiration of Commission

NOTARY PUBLIC STATE OF TEXAS

P.O. Box 399 Richmond, Texas 77469 (713) 342-3411

38 0023

#8

SHARE Program Agreement Between
Fort Bend County Welfare Department
and Houston Lighting & Power Company

Houston Lighting & Power Company (hereafter referred to as HL&P) offers its customers an opportunity to contribute to an energy assistance program (SHARE) intended to help needy persons who reside in HL&P's service area pay their electric service bills. All amounts received by HL&P from customers in Fort Bend County in any calendar month as contributions to the energy assistance program along with funds contributed by HL&P will be paid over to Fort Bend County Welfare Department, a Fort Bend County social service agency, (hereafter referred to as Fort Bend County Welfare Department) within thirty (30) days of receipt. Customers will be invited to participate by simply overpaying their bills by one dollar ($1.00). Larger gifts are acceptable and may be sent directly to HL&P or Fort Bend County Welfare Department, but in either event, checks should be made payable to Fort Bend County Welfare Department.

The energy assistance will be made available to those people sixty-two (62) years of age or older on low income, and special hardship cases. Criteria may be changed later if gifts to the program are adequate or if community needs should change. The assistance rendered under the program is intended to be for payment of electric service bills only. Fort Bend County Welfare Department will have total discretion in determining when needs exist.

HL&P will be responsible for soliciting the contributions from its customers and the general public. Fort Bend County Welfare Department may retain up to 10% of the contributions forwarded to it in order to cover its administrative cost associated with the program. HL&P will not retain any contributions to cover its planning, implementation and administrative costs associated with its responsibilities in the program.

HL&P recommends that Fort Bend County Welfare Department follow similar qualification guidelines used by federal and state programs to disburse funds for energy assistance programs. Fort Bend County Welfare Department will be responsible for taking applications, deciding who qualifies and how much assistance will be granted, administering the program and disbursing the money. HL&P will have the right to audit the disbursements made by Fort Bend County Welfare Department. All funds, except those used for administrative costs as defined herein, paid over to Fort Bend County Welfare Department will be deposited in a separate bank account, with the withdrawal of such funds restricted to drafts for payment of electric service bills, and Fort Bend County Welfare Department will forward copies of the bank statements for such account by the tenth business day of each month. To:

Houston Lighting & Power Company
P. O. Box 1700
Houston, Texas 77001
ATTENTION: Georgeanna Kennedy

Fort Bend County Welfare Departments' year end SHARE account balance should not exceed $3,600.00. Should there be more funds available than qualified applicants, either larger payments will be made on the October and November bills or the amount above the agreed maximum balance may be recovered and sent to another SHARE agency for distribution.

The program is not intended to replace any existing program or funding source, whether public or private, but is to be supplemental to presently available services. This Agreement may only be amended by written approval of both parties.

Either party may discontinue its participation in the program, at any time and for any reason, by giving thirty (30) days prior written notice to the other party. All notices to be given hereunder shall be by certified or registered mail, addressed to the proper party, at their respective address:

Houston Lighting & Power Company
P. O. Box 1700
Houston, Texas 77001

Fort Bend County Welfare Department
P.O. Box 368
Richmond, Texas 77469

AGREED TO BY:

ATTEST:

Fort Bend County Welfare Department

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

HOUSTON LIGHTING & POWER COMPANY

ATTEST:

By: _____
Martha Medina Gonzalez
Manager, Public Relations

By: _____

Title: _____

Date: _____

Date: _____

38 0025

AS PER ORIGINAL

Reconciliation Summary of HL&P *Share Program 1983 - 1988

YEAR	RECEIVED DOLLARS	DISBURSEMENT DOLLARS	APPLICANTS SERVED
1983	$ 21,487.00	$ 19,308.01	499
1984	23,780.00	23.424.46	587
1985	22,906.00	24,527.19	622
1986	26,100.00	21,100.15	553
1987	25,348.50	27,457.11	868
1988 *	45,446.64	48,047.31	1,114
	$ 165,068.14	$ 163,864.23	4,243
*EA Special Fund included	5,500.00	5,500.00	54

Indicators: Dollars received since program inception has increased each year alone with disbursement except for 1986 when disbursement and applicants decreased largely due to hardship cases transferred under another program.

There are a number of applicants we are not able to service and the numbers are not available as to how many.

#9 38 0026

LEASE MODIFICATION AGREEMENT #1

THIS LEASE MODIFICATION AGREEMENT #1 is made this 18th day of January, 1989, by and between Sugar Mill Plaza, as Landlord and Fort Bend County, as Tenant.

W I T N E S S E T H:

THAT, WHEREAS, by Lease dated November 25, 1985, (hereinafter referred to as "Lease"), Landlord leased to Tenant a portion of certain real property situated in the City of Sugarland, County of Fort Bend, State of Texas, which property is more particularly described in the Lease and on which property has constructed a shopping center known as Sugar Mill Plaza Shopping Center.

WHEREAS, it is the mutual desire of the parties hereto to amend the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree, to and with each other, as follows:

FIRST: The Term of the Lease is hereby extended from January 1, 1989 to December 31, 1993.

SECOND: The Guaranteed Minimum Rental shall be as follows:

Rental	$1,662.60 per month
Estimated Common Area Maintenance and Water	300.00 per month
Total	$1,962.60 per month

THIRD: That except as herein modified, all other portions of the Lease shall remain in full force and effect and that all of the terms, covenants, agreements and obligations of this Lease Modification Agreement #1 shall extend to and bind and inure to the benefit of the successors and/or assigns of said parties hereto.

FOURTH: At the anniversary date of each lease year, Tenant may cancel said lease with sixty (60) days written notice to Landlord only in the event that Tenant acquires facilities for the centralization of county offices or in the event that the Fort Bend Count Commissioner's Court discontinues funds from the county budget for the Office of Justice of the Peace Precinct No. 4.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Modification Agreement #1 as of the day and year first above written.

LANDLORD:

SUGAR MILL PLAZA

By: _____
Rod Barry, Managing Partner

TENANT:

FORT BEND COUNTY

By: _____

Name: JODIE E. STAVINOHA

Title: COUNTY JUDGE

10

38 0026 A

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

February 14, 1989

To: Members of Commissioners Court

From: Richard Selleh - Personnel Director

Subject: Extended Sick Leave for Drainage District Employee

Enclosed is a copy of a letter from Mr. Daniel Gerkin, Drainage District Department Head asking for extended sick leave for one of his employees. Mr. Mike Jankowiak started work for the County on September 6, 1983. This would qualify him for twelve work days extended sick leave. This time would cover his expected absence from work.

On January 6, 1989 before his illness, Mr. Jankowiak had 117.18 hours of vacation and 68.41 hours of sick time to his credit. To cover the February 17th pay roll period, he will be 35.99 hours short.

Personnel has no performance evaluations in Mr. Jankowiak's personnel file so I have accept Mr. Gerken's statement that he is a good conscientious worker.

Need 34 hrs

38 0027

COUNTY OF FORT BEND

Drainage District

Engineering / Administration
P.O. Box 1028 / 3417 Avenue F
Rosenberg, Texas 77471
342-2863

February 14, 1989

Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

Mr. Richard Selleh
Fort Bend County Personnel Department
P. O. Box 326
Richmond, Texas 77469

Re: Request for extended sick leave for Mike Jankowiak

Dear Richard:

Mike Jankowiak has been employed with the Drainage District since November 1, 1983 (5 years, 3 months) as a heavy equipment operator. Mike operates a large crawler tractor with dozer blade used to spread and shape spoil dirt.

On January 17, 1989 Mike entered the hospital to undergo (emergency) surgery to remove an abcessed cyst on the rectal area. As of this date Mike has not been released from the doctor's care to continue his duties. According to Mike, it will probably be February 27, 1989 or after before he is released. All sick time and vacation has been used as of February 13, 1989.

Mike has always been a consciencious worker and does not abuse sick time, therefore, I respectfully request, on Mike's behalf, the necessary extended sick time until his release.

Sincerely,

Daniel E. Gerken

Daniel E. Gerken, P.E.
Drainage District Manager/Engineer

DEG/jm

AS OF 2/17/89 VAC 45.17 SICK 1.93
4.15 2.76
49.32 4.69

25 hrs

County Clerk
11

CIVIL • STRUCTURAL • MECHANICAL • SANITARY • ENVIRONMENTAL • ELECTRICAL • TRANSPORTATION
ENERGY • ARCHITECTURAL • CONSTRUCTION MANAGEMENT • ANALYTICAL LABS

#11

AS PER ORIGINAL

38 0028

PTI, INC.
ENGINEERS, ARCHITECTS, PLANNERS
HOUSTON OFFICE
2925 BRIARPARK DRIVE
SUITE 1280
HOUSTON, TEXAS 77042
713-266-6145

February 16, 1989

Mr. Ben G. Denham, Commissioner
Precinct 2, Fort Bend County
P. O. Box 249
Fresno, Texas 77545

Re: Agreement for Engineering Services for
Proposed Kitty Hollow Park
Fort Bend County, Texas

Dear Commissioner Denham:

Enclosed are two (2) copies of Agreement for Engineering Services on the above referenced project.

We are in the process of developing a detailed schedule for implementation of the project through the Construction Phase.

If you should have any questions, please do not hesitate to call.

Sincerely,

David L. Collins, P.E., R.P.S.
Vice President

DLC/ehh

CIVIL • STRUCTURAL • MECHANICAL • SANITARY • ENVIRONMENTAL • ELECTRICAL • TRANSPORTATION
ENERGY • ARCHITECTURAL • CONSTRUCTION MANAGEMENT • ANALYTICAL LABS

PTI, INC.
ENGINEERS, ARCHITECTS, PLANNERS
HOUSTON OFFICE
2925 BRIARPARK DRIVE
SUITE 1280
HOUSTON, TEXAS 77042
713-266-6145

EXHIBIT "A"
SCOPE OF SERVICES

July 14, 1988

Mr. Ben G. Denham, Commissioner
Precinct 2, Fort Bend County
P.O. Box 249
Fresno, Texas 77545

Re: Proposed Kitty Hollow Park
Fort Bend County, Texas

Dear Commissioner:

This letter is a confirmation of the intent of PTI Incorporated, Engineers, Architects, and Planners to assist you in developing the necessary documents for submission to the Texas Parks and Wildlife Department for securing a grant for the above referenced project.

In order to expedite and facilitate your request for funding, PTI will develop needed preliminary plans and cost studies, with the understanding that reimbursement is contingent upon funding from the State.

The development of Grant Package is broken down into the following phases.

	Phase	Fee
1.	Master Plan	$ 2,000.00
2.	Detailed Site Plan	$ 4,000.00
3.	Construction Document and Specifications	$90,000.00

Based on our previous meeting and work sessions, it is our understanding that PTI, Inc. will provide all design services for the initial phase and all subsequent phases.

38 0030

#12/a

CATG	DESCRIPTION	Present Budget	Addt'l Needed	Revised Budget
0201	Temporary or Extra Help	3399.00	1000.00	4399.00
*	Summer Hire Program in conjunction with High School			
0300	Social Security	7866.00	76.00	7942.00
0701	Conferences/Seminars/Training	500.00	300.00	800.00
*	(TCLEOSE Requirements places additional training on reserve officers, and 40 extra training hours yearly for each full time officer.			
1010	Property and Equipment	1000.00	20650.00	21650.00
*	4-Light Bars 1700 (4 patrol cars) Door Emblems 1800 2-Car Radios 1500 2-Cages 350 Computer w/printer 3000 2-Modems 500 Typewriter 600 1-Scanner w/2 speakers 350 1-Base Station w/3 speakers 1000 5-Handheld 2-way radios w/chargers & extra battery 2700/set 1-Wall Key Map (Ft. Bend Co.) 100 5-Key Maps (FBC) 140 2-Key Maps (HC) 43 3-Rechg. Flashlights w/chargers 240 1-Fingerprint kit 50 1-Insta. Camera 50 ~~2-Cars/used DPS 7500~~			
1062	Office Supplies	2000.00	4000.00	6000.00
	$2000 was used last year to supply the Needville Office, therefore, it will more than likely take the same amount to supply it this year. The Mo. City Office will need the same supplies. Also, changing all forms, letterheads, etc. to read Ray Breeding is an additional cost.			
2000	Utilities	6000.00	6000.00	12000.00
	The Needville Office spent $6000 last year on utilities, it's only common sense that the Mo. City Office will need the same amount, if not more, due to the fact it is larger.			
3020	Rentals	4100.00	8000.00 -5476	12100.00
	Needville Rent per year 3000 ~~Mo. City Rent per year 5476~~ already amended 2/6/89 Water Fountain per year 300 Pager's per year 324 Copier per year 3000			
4010	Fees and Services	1758.00	2800.00	4558.00
*	Membership Dues 200 Maid Service 2000 Misc. Emergcy. Exp. 500			

(* ADDITIONAL EXPENSES NOT IN BUDGET)

4011	Uniforms		500.00	2500.00	3000.00
*	5 Paid employees (3 each)	1395			
	Shoulder Patches	260			
	Badges (Reg & Res)	896			
	I.D. Cards (Reg & Res)	99			
	5 hats @ $61.00	305			
		2950			
7006	Tires and Tubes		800.00	400.00	1200.00
	$200.00 each added to accommodate 2 additional vehicles				
7020	Repairs to Radios		0.00	800.00	800.00
*	Request New Line Item (I would like to keep repairs to radios separate.)				
	10 hours labor	300			
	materials	500			
		subtotal	27923.00	46526.00	74449.00
	(delete 1010/cars)			(-7500.00)	(- 7500.00)
		TOTAL	27923.00	39026.00	66949.00

-5476.00

(* ADDITIONAL EXPENSES NOT IN BUDGET)

**NOT PRESENTLY IN BUDGET

I plan to operate full time patrol service (24 hours daily) starting on May 1st (to coincide with closing of the schools for summer vacation) to help in curbing the yearly rash of residential and business burglaries. All County Cars will be on duty (driven by both Reserves & Paid Officers), ~~but the paid officers (including myself) who have fully equipped personal patrol vehicles will be given car allowances.~~

2 cars - (Damon/Guy/Needville) ----------
2 cars - (Missouri City/Blueridge/Sugarland) -- we already have these.
1 car - (Arcola/Fresno/Teal Run/Vicksburg)----
1 car - (Rosenberg/Beasley/Kendleton)---------- we have requested in this budget $7500 to purchase 2 used DPS vehicles.

38 0032

AS PER ORIGINAL

12/B

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

February 8, 1989

Mr. Ray Breeding
Constable Precinct Two
8923 Main Street
Needville, Tx 77461

Dear Mr. Breeding:

I have completed my background and work history checks on Mr. Frank Twardowski.

At his last position with Houston Baptist University Mr. Twardowski was promoted to Sergeant. His superior, Chief Lopez did not endorse the promotion and as a result there was alot of conflict between the two men. Chief Lopez did not recommend my hiring Mr. Twardowski. I called Mr. Twardowski who was honest and straight forward in answering my questions. The staff under Chief Lopez had 100 percent turnover in a one year period. I called Mr. Randy Marshall who was there at this time working for Chief Lopez and with Mr. Twardowski. Mr. Marshall said Mr. Twardowski was a good officer and he would be happy to serve with him again. All other responses on Mr. Twardowski were positive. I have no problem with you giving Mr. Twardowski a chance in your deparment.

Sincerely,

Richard Selleh

Richard Selleh
Personnel Director
Fort Bend County

cc: Commissioner Ben Denham
County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Alton Pressley
Commissioner Bob Lutts

...ECK QUARTER OF CLASS IN ...ICH YOU STOOD

IN HIGH SCHOOL ☐ TOP ☐ 2ND ☐ 3RD ☒ LAST

IN COLLEGE/TRADE OR BUSINESS SCHOOL ☐ TOP ☐ 2ND ☒ 3RD ☐ LAST

...T SPECIAL ACADEMIC HONORS AND SOCIETIES; SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH ...DICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN) Houston Baptist University Police officers Association - PRESIDENT.

...JECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER

...SSES/LEISURE TIME INTEREST Fishing and Hunting, Photography

38 0033

7—B—011

Merchants BONDING CO. — Mutual —

TX 411413

6000 N. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752-4497

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, Frank J. Twardowski, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Constable Precinct 2, his successors in office, in the sum of[2] Two Thousand and NO/100----------($ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than $10,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the Sixteenth day of February, 19 89, duly Appointed (Elected - Appointed) to the office of deputy in and for[3] Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as deputy aforsaid, and shall[4] then this obligation to be void, otherwise to remain in full force and effect.

Dated this Sixteenth day of February, 19 89.

Frank J. Twardowski
Frank J. Twardowski Principal

MERCHANTS BONDING CO. (Mutual)
By [signature]
Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss.

Before me, Stan Migura on this day personally appeared Frank J. Twardowski known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Stafford, Texas

this 16th day of February, 19 89.

Stan Migura
Fort Bend County, Texas.

SEAL

273—CP—1000 RETURN TO BOND FILE

13. CONSIDER THE RESCISSION OF AN AGREEMENT BETWEEN FIRST COLONY LID AND FORT BEND COUNTY, CONSIDER REFUNDING INTERIN IMPACT FEES, AND TAKE NECESSARY CONSIDERATION THEREON:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to postpone until March 6, 1989.

14. CONSIDER RELEASING CASHIER'S CHECK TO SUGARLAND PROPERTIES FOR COMPLETION OF AN ESPLANADE CUT ON AUSTIN PARKWAY, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to release cashier's check in the amount of $2,000 to Sugarland Properties for completion of an esplanade cut on Austin Parkway, Pct. 4. (Recorded in minutes in full)

15. CONSIDER APPLICATION FROM FORT BEND TELEPHONE TO LAY CABLE BORED UNDER & ALONG COW CREEK RD., PCT. 2:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to approve application from Fort Bend Telephone to lay cable bored under & along Cow Creek Rd., Pct. 2. (Recorded in minutes in full)

16. CONSIDER RESOLUTION ON ABANDONMENT OF SURPLUS PROPERTY AS REQUESTED BY STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION, PCT. 1:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to postpone until February 27, 1989.

17. 10:00 A.M. -HOLD PUBLIC HEARING TO CLOSE ROHAN RD., FOR BRIDGE REPLACEMENT IN PCT. 1, AND CONSIDER TAKING ACTION:

No public comments.

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to close Rohan Rd. from February 20 thru 23 for bridge replacement in Pct. 1.

18. 10:15 A.M-HOLD PUBLIC HEARING ON REPLAT OF OAKS OF ALCORN, SEC. 1 FIRST COLONY, PCT. 4, AND CONSIDER TAKING ACTION:

Randy Riley representing Sugarland Properties, Inc. discussed purpose of replat.

No court action.

19. 10:30 A.M.-HOLD PUBLIC HEARING ON PARTIAL REPLAT OF SWEETBRIAR SEC.1, FIRST COLONY, PCT.4, AND CONSIDER TAKING ACTION:

Randy Riley representing Sugarland Properties, Inc. discussed purpose of replat.

No court action.

38 0035/3

COUNTY OF FORT BEND

Drainage District

Daniel E. Gerken, P.E.
Manager / Engineer

Engineering / Administration
P. O. Box 1028 / 3417 Avenue F
Rosenberg, Texas 77471
342-2863

Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

February 16, 1989

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

Re: Refund of prepaid impact fees to First Colony Levee Improvement District (FCLID)

Dear Sirs:

As suggested in the letter of February 9, 1989 from Larry Wagenbach, and as discussed in closed session, the prepaid impact fees from FCLID are recommended to be refunded. Refunding the fees will eliminate the many questions revolving around the agreement, questions concerning the disposition of the spoil dirt and interference by private concerns. The refunded impact fees will be collected eventually as the properties within FCLID are platted.

At this time, it is unknown whether the total committed local funds of two million dollars ($2,000,000.00) must be available as cash on hand prior to the loan closing date or if certification from Commissioners Court that the Drainage District will make these funds available when necessary is adequate committment. The project is estimated to take three (3) years to complete.

Attached is a tabulation of funds and line items from which funds might be obtained.

As tabulated, if the Drainage District must have the total $2,000,000 in cash on hand, there is a $557,693.60 shortfall. If all that is needed is a certification that funds will be made available, the $557,693.60 could be budgeted in the 1990 budget.

This project and the agreement will be discussed in closed session on February 20, 1989.

If you need additional information, please call.

Sincerely,

Daniel E. Gerken

Daniel E. Gerken, P.E.
Drainage District Manager/Engineer

DEG/jm
attachment
cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4
Larry Wagenbach, Assistant District Attorney

FLATBANK, MIDDLE OYSTER CREEK AND STAFFORD RUN CAPITAL IMPROVEMENT PROJECT

LOCAL FUNDS COMMITTED	
Drainage District	$1,000,000
Pre-paid Impact Fees	$1,000,000
	$2,000,000

FUNDS AVAILABLE FOURTH QUARTER 1988 REPORT AND 1989 BUDGET	
Flatbank Creek Fund #77	$312,343.14
Flatbank Creek Line Item 1989 Budget	$500,000.00
Fees and Services Line Item 1989 Budget (Budgeted for first year debt service)	$400,000.00
Impact Fee Funds #75 (All fees collected to 12/31/88 plus interest)	$747,757.01
	$1,960,100.15
Invoices Paid to Date	$ 382,206.25
Total Project Funds	$2,342,306.40
Refund to FCLID	($ 900,000.00)
Available Toward Project	$1,442,306.40

Committed Local Funds	$2,000,000.00
Available After Refund	$1,442,306.40
SHORTAGE	($ 557,693.60)

38 0037

#14

COUNTY OF FORT BEND

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

LETTER OF TRANSMITTAL

38 0038

AS PER ORIGINAL

DATE 2-16-89 JOB NO.
ATTENTION Dianne Wilson
RE: Agenda Item: 2-20-89

TO FBC Clerks

WE ARE SENDING YOU ☑ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	11-14-88		Sugarland Properties - Release of Cashier's Check.

THESE ARE TRANSMITTED as checked below:

☐ For approval
☑ For your use
☐ As requested
☐ For review and comment
☐ FOR BIDS DUE _____ 19_____

☐ Approved as submitted
☐ Approved as noted
☐ Returned for corrections
☐ _____

☐ Resubmit ____ copies for approval
☐ Submit ____ copies for distribution
☐ Return _____ corrected prints

☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Please release the attached cashier's check #9457 to Sugarland Properties, 1250 Shoreline Dr., Ste 360 Sugar Land, Tx. 77478.

COPY TO file

SIGNED: Ron D. Drachenberg, ap.

If enclosures are not as noted, kindly notify us at once.

38 0039

COUNTY OF FORT BEND

Engineering Department

AS PER ORIGINAL

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

PIPELINE PERMIT RELEASE FORM

I M.S. [illegible] as representative for (Precinct 4), (Drainage District) have inspected the project under Permit # 80987 and find it meets plans and specifications as presented in the permit. I hereby authorize the release of the (performance bond), (letter of credit), (cashier's check), (personal check), (other), (circle one) for said permit in the amount of $ 2,000.

DATE 2/15/89

38 0040

AS PER ORIGINAL

FDIC

Texas Commerce Bank

NATIONAL ASSOCIATION
P.O. BOX 5010
SUGAR LAND, TEXAS 77478-5010

Nº 009457

REMITTER Sugar Land Properties Sugar Land

CASHIER'S CHECK

A 60 day waiting period and an indemnifying Bond may be required to replace this check.

DATE 11-8-88

$**2,000.00**

PAY TO THE ORDER OF **Ft. Bend County**

mgm

(TWO SIGNATURES REQUIRED OVER $10,000.00)

⑈009457⑈ ⑆113112759⑆ ⑈000⑉0018⑈

AS PER ORIGINAL

11-14-88

(20) CONSIDER APPLICATION FROM SUGARLAND PROPERTIES INC. TO ENLARGE EXISTING ESPLANADE OPENING WITHIN AUSTIN PARKWAY, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve application from Sugarland Properties Inc. to enlarge existing esplanade opening within Austin Parkway, Pct.4. Performance bond in the amount of $2,000 were presented to Commissioners Court. (Recorded in minutes in full)

(21) CONSIDER APPROVING PLAT FOR HARD ROCK JOINT VENTURE, PCT.2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until a later date.

22. ACCEPT RELEASE OF EASEMENT FROM H.L.& P. ON 47 ACRES OF LAND ADJACENT TO LANDFILL:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to release easement from H.L.& P. on 47 acres of land adjacent to landfill. (Recorded in minutes in full)

23. CONSIDER AWARDING BIDS FOR THE FOLLOWING: (1) MOWING SERVICES FOR COUNTY RIGHT-OF-WAYS (#89-001); (2) MILK FOR JAIL & JUVENILE DETENTION (#89-002); (3) PAVEMENT MARKINGS THROUGHOUT FORT BEND COUNTY (#89-003); (4) OFFICE SUPPLIES (#89-004):

Mowing services for county right-of-ways:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to MORTON BROS. & ZOMALT ENTERPRISES for mowing services for county right-of-way. (Recorded in minutes in full)

Milk for jail & juvenile detention:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to SCHEPPS DAIRY for milk for jail & juvenile detention at .18 per ½ pint. (Recorded in minutes in full)

Pavement markings throughout Fort Bend County:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to PAIGE BARRICADES in the amount of .065 per linear foot for pavement markings throughout Fort Bend County. (Recorded in minutes in full)

Office supplies:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to INTERNATIONAL BUSINESS CONSUMABLES for office supplies at 43.875 % discount. (Recorded in minutes in full)

24. ADOPT 1989 BUDGETS FOR FORT BEND COUNTY & FORT BEND COUNTY DRAINAGE DISTRICT:

Move by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to adopt 1989 budgets for Fort Bend County with exclusion of a position for Fire Marshall/Emergency Management Dept., and transfer the $12,000 into contingency fund and adopt 1989 Fort

38 0042

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)

AS PER ORIGINAL
H-040-5903-61

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 80487

Formal notice is hereby given that Sugarland Properties, Inc.*, propo
to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or acro
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	Cas

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Enlarge existing esplanade opening within Austin Parkway right-of-way approximately 420' west of the intersection of Mesquite Drive and Austin Parkway.

The location and description of the proposed installation and appurtenances is more fully s on the attached plans and drawings. (Plans and drawings of proposed installation and appur ances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, date the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

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

COMPANY NAME: Lichliter/Jameson & Assoc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week

James B. Snell
(Signature)

NAME & TITLE James B. Snell
Project Manager
(Please Print)

DATE: September 13, 1988
ADDRESS 11111 Brooklet Dr., Suite 100
(Street/P.O. Box)

Houston, Texas 77099-3596
City

15

38 0043

AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of February, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Co. dated 2-2-89, permit no. 81015 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shields, 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

returned to Ft Bend Telephone 2/21/89

Appl. # 81015

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

2-16-89
Date

_____ (1) Complete Application Form

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

_____ b. Map or plat showing course of direction

_____ c. Plans and specifications

_____ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

38 0045

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81015

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

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

Road or ~~Ditch~~ Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
COW CREEK RD.	2,419' FROM COW CREEK @ MEYER STUHRENBERG	60'	X			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
COW CREEK RD.	2,419' FROM COW CREEK @ MEYER STUHRENBERG	1,252' SOUTH	1,252'

General Description

FORT BEND TELEPHONE CO. TO PLACE A BURIED LINE ON COW CREEK RD. SEE ATTACHED SHEETS FOR DETAILS

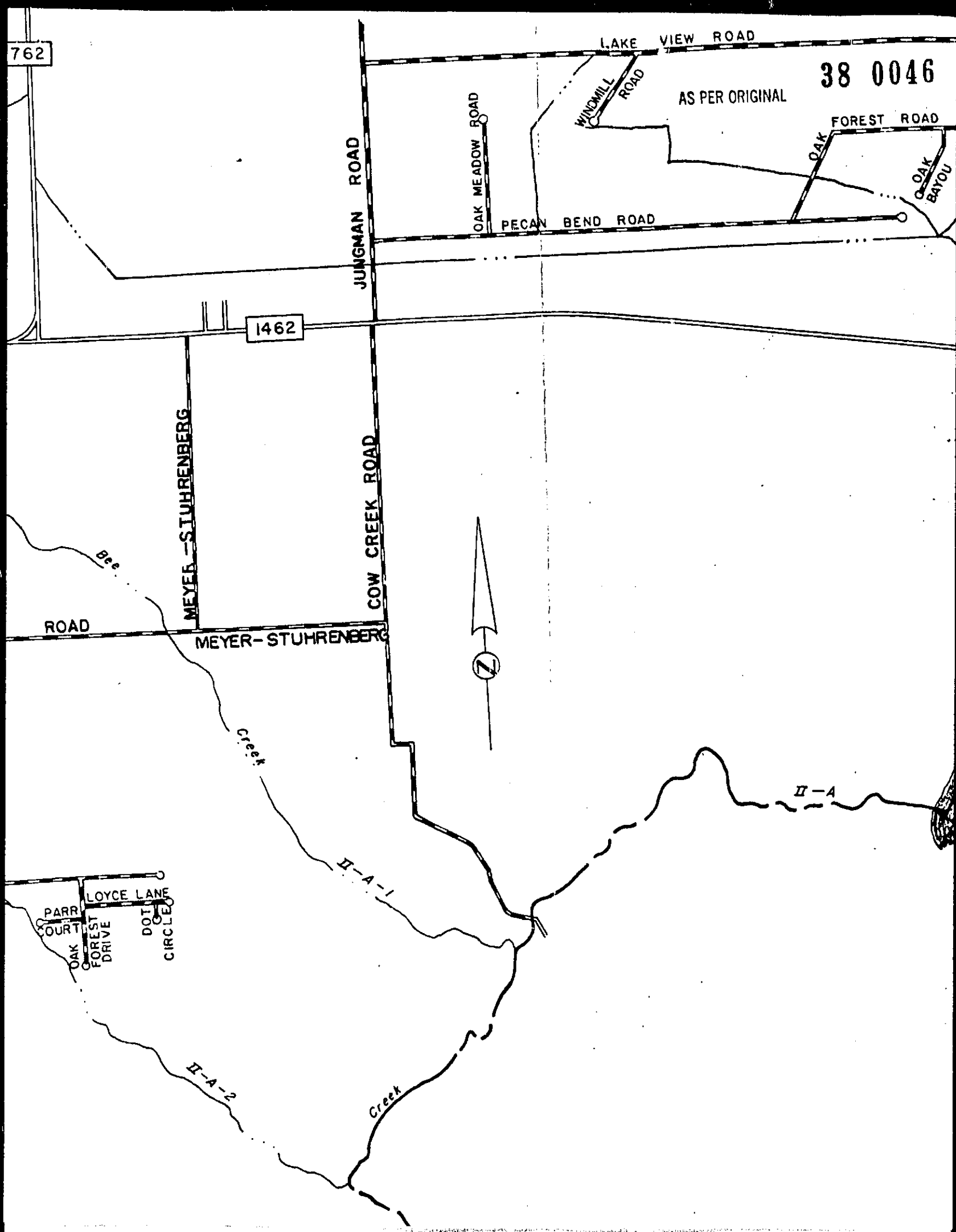
The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject 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

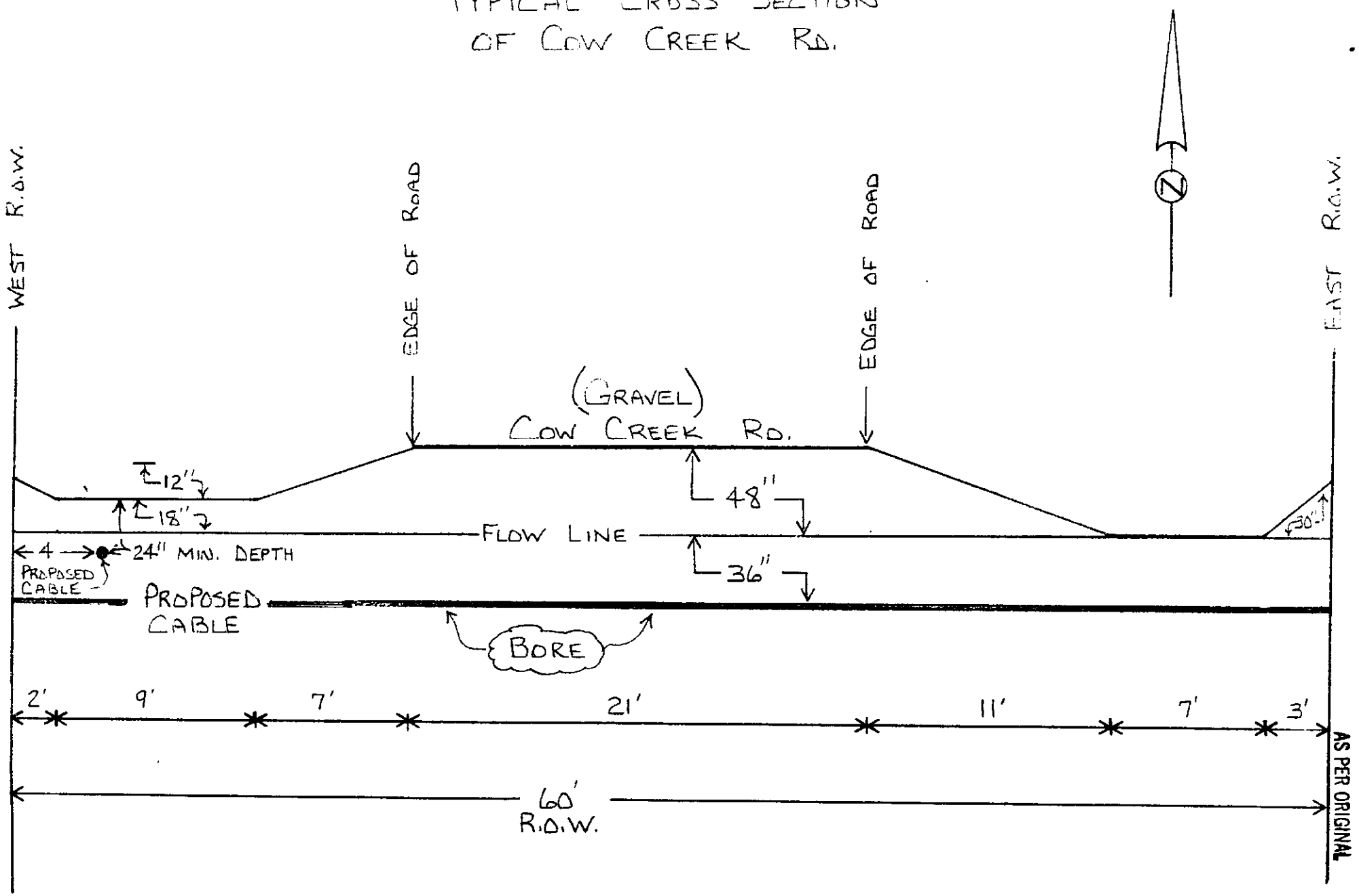
Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-~~2863~~ 3039

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:
Kenny Smerek
(Signature)
NAME & TITLE KENNY SMEREK ENGINEER
(Please Print)
DATE: FEB. 2, 1989
ADDRESS 24403 Roesner Rd.
(Street/P.O. Box)
Katy, Tx. 77450
City State Zip
TELEPHONE NO: 713-392-9701


762
LAKE VIEW ROAD
38 0046
AS PER ORIGINAL
WINDMILL ROAD
OAK MEADOW ROAD
FOREST ROAD
OAK
OAK BAYOU
PECAN BEND ROAD
JUNGMAN ROAD
1462
MEYER-STUHRENBERG
COW CREEK ROAD
Bee
ROAD
MEYER-STUHRENBERG
N
Creek
II-A
II-A-1
LOYCE LANE
PARR
COURT
OAK
FOREST DRIVE
DOT
CIRCLE
II-A-2
Creek

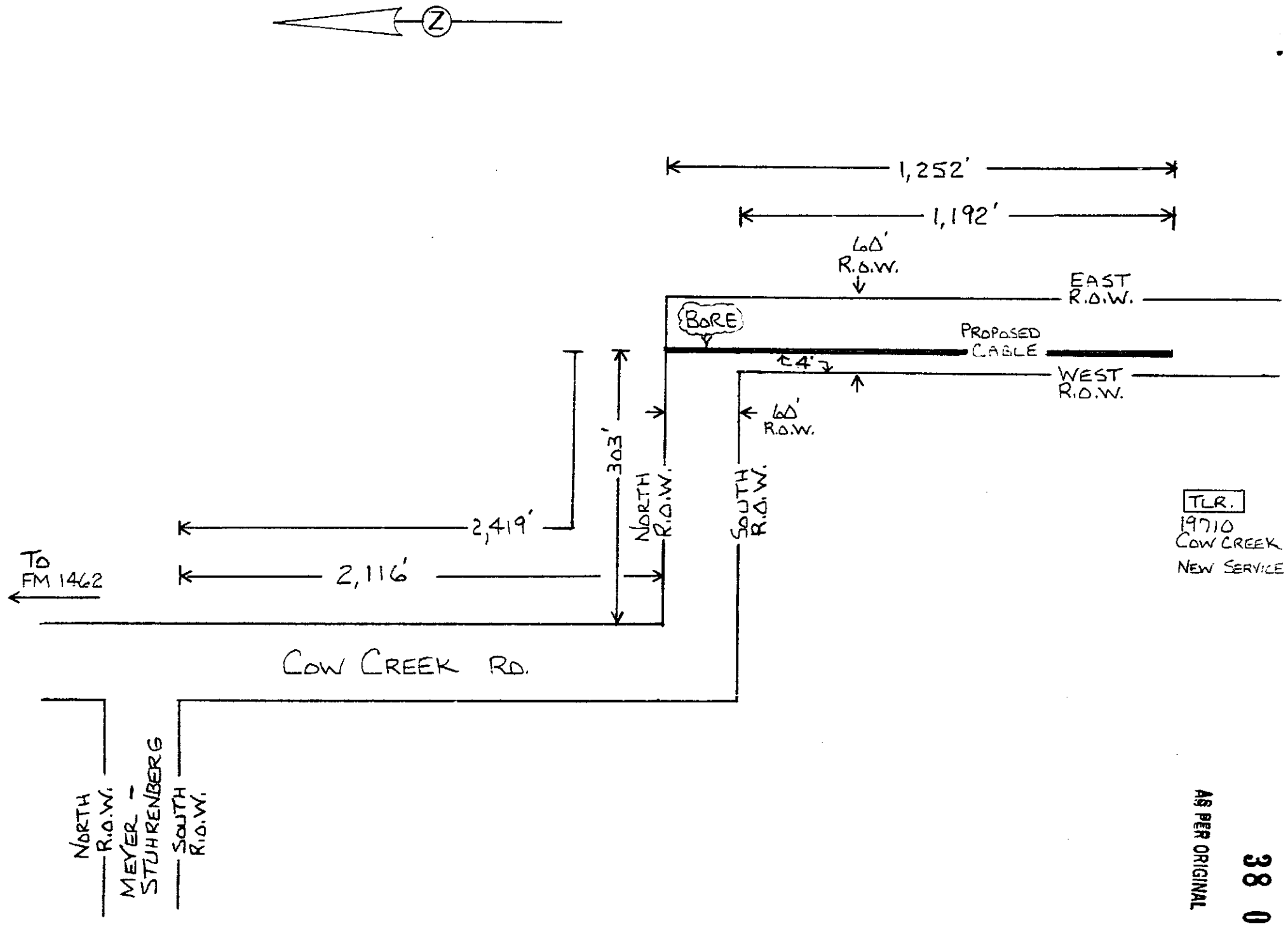
TYPICAL CROSS SECTION OF COW CREEK RD.



AS PER ORIGINAL

38 0047

TITLE PROFILE OF COW CREEK RD.	SCALE: 1" = 6' DRAWN BY: K.S. DATE: 2-3-89	EXCHANGE: PECAN BEND COUNTY: FORT BEND	FORT BEND TELEPHONE CO. 24463 ~~22433~~ ROESNER RD. KATY, TEXAS 77450 ENGINEERING DEPARTMENT



TLR.
19710
COW CREEK
NEW SERVICE

AS PER ORIGINAL

38 0048

TITLE PLACE PROPOSED ON COW CREEK RD.	SCALE: N.T.S. DRAWN BY: K.S. DATE: 2-3-89	EXCHANGE: PECAN BEND COUNTY: FORT BEND	FORT BEND TELEPHONE CO. 24403 ~~22403~~ ROESNER RD. KATY, TEXAS 77450 ENGINEERING DEPARTMENT

20. 10:45 A.M.-HOLD PUBLIC HEARING ON REPLAT OF THE GREENS, SEC. 2-A, PECAN GROVE PLANTATION, PCT. 4, AND CONSIDER TAKING ACTION:

Bobby Jones representing Pecan Grove Association discussed purpose of replat.

Vernon Lasch - homeowner of The Greens request purchase of a portion of Lot 23 at a fair market value.

No court action.

21. AUTHORIZE ADVERTISING FOR BIDS FOR (1) SELF PROPELLED SWEEPER, (2) PNEUMATIC ROLLER:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to advertise for bids for self propelled sweeper and pneumatic roller.

22. ACCEPT OR REJECT BIDS ON THE FOLLOWING: (1) RENTAL OF COPY MACHINES (#89-018); (2) ONE OR MORE NEW FULL-SIZE 1/2 PICKUP TRUCKS (#89-030); (3) ONE OR MORE NEW 1500 GALLON ASPHALT DISTRIBUTOR, MOUNTED ON A NEW TRUCK WITH OR WITHOUT TRADE-IN (#89-031); (4) PURCHASE OF FURNITURE FOR THE COUNTY COURTS-AT-LAW (#88-55) AND FURNITURE FOR OTHER TENANTS IN TRAVIS ANNEX (#88-56):

Accept or reject bids on rental of copy machines:

John Hammett, Purchasing Agent request all copy machine bids be rejected and re-advertise under new specification.

Joe Grooms, Jr. representing Konica Business Machines submitted a letter making reference to Konica's notes in the original bid.

Hal Grady representing Southwest Copier object to the letter from Konica.

Moved by Commissioner Pressley to postpone for research by legal counsel. Failed due to lack of a second.

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject all copy machine bids (89-018), rewrite the specs and readvertise. (Recorded in minutes in full)

Accept or reject bids for one or more new full-size 1/2 pickup trucks:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to BARRETT GMC TRUCKS in the amount of $9,691.00 (base) for one full-size 1/2 pickup trucks. (Recorded in minutes in full)

Accept or reject one or more new 1500 gallon asphalt distributor, mounted on a new truck with or without trade-in:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reject all bids and readvertise for same. (Recorded in minutes in full)

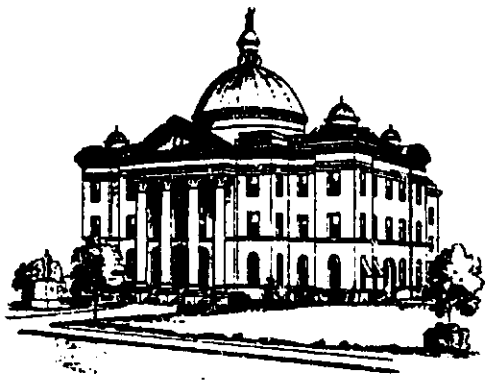
Accept or reject purchase of furniture for the County Courts-at-Law:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to award bid for purchase of furniture for the County Courts-at-Law, County Clerk, Justice of the Peace

22/1

38 0050

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

February 15, 1989

Each Member
Commissioners Court
Fort Bend County, Texas

Re: Copy Machine Rental - Bid #89-018.

Dear Judge Stavinoha and Commissioners,

Please find copies of the following documents attached:

1. Page 12 of the bid from Konica Business Machines.
2. Letter - Southwest Copiers, Inc. February 9, 1989.
3. Bid Tabulation of Bid #89-018.

On item 1 above, page 12 of Konica's bid, please note that they have added 2 stipulations which were not in the specifications. Had we included those 2 items in the specs I feel sure that other vendors would have been able to offer lower prices for their services. To accept their bid as written would be inviting trouble; I recommend that the Commissioners Court consider rejecting the bid.

On item 2 above Southwest Copiers, on February 10th, advised the four County Commissioners and myself of their intent to withdraw 15 copiers which the County now rents from that firm; there was no explanation. The withdrawal of those 15 copiers would leave the county seriously handicapped. I recommend that the Commissioners Court consider rejecting the bid from Southwest Copiers based upon the above reason.

In addition to the above, on Thursday, February 9th, we learned that, unbeknownst to us, at least 3 of the copiers on our bid were already on rental agreements (from Southwest Copiers) signed by County Officials (Judge Dickerson, District Clerk, and EMS). These copiers must be removed from the bid invitation. We have asked for copies of any other agreements the vendor may have with the County.

Item 3 above is a tabulation of the bids we opened on February 6th. The total monthly bid cost was determined by multiplying the cost per copy offered by the vendor times the number of copies we expect each department to make in a month. Our expectations are based upon historical data provided us by each user. Please note that the 3rd low bidder is at least $20,000 more per year than we want to pay.

Based upon the entire picture above I recommend that the Commissioners Court reject all bids, authorize a re-write of the specifications to exclude those copiers now under contract, and to re-advertise for bids based upon the revised specifications.

Sincerely yours,

John J. Hammett

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
2 - 6 - 89	89-018	1 - 23 - 89	12	12

24. PERSONNEL
500 LIBERTY
RICHMOND, TEXAS

a. One (1) copier with Automatic Document Feeder.
b. Copies per minute: 25.
c. Estimated monthly usage: 10,000.
d. Reduction and enlargement mode.
e. Automatic paper selection.
f. Automatic exposure control.
g. Paper sizes: 8.5" x 11" to 11" x 17".
h. LIST MAKE AND MODEL (Must be stated): Konica/Royal 2803ZMR/ADF/Stand
i. BID PRICE, COST PER COPY, ALL INCLUSIVE: $0.021*.

REFERENCES:			
1. Memorial Hospital Systems	Ruth Moore	776-6917	Ok
2. Internal Revenue Service	Juliet Hinojosa	953-6103	Ok
3. Rockwell Shuttle Operations	John Miller	282-4235	Ok

NOTE: THE POWER REQUIREMENTS FOR THE MODELS BID ARE:
KONICA/ROYAL 1602MR/1803ZMR/2203ZMR/2290/2803ZMR/3290: 115V,15A
KONICA/ROYAL 4003ZMR: 115V,15A DEDICATED LINE
KONICA/ROYAL 5503ZMR: 115V.20A DEDICATED LINE (NEMA 5-20R,20A, 125V, Dual Receptacle)

Not on specs

NOTE THE COST PER COPY BID PRICE OF $0.021 IS WITH A MONTHLY MINIMUM BILLING OF 130,000 COPIES AGGREGATE. [redacted]
THE COST PER COPY BID PRICE INCLUDES ONGOING TRAINING AT ALL LOCATIONS AT ALL TIMES.

*IF A MACHINE(S) IS TERMINATED, THERE WILL BE A REMOVAL CHARGE OF $60.00 PER LOCATION.

If we permit this to one bidder we must grant it to all bidders.

INITIALS OF BIDDER: [illegible] DATE: 1/27/89

Item 1

38 0053

AS PER ORIGINAL

Southwest Copiers Inc.
909 Sixth Street
Rosenberg, Texas 77471
(713) 342-8253

February 9, 1989

Fort Bend County
Courthouse
Richmond, Texas 77469

County Judge Jodie Stavinoha:

This serves as cancellation notice on the following rental copiers, effective March 1st, 1989:

1.	Model - 4003	Department -	Adult Probation;
2.	130		Constable Precinct # 1
3.	2502		District Attorney;
4.	2502		District Attorney;
5.	2803		District Attorney;
6.	2803		District Clerk;
7.	4003		Extension Service;
8.	2502		Sheriff's Department;
9.	4003		Sheriff's Department;
10.	1602		Sheriff's Department;
11.	2502		Law Academy;
12.	2502		Personnel Department;
13.	1803		Commissioner Precinct 1;
14.	1602		Treasurer;
15.	2502		Welfare Department.

Sincerely;

Hal B. Grady

Hal B. Grady - President
Southwest Copiers, Inc.

Rec'd 2-10-89
4:30 PM

HBG/lk

Copies to:
John Hammett;
Bud O'Shields;
Ben Denham;
Bob Lutts;
Alton Presley

Item 2

MEETING THE OFFICE COPIER NEEDS OF TODAY

38 0054

AS PER ORIGINAL

Put Back

RENTAL OF COPY MACHINES FOR FORT BEND COUNTY
BID #89-018

COMPANY	TOTAL MONTHLY BID PRICE FOR TWENTY FOUR (24) MACHINES	REFERENCES SUBMITTED	INSTALLATION OR REMOVAL	COST 12 MONTHS PLUS INSTALLATION AND REMOVAL (24 MACHINES)	REMARKS
KONICA BUSINESS MACHINES 10161 HARWIN DRIVE, SUITE 117 HOUSTON, TEXAS 77036	$3,528.00	YES	$60.00	$45,216.00	MINIMUM OF $2,730/MONTH
SOUTHWEST COPIERS, INC. 909 6TH STREET ROSENBERG, TEXAS 77471	$4,790.00	YES	$0.00	$57,480.00	
MINOLTA BUSINESS SYSTEMS 2872 ANTOINE HOUSTON, TEXAS 77092	$6,501.60	YES	$100.00	$80,419.20	
ALLSTATE COPY SYSTEMS, INC. 9818 WILCREST HOUSTON, TEXAS 77099	$6,634.31	YES	$34.00	$80,427.72	
COPITECH PLUS, INC. 5875 WEST 34TH ST. HOUSTON, TEXAS 77092	$8,232.00	YES	$0.00	$98,784.00	
MONROE SYSTEMS FOR BUSINESS 9488 KIRBY HOUSTON, TEXAS 77054	$9,835.00	YES	$50.00	$119,220.00	
GLOBAL SERVICES, INC. P.O. BOX 14689 HOUSTON, TEXAS 77221-4689	$4,872.00	NO	$75.00	$59,364.00	DOES NOT MEET SPECIFICAITONS (REFERENCES)
GLOBAL SERVICES (ALTERNATE P.O. BOX 14689 HOUSTON, TEXAS 77221-4689	ALTERNATE BID DOES NOT MEET SPECIFICATIONS: MACHINES DO NOT HAVE AUTO PAPER SELECT AND AUTO ZOOM AS REQUIRED; REFERENCES NOT SUBMITTED AS REQUIRED.				

Item 3

Copy Machines Under Rental Agreements

Dept	Monthly Rent	Expiration
Tax Office, 1st Floor	200.00	11-23-89
Tax Office, Basement	150.00	11-23-89
EMS	195.00	4-10-90
District Clerk	375.00 Thru May	5-14-90
Emergency Management	150.00	7-31-90
Judge Dickerson	235.00 Thru Aug	8-16-90

38 0056 22/,

Konica

February 20, 1989

Fort Bend County Commissioners Court
500 Jackson Street
Richmond, Texas 77469

Dear County Judge and Commissioners:

Per the Terms and Conditions on page one (1) of your Bid #89-018 for photocopiers, Konica Business Machines U.S.A., Inc. requests that our attachments on page twelve (12) referring to minimum billings and removal charges be deleted from our offer in their entirety. As your Bid Terms and Conditions states that "unsolicited attachments will be discarded", we hereby withdraw these terms.

Konica's response to your Bid #89-018 complies with your Bid's Terms and Conditions in their entirety, and as low bidder, we hereby request that Bid #89-018 be awarded to our company.

Sincerely,

Joe Grooms, Jr.
Branch Sales Manager

cc: John Sandberg
Vice President Legal Counsel

KONICA BUSINESS MACHINES U.S.A., INC.
10161 HARWIN DRIVE • SUITE 117 • HOUSTON, TEXAS 77036 • 713-995-0643 • FAX 713-995-9834

22/4

PURCHASE OF FURNITURE FOR THE COUNTY COURTS-AT-LAW LOCATED IN THE NEW WILLIAM B. TRAVIS COURTHOUSE ANNEX, RICHMOND, TEXAS. BID #88-55

INDEX

DEPARTMENT AND LOCATION	PAGE NUMBER
COUNTY COURT-AT-LAW #2, JURY ROOM - ROOM #310A	1
COUNTY COURT-AT-LAW #2, JUDGE'S OFFICE - ROOM #316	2
COUNTY COURT-AT-LAW #2, COFFEE BAR - ROOM #317	3
COUNTY COURT-AT-LAW #2, RECEPTION AREA - ROOM #318	4
COUNTY COURT-AT-LAW #1 AND #2, COMPUTER ROOMS - ROOM #320 & 328	5
COUNTY COURT-AT-LAW #1 AND #2, WAITING ROOM - ROOM #323	6
COUNTY COURT-AT-LAW #1, COURT COORDINATOR - ROOM #324	7
COUNTY COURT-AT-LAW #1, COURT REPORTER - ROOM #327	8
COUNTY COURT-AT-LAW #1, RECEPTION AREA - ROOM #330	9
COUNTY COURT-AT-LAW #1, JUDGE'S OFFICE - ROOM #331	10
COUNTY COURT-AT-LAW #1, CONFERENCE ROOM - ROOM #332	11
COUNTY COURT-AT-LAW #1, COFFEE BAR - ROOM #333	12
COUNTY COURT-AT-LAW #1, JURY ROOM - ROOM #337	13
COUNTY COURT-AT-LAW #1, COURTROOM - ROOM #340	14 THRU 15
COUNTY COURT-AT-LAW #1, BAILIFF - ROOM #341	16
COUNTY COURT-AT-LAW #1 AND #2, CENTRAL JURY ROOM - ROOM #346A	17
DEPUTY CLERK, PROBATION OFFICE - ROOM #354	18
COUNTY COURT-AT-LAW #1 AND #2, ATTORNEY/CLIENT CONFERENCE - ROOM #355	19
COUNTY COURT-AT-LAW #2, COURTROOM - ROOM #357	20 THRU 21

38 0057

AS PER ORIGINAL

1. DEPARTMENT AND LOCATION: COUNTY COURT-AT-LAW #2, JURY ROOM - ROOM #310A

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	TABLE, CONFERENCE, BOAT SHAPED, 48"D X 144"W X 29"H DROEMER 48-144 LAMINATE: WILSONART GUNSTOCK WALNUT	$440.47/EA.	$459.00/EA.	NO BID	NO BID
B.	14	CHAIRS, EXECUTIVE, MEDIUM BACK. UNITED FM-11. BASE/FRAME: CHAR-BROWN MATTE. UPHOLSTERY: AM28 ROSE MIX.	NO BID	$245.46/EA.	NO BID	NO BID
			440.47	3436.44		

TOTAL ALL FURNITURE: $59,645.49

AS PER ORIGINAL

38 0058

2. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #2, JUDGE'S OFFICE, ROOM #316

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	SOFA, 76"W X 35"D X 35-1/2"H. ESTATE HOUSE. VINYL: 216B WINE TO MATCH CHAIRS.	NO BID	*$657.45/EA.	NO BID	NO BID
B.	3	CHAIRS HIGH POINT. VINYL: 216B WINE.	NO BID	$268.12/EA.	NO BID	NO BID
C.	1	TABLE, MAGAZINE, 22" X 44" X 16". KIMBALL 9200 SERIES, TT2-2244 WSW.	NO BID	$239.03/EA.	NO BID	NO BID
D.	1	TABLE, CORNER, 26" X 26" X 19". KIMBALL 9200 SERIES, TT2-2626 WJW.	NO BID	$196.91/EA.	NO BID	NO BID
				1,897.75		

*VINYL NOT AVAILABLE: BIDDING LUI MAUVE FABRIC.

AS PER ORIGINAL

38 0059

3. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #2, COFFEE BAR - ROOM #317

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	TABLE, LAMINATE, WITH CHROME BASE 24"D X 48"L LAMINATE: WILSONART WILDROSE.	$125.16/EA.	$107.60/EA.	NO BID	NO BID
B.	3	CHAIRS, TUBULAR 16"W X 20-1/2"D X 34-1/2"H. CE-25 BENTWOOD STYLE. FRAME: CHROME. VINYL: SPECTRA SP-1 GUNMETAL.	NO BID	$63.18/EA.	NO BID	NO BID
				297.14		

38 0060

AS PER ORIGINAL

4. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #2, RECEPTION AREA - ROOM #318

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	DESK, SINGLE PEDESTAL, LEFT, 60" X 30" X 30". DMI 7336-380. FINISH: CLASSIC WALNUT.	NO BID	$375.00/EA.	$447.85/EA.	NO BID
B.	1	RETURN, RIGHT, SECRETARIAL 43" X 21" X 27". DMI 7336-389. FINISH: CLASSIC WALNUT.	NO BID	$243.00/EA.	$288.34/EA.	NO BID
C.	1	CREDENZA, KNEEHOLE, 66" X 20" X 30", TWO FILE DRAWERS; TWO UTILITY DRAWERS; PULLOUT COMPUTER KEYBOARD SHELF IN KNEEHOLE. DMI 7336-21. FINISH: CLASSIC WALNUT.	NO BID	$458.25/EA.	$539.88/EA.	NO BID
D.	1	TABLE, PRINTER, 30" X 24" X 29", THREE SLOTS FOR PAPER FEED, TWO SHELVES FOR PAPER STACK AND STORAGE. DMI 7336-12. FINISH: CLASSIC WALNUT.	NO BID	$194.50/EA.	$233.13/EA.	NO BID
E.	2	FILES, LATERAL, 32" X 19" X 30". DMI 7336-15. FINISH: CLASSIC WALNUT.	NO BID	$270.75/EA.	$320.25/EA.	NO BID
F.	4	CHAIRS, GUEST, 24"W X 27" D X 35-1/2"H. PAOLI 511-1. FINISH: #45 CONTEMPO WALNUT. FABRIC: R-24094 RUBY.	NO BID	$205.00/EA.	NO BID	$259.86/EA.
G.	1	TABLE, CORNER, 26" X 26" X 19". KIMBALL TT2-2626 WJW. FINISH: EARLY WALNUT.	NO BID	$196.91/EA.	NO BID	NO BID
H.	1	CHAIR, POSTURE, SECRETARIAL, W/5 STAR BASE AND CARPET CASTERS. PAOLI 170-4. FRAME: #45 CONTEMPO WALNUT. FABRIC: R-23487 BURGUNDY.	NO BID	$147.50/EA.	NO BID	$190.86/EA.
				2,976.66		

AS PER ORIGINAL

38 0061

5. DEPARTMENT/LOCATION: COUNTY COURTS-AT-LAW #1 AND #2, COMPUTER ROOMS - ROOM #320 & 328

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	4	TABLES, LAMINATE, 72"W X 30"D X 27-1/2"H. DROEMER R7230. LAMINATE: WILSONART W313A-6 GUNSTOCK WALNUT.	$277.00/EA.	$270.00/EA.	$295.18/EA.	NO BID
B.	2	CHAIRS, SWIVEL, POSTURE, SECRETARIAL, W/5 STAR BASE AND CARPET CASTERS. PAOLI 170-4. BASE: #45 CONTEMPO WALNUT. FABRIC: R-23487 BURGUNDY.	NO BID	$147.50/EA.	NO BID	$190.86/EA.
C.	4	CHAIRS, ARM, W/TUFTED BACK AND NAILHEAD TRIM, WITH CARPET CASTERS. PAOLI 257-7. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$205.00/EA.	NO BID	$259.86/EA.

2,195.00

AS PER ORIGINAL

38 0062

6. DEPARTMENT/LOCATION: WAITING ROOM, (UTILIZED BY BOTH COURTS) - ROOM #323

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	2	SOFAS, W/TUFTED BACK 86"W X 34"D X 37"H. PAOLI 753-1 TRADITIONAL. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$820.75/EA.	NO BID	$1,018.86/EA.
B.	2	TABLES, CORNER, 26" X 26" X 19". KIMBALL TT2-2626 WJW. FINISH: EARLY WALNUT.	NO BID	$196.91/EA.	NO BID	NO BID
				2,035.32		

38 0063

AS PER ORIGINAL

7. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, COURT COORDINATOR - ROOM #324 (REV. 2-16-89)

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	TABLE, PRINTER, 30" X 24" X 29", W/THREE SLATS FOR PAPER FEED, 2 SHELVES FOR PAPER STACK AND PAPER STORAGE. DMI 7336-12. FINISH: CLASSIC WALNUT.	NO BID	$194.50/EA.	$233.13/EA.	NO BID
B.	1	CREDENZA, 66" X 20" X 30", WITH KNEEHOLE SPACE, TWO FILE DRAWERS, TWO UTILITY DRAWERS, PULLOUT COMPUTER KEYBOARD SHELF IN KNEEHOLE. FINISH: CLASSIC WALNUT.	NO BID	$485.25/EA.	$539.88/EA.	NO BID
C.	1	CHAIR, POSTURE, SECRETARIAL, W/T STAR BASE AND CARPET CASTERS. PAOLI 170-4. FRAME: #45 CONTEMPO WALNUT. FABRIC: R-23487 BURGUNDY.	NO BID	$147.50/EA.	NO BID	$190.86/EA.
				827.25		

AS PER ORIGINAL

38 0064

8. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, COURT REPORTER - ROOM #327

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	2	CHAIRS, ARM, W/TUFTED BACK AND NAILHEAD TRIM. PAOLI 257-7. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$205.00/EA. 410.00	NO BID	$259.86/EA.

AS PER ORIGINAL

38 0065

9. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, RECEPTION AREA - ROOM #330

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	DESK, SINGLE PEDESTAL, RIGHT, 60" X 30" X 30". DMI 7336-20. FINISH: CLASSIC WALNUT.	NO BID	$375.00/EA.	$539.88/EA.	NO BID
B.	1	RETURN, LEFT, SECRETARIAL 43" X 21" X 27". DMI 7336-399. FINISH: CLASSIC WALNUT.	NO BID	$243.00/EA.	$539.88/EA.	NO BID
C.	1	CREDENZA, KNEEHOLE, 66" X 20" X 30", TWO FILE DRAWERS; TWO UTILITY DRAWERS; PULLOUT COMPUTER KEYBOARD SHELF IN KNEEHOLE. DMI 7336-21. FINISH: CLASSIC WALNUT.	NO BID	$458.25/EA.	$539.88/EA.	NO BID
D.	1	TABLE, PRINTER, 30" X 24" X 29", THREE SLOTS FOR PAPER FEED, TWO SHELVES FOR PAPER STACK AND STORAGE. DMI 7336-12. FINISH: CLASSIC WALNUT.	NO BID	$194.50/EA.	$233.13/EA.	NO BID
E.	2	FILES, LATERAL, 32" X 19" X 30" DMI 7336-15. FINISH: CLASSIC WALNUT.	NO BID	$270.75/EA.	$325.15/EA.	NO BID
F.	4	CHAIRS, GUEST, 24"W X 27" D X 35-1/2"H. PAOLI 511-1. FINISH: #45 CONTEMPO WALNUT. FABRIC: R-24054 BERRY.	NO BID	$205.00/EA.	NO BID	$259.86/EA.
G.	1	TABLE, CORNER, 26" X 26" X 19". KIMBALL TT2-2626 WJW. FINISH: EARLY WALNUT.	NO BID	$196.91/EA.	NO BID	NO BID
H.	1	CHAIR, POSTURE, SECRETARIAL, W/5 STAR BASE AND CARPET CASTERS. PAOLI 170-4. FRAME: #45 CONTEMPO WALNUT. FABRIC: R-23487 BURGUNDY.	NO BID	$147.50/EA.	NO BID	$190.86/EA.
				2,976.66		

AS PER ORIGINAL

38 0066

10. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, JUDGES OFFICE - ROOM #331 (REV. 2-16-89)

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	SOFA, W/TUFTED BACK AND NAILHEAD TRIM. PAOLI 753-1 FRAME: #45 CONTEMPO WALNUT. VINYL: E-24211 WALNUT.	NO BID	$820.75/EA.	NO BID	$1,018.86/EA.
B.	4	CHAIRS, ARM W/TUFT BACK AND NAILHEAD TRIM, W/CARPET CASTERS. PAOLI 267-7. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24211 WALNUT.	NO BID	$205.00/EA.	NO BID	$259.86/EA.
				1640.75		

38 0067

AS PER ORIGINAL

11. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, CONFERENCE ROOM - ROOM #332

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	TABLE, CONFERENCE, 84"D X 42"W X 30"H. DMI 7336-05. LAMINATE: CLASSIC WALNUT.	NO BID	$444.50/EA.	$526.38/EA.	NO BID
B.	6	CHAIRS, ARM, W/TUFTED BACK AND NAILHEAD TRIM, WITH CARPET CASTERS. PAOLI 257-7. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$205.00/EA.	NO BID	$259.86/EA.
				1,674.50		

AS PER ORIGINAL

38 0068

12. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, COFFEE ROOM - ROOM #333 (REV. 2-16-89)

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	TABLE, LAMINATE, WITH CHROME BASE 24"D X 48"L LAMINATE: WILSONART WARNSHADOW.	$125.16/EA.	$110.00/EA.	NO BID	NO BID
B.	2	CHAIRS, TUBULAR 16"W X 20-1/2"D X 34-1/2"H CE-25 BENTWOOD STYLE. FRAME: CHROME. VINYL: SPECTRA SP-1 GUNMETAL.	NO BID	$63.18/EA.	NO BID	NO BID
				236.36		

AS PER ORIGINAL

38 0069

13. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, JURY ROOM - ROOM #337

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	TABLE, CONFERENCE, BOAT SHAPED, 48"D X 144"W X 29"H DROEMER 48-144 LAMINATE: WILSONART GUNSTOCK WALNUT	$440.47/EA.	$459.00/EA.	$456.18/EA.	NO BID
B.	14	CHAIRS, EXECUTIVE, MEDIUM BACK W/CARPET CASTERS. UNITED FM-11. BASE/FRAME: CHAR-BROWN MATTE. UPHOLSTERY: AM28 ROSE MIX.	NO BID	$245.46/EA.	$286.05/EA.	NO BID
			440.47	3,436.44		

38 0070

AS PER ORIGINAL

14. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, COURTROOM - ROOM #340

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A. 13	CHAIRS, JURY SEATING: APPROVED BY COMMISSIONERS COURT 2-13-89.				
B. 1	CHAIR, HIGH BACK, TILT/SWIVEL, 5 STAR BASE, W/CARPET CASTERS, 27"W X 31-1/2"D X 42-1/2"H (ADJ.), JUDGE'S CHAIR. GREGSON 563 HB FRAME/BASE: MEDIUM OAK. LEATHER: 341-52 ROYAL.	NO BID	$1,056.00/EA.	NO BID	NO BID
C. 1	CHAIR, POSTURE, CLERICAL, WITH CARPET CASTERS, COURT REPORTER'S CHAIR. PAOLI 170-4. BASE: MEDIUM OAK 75 FABRIC: MAHARAM M400201/29 OPALINE NYLON "OTTOMAN" 54"W.	NO BID	$212.50/EA.	NO BID	$267.63/EA.
D. 2	CHAIR, TILT/SWIVEL, 5 STAR BASE, WITH CARPET CASTERS, BALIFF AND CLERK SEATING. PAOLI 249-4. FRAME/BASE: MEDIUM OAK 75 FABRIC: MAHARAM M400201/29 OPALINE, NYLON "OTTOMAN" 54"W.	NO BID	$287.50/EA.	NO BID	$357.63/EA.
E. 4	CHAIR, SIDE, WITH CARPET CASTERS, ATTORNEY/CLIENT SEATING. PAOLI 248-7. FRAME: MEDIUM OAK 75. VINYL: PAOLI "E" GRADE GLAZED, SAPPHIRE.	NO BID	$182.50/EA.	NO BID	$231.63/EA.
F. 4	CHAIR, SIDE, SPECTATOR SEATING. PAOLI 248-1. FRAME: MEDIUM OAK 75. VINYL: PAOLI "E" GRADE GLAZED, SAPPHIRE.	NO BID	$165.00/EA.	NO BID	$210.63/EA.
			3,233.50		

AS PER ORIGINAL

38 0071

COUNTY COURT-AT-LAW #1, COURTROOM - ROOM #340 (CONTINUED #14).

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
G. 1	PODIUM, PORTABLE, LAMINATE, WITH CARPET CASTERS, 18" X 24" X 45". DROEMER. LAMINATE: NEVAMAR S-3-30T, TEXTURED GROTTO.	$258.18/EA.	$228.00/EA.	$215.28/EA.	NO BID
H. 1	EASLE, CLARIDGE #105.	NO BID	$90.00/EA.	$79.75/EA.	NO BID
				295.03	

AS PER ORIGINAL

38 0072

15. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, BAILIFF, ROOM #341.

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	DESK, SINGLE PEDESTAL, 30" X 46" X 29", W/CENTER DRAWER (LOCKING), PEDESTAL CONTAINING ONE BOX DRAWER AND ONE FILE DRAWER. DROEMER P4630. LAMINATE: WILSONART GUNSTOCK WALNUT.	$284.02/EA.	$283.87/EA.	$259.66/EA.	NO BID
B.	1	CHAIR, SWIVEL TILT, W/5 STAR BASE & CARPET CASTERS. PAOLI 512-5 TRADITIONAL. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$315.00/EA.	NO BID	$390.63/EA.
				315.00	259.66	

38 0073

AS PER ORIGINAL

16. DEPARTMENT/LOCATION: CENTRAL JURY ROOM (UTILIZED BY BOTH COUNTY COURTS-AT-LAW) - ROOM #346A (REV. 2-16-89)

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	80	CHAIR, STACKING, 24-1/2" X 22-1/2" X 31-1/2". PAOLI #509-1. FRAME: #45 CONTEMPO WALNUT. FABRIC: D 28045 MAUVE.	NO BID	$150.00/EA.	NO BID	$192.63/EA.
B.	2	TABLE, FOLDING 30" X 72" X 29" WALNUT PLASTIC LAMINATE TOP; BLACK MATTE ENAMEL APRON; TUBULAR. HOWE #1200 SERIES.	NO BID	$249.18/EA.	NO BID	NO BID

12,498.36

AS PER ORIGINAL

38 0074

17. DEPARTMENT/LOCATION: DEPUTY CLERK - PROBATION OFFICE, ROOM #354

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A. 2	TABLES, CONFERENCE, 84" X 42" X 30". DMI 7336-05. FINISH: CLASSIC WALNUT.	NO BID	$444.50/EA.	$526.38/EA.	NO BID
B. 15	CHAIRS, GUEST, W/UPHOLSTERED BACK & SEAT, NAILHEAD TRIM, 24"W X 24"D X 30"H, WITH CARPET CASTERS. PAOLI 281-7. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$149.00/EA.	NO BID	$192.63/EA.
			3,124.00		

AS PER ORIGINAL

38 0075

18. DEPARTMENT/LOCATION: ATTORNEY-CLIENT CONFERENCE, (UTILIZED BY BOTH COURTS) ROOM #355 (REV. 2-16-89)

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	6	TABLE, LAMINATE, 24"D X 48"W X 29"H DROEMER 4828 TB. LAMINATE: WILSONART GUNSTOCK WALNUT.	$91.16/EA.	$80.00/EA.	$191.61/EA.	NO BID
B.	18	CHAIR, POSTURE, CLERICAL, W/CARPET CASTERS. PAOLI 170-4. BASE: #45 CONTEMPO WALNUT. FABRIC: MANHARAM OTTOMAN M400201/07 MAUVE.	NO BID	$212.50/EA.	NO BID	$267.63/EA.
C.	2	PANELS, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA AP2468AN. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$211.71/EA.	NO BID	NO BID
D.	15	PANELS, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA AP3668AN. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$260.92/EA.	NO BID	NO BID
E.	5	PANELS, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA AP3868AN. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$306.25/EA.	NO BID	NO BID
F.	4	PANELS, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA ACL68N. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$75.00/EA.	NO BID	NO BID
G.	1	PANEL, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA ACT68N. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$75.00/EA.	NO BID	NO BID
H.	7	PANELS, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA ACC68WA. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$67.39/EA.	NO BID	NO BID
I.	6	PANELS, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA ACW68N. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$75.00/EA.	NO BID	NO BID
				11,470.20		

AS PER ORIGINAL

38 0076

19. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #2, COURTROOM - ROOM #357

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A. 13	CHAIRS, JURY SEATING: APPROVED BY COMMISSIONERS COURT 2-13-89.				
B. 1	CHAIR, HIGH BACK, TILT/SWIVEL, 5 STAR BASE, W/CARPET CASTERS, 27"W X 31-1/2"D X 42-1/2"H (ADJ.), JUDGE'S CHAIR. GREGSON 563 HB FRAME/BASE: MEDIUM OAK. LEATHER: 341-22 WALNUT.	NO BID	$1,056.00/EA.	NO BID	NO BID
C. 1	CHAIR, POSTURE, CLERICAL, WITH CARPET CASTERS, COURT REPORTER'S CHAIR. PAOLI 170-4. BASE: MEDIUM OAK 75 FABRIC: MAHARAM M400201/07 MAUVE, NYLON "OTTOMAN" 54"W.	NO BID	$212.50/EA.	NO BID	$267.63/EA.
D. 2	CHAIR, TILT/SWIVEL, 5 STAR BASE, WITH CARPET CASTERS, BAILIFF/CLERK SEATING. PAOLI 249-4. FRAME/BASE: MEDIUM OAK 75 FABRIC: MAHARAM M400201/29 MAUVE, NYLON "OTTOMAN" 54"W.	NO BID	$287.50/EA.	NO BID	$357.63/EA.
E. 4	CHAIR, SIDE, WITH CARPET CASTERS, ATTORNEY/CLIENT SEATING. PAOLI 248-7. FRAME: MEDIUM OAK 75. VINYL: PAOLI "E" GRADE GLAZED, WALNUT.	NO BID	$182.50/EA.	NO BID	$231.63/EA.
F. 4	CHAIR, SIDE, SPECTATOR SEATING. PAOLI 248-1. FRAME: MEDIUM OAK 75. VINYL: PAOLI "E" GRADE GLAZED, WALNUT.	NO BID	$165.00/EA.	NO BID	$210.63/EA.
			3,233.50		

AS PER ORIGINAL

38 0077

COUNTY COURT-AT-LAW #2, COURTROOM - ROOM #357 (CONTINUED #19).

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
G.	1	PODIUM, PORTABLE, LAMINATE, WITH CARPET CASTERS, 18" X 24" X 45". DROEMER. LAMINATE: NEVAMAR S-3-30T, PLUM BROWN.	$258.18/EA.	$228.00/EA.	$215.28/EA.	NO BID
H.	1	EASLE, CLARIDGE #105.	NO BID	$ 90.00/EA.	$79.75/EA.	NO BID

295.03

AS PER ORIGINAL

38 0078

PURCHASE OF FURNITURE FOR TENANTS OF THE WILLIAM B. TRAVIS COURTHOUSE ANNEX
BID #88-56

DEPARTMENT	ACTUAL COST	INITIAL ESTIMATED COST	COST DIFFERENCE
COUNTY CLERK	$3,554.50	$2,934.00	$ 620.00
JUSTICE OF THE PEACE PCT #1	$2,616.00	$2,280.00	$ 336.00
VETERANS SERVICES	$3,670.19	$6,163.70	($2,493.51)
TOTAL:	$9,840.69	$11,377.70	($1,537.01)

38 0079

AS PER ORIGINAL

3. DEPARTMENT/LOCATION: COUNTY CLERK (REV. 2-16-89).

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	2	DESKS, SECRETARIAL, WITH RIGHT RETURNS. DROEMER P7236S (DESK). DROEMER 4820 (RETURN). LAMINATE: WILSONART GUNSTOCK WALNUT.	$565.45/EA.	$564.00/EA.	$588.17/EA.	NO BID
B.	2	DESK, EXECUTIVE, WITH RIGHT RETURN. DROEMER P6630S (DESK). DROEMER 4820 (RETURN). LAMINATE: WILSONART GUNSTOCK WALNUT.	$565.45/EA.	$532.00/EA.	$564.07/EA.	NO BID
C.	2	CREDENZA, WITH SLIDING DOORS. DROEMER P7220. LAMINATE: WILSONART GUNSTOCK WALNUT.	$384.36/EA.	$381.00/EA.	$396.23/EA.	NO BID
D.	4	CHAIRS, GUEST. PAOLI 111-1. FINISH: CONTEMPO WALNUT. FABRIC: R24044 CAMEO.	NO BID	$90.00/EA.	NO BID	$121.86/EA.
E.	2	BOOKCASES, 84"H X 36"W HARDWOOD SPECIALTISE 184W. FINISH: WALNUT.	NO BID	$184.80/EA.	$120.25/EA.	NO BID
				$3,314.00	$240.50	

TOTAL $3,554.50

AS PER ORIGINAL

38 0080

6. DEPARTMENT: JUSTICE OF THE PEACE PRECINCT #1.

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
2	DESKS, SECRETARIAL, WITH RIGHT RETURN. DROEMER 7336-380 (DESK). DROEMER 7336-389 (RETURN). LAMINATE: WILSONART GUNSTOCK WALNUT.	$570.51/EA.	$564.00/EA.	$736.20/EA.	NO BID
2	DESKS, SECRETARIAL, WITH LEFT RETURN. DROEMER 7336-399 (DESK). DROEMER 7336-390 (RETURN). LAMINATE: WILSONART GUNSTOCK WALNUT.	$570.51/EA.	$564.00/EA.	$736.20/EA.	NO BID
4	TABLE, WORK, 24" X 48" X 29". DROEMER 4824 TB. LAMINATE: WILSONART GUNSTOCK WALNUT.	$ 91.16/EA.	$ 80.00/EA.	$ 87.46/EA.	NO BID
			$2,616.00		

TOTAL $2,616.00

AS PER ORIGINAL

38 0081

8. DEPARTMENT: VETERANS SERVICES.

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
1	DESK, EXECUTIVE. DROEMER P7236. LAMINATE: WILSONART GUNSTOCK WALNUT.	$377.70/EA.	$373.80/EA.	$389.20/EA.	NO BID
1	CREDENZA, WITH KEYBOARD SLIDE, KNEE SPACE. DROEMER P7220 XO. LAMINATE: WILSONART GUNSTOCK WALNUT.	$372.16/EA.	$368.00/EA.	$339.39/EA.	NO BID
1	CHAIR, EXECUTIVE, TILT/SWIVEL, WITH CARPET CASTERS. PAOLI 703-5 FABRIC: R-23855 NAVY.	NO BID	$260.00/EA.	NO BID	$325.86/EA.
6	CHAIRS, GUEST. PAOLI 111-1. FINISH: CONTEMPO WALNUT. FABRIC: R-24054 BERRY.	NO BID	$ 90.00/EA.	NO BID	$121.86/EA.
1	CHAIR, ARMLESS, WITH CARPET CASTERS. UNITED FM-24. BASE/FRAME: CHAR-BROWN. FABRIC: AM46 LT. GREY.	NO BID	$210.00/EA.	$270.10/EA.	NO BID
1	PRINTER STAND WITH CARPET CASTERS. DROEMER 30-24 PS. LAMINATE: WILSONART GUNSTOCK WALNUT.	$183.51/EA.	$175.00/EA.	$191.33/EA.	NO BID
4	CABINETS, FILING, 4 DRAWER. DROEMER M-SERIES. LAMINATE: WILSONART GUNSTOCK WALNUT.	$446.22/EA.	$443.00/EA.	$592.61/EA.	NO BID
			$3,330.80	$339.39	

TOTAL $3,670.19

AS PER ORIGINAL

38 0082

Precinct #1 and Veterans Service. Funds to come from Annex Funds.

COUNTY COURT AT LAW #1 & #2	-	$ 59,645.49
COUNTY CLERK -		$ 3,554.50
JUSTICE OF THE PEACE #1 -		$ 2,616.00
VETERANS SERVICE		$ 3,670.19
Total		$ 69,646.18

23. CONSIDER AUTHORIZING THE PURCHASE OF PICKUP TRUCKS FROM BID #89-30 FOR DRAINAGE DISTRICT (FUNDS AVAILABLE):

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to BARRET GMC TRUCKS for five trucks in the amount of $9,691.00 base each, plus 5 guages at $34.44 ea. and 1 air condition at $640.42 for Drainage District. (Recorded in minutes in full)

24. MEET IN CLOSED SESSION TO DISCUSS LITIGATION & LAND MATTERS (BFI LANDFILL), AS AUTHORIZED BY ART. 6252-17, SEC.2 (E&F), V.T.C.S.,AND CONSIDER TAKING ACTION:

Met in Closed Session.

No action taken.

RECESS:

Commissioners Court recessed at 11:45 a.m.

RECONVENE:

Commissioners Court reconvened at 1:30 p.m.

25. 1:30 P.M. -OPEN AND CONSIDER BIDS FOR THE PRINTING OF ELECTION BALLOTS FOR COUNTY CLERK (#89-033):

The following bids were presented to Commissioners Court for review.

A) HARTGRAPHICS, INC.

26. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve bills as presented by Robert Grayless, County Auditor. (Recorded in minutes in full)

27. ADJOURNMENT:

Commissioners Court adjourned at 1:35 p.m. Monday, February 20, 1989.

AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE 1/2 TON PICKUP TRUCKS
BID #89-030

COMPANY	BASIC BID PRICE	OPTIONAL EQUIPMENT GUAGES	OPTIONAL EQUIPMENT A/C	MAKE	TOTAL BID PRICE TRUCK GUAGES & A/C
BARRET GMC TRUCKS P.O. BOX 4998 TYLER, TX 75712	$ 9,691.00	$34.44	$640.42	GMC	$10,365.86
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX 77210	$ 9,859.00	$42.00	$664.00	CHEV	$10,565.00
LAWRENCE MARSHALL CHEV-OLDS. P.O. BOX 983 HEMPSTEAD, TX 77445	$ 9,922.95	$34.44	$640.42	CHEV	$10,597.81
DAVIS PONTIAC, CAD, GMC P.O. BOX 1778 ROSENBERG, TX 77471	$10,149.90	$34.44	$640.42	GMC	$10,834.76
LES MARKS CHEV. P.O. BOX 1118 LAPORTE, TX 77571	$10,289.00	$34.44	$640.42	CHEV	$10,963.86
CHUCK MILLER FORD 16800 FEATHERCRAFT HOUSTON, TX 77058	$10,336.22	-0-	$669.00	FORD	$11,005.22
DUB MILLER FORD P.O. BOX 912 ROSENBERG, TX 77471	$10,499.00	-0-	$669.00	FORD	$11,168.00
GALLERIA AREA FORD P.O. BOX 27285 HOUSTON, TX 77227	$10,760.35	-0-	INCL.	FORD	$10,760.35
JOE GRILLO DODGE P.O. BOX 911 ROSENBERG, TX 77471	$11,291.00	-0-	$663.85	DODGE	$11,954.85

AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW 1500 GALLON ASPHALT DISTRIBUTOR, MOUNTED ON A NEW TRUCK WITH OR WITHOUT TRADE-IN.
BID #89-031

COMPANY	REMARKS
ALVIN EQUIPMENT P.O. BOX 1907 ALVIN, TX 77512	DOES NOT MEET SPECIFICATIONS: TRUCK. ITEM #2: 170" WHEEL BASE. ITEM #21: 21" STEERING WHEEL. ITEM #26: DIESEL ENGINE 185 HP @ 2600 RPM. VENDOR CERTIFIES THAT ASPHALT DISTRIBUTOR MEETS SPECS.
R.B. EVERETT (CHEV) P.O. BOX 327 HOUSTON, TX 77001	DOES NOT MEET SPECIFICATIONS: TRUCK. ITEM #2: 173" WHEELBASE. ITEM #18 MECHANICAL SPEEDOMETER. VENDOR CERTIFIES THAT ASPHALT DISTRIBUTOR MEETS SPECS.
R.B. EVERETT (FORD) P.O. BOX 327 HOUSTON, TX 77001	DOES NOT MEET SPECIFICATIONS: TRUCK. ITEM #36: FS5106 TRANSMISSION. VENDOR CERTIFIES THAT ASPHALT DISTRIBUTOR MEETS SPECS.
ROMCO, INC. P.O. BOX 600469 HOUSTON, TX 77269	DOES NOT MEET SPECIFICATIONS: ASPHALT DISTRIBUTOR. 1. LOCATION OF BITUMEN PUMP. 2. HYDROSTATIC TRANSMISSION PUMP. 3. FLUES IN HEATER. 4. SPRAY BAR TURN UP. TRUCK MEETS SPECIFICATIONS.

AS PER ORIGINAL 38 0086

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 20th day of February, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and carried, it is ordered that the bills be approved as presented by ~~Joyce Tompkins~~ Robert Grayless, County Auditor.

**********APPROVED*********

County Auditor

Date: 2/20/89

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 16, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg0002

ENDING WITH
FILM CODE NO. 89vol.38pg.0086

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham DEPUTY
BETTY FULGHAM

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF MARCH, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 0002.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 20, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 13, 1989.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Consider appointment of members to Fort Bend Library Board of Trustees.

6. Consider approval of contracts with West Oaks of Fort Bend for counseling services and psychiatric diagnostics at Juvenile Detention.

7. Marsha Gaines, Tax Assessor/Collector, re: approve refunds over $500.

8. Hopie Solomon, Indigent Care Director, re: approval of contracts for SHARE & TERP programs.

9. Consider approval of lease modification for office space for Pct. 4 Justice of the Peace.

10. Consider request for sick leave extension for Drainage District employee.

11. Consider approval of PTI, Inc. contract for development of Kitty Hollow Lake, Pct. 2.

12. Consider amending budget for Pct. 2 Constable; and consider approval of reserve deputy Frank J. Twardowski and approve bond & oath.

13. Consider the rescission of an agreement between First Colony LID and Fort Bend County, consider refunding interin impact fees, and take necessary consideration thereon.

14. Consider releasing cashier's check to Sugarland Properties for completion of an esplanade cut on Austin Parkway, Pct. 4.

15. Consider application from Fort Bend Telephone to lay cable bored under & along Cow Creek Rd., Pct. 2.

16. Consider resolution on abandonment of surplus property as requested by State Dept. of Highways & Public Transportation, Pct. 1.

17. 10:00 a.m. - Hold public hearing to close Rohan Rd. for bridge replacement in Pct. 1, and consider taking action.

18. 10:15 a.m. - Hold public hearing on replat of Oaks of Alcorn, Sec. 1, First Colony, Pct. 4, and consider taking action.

19. 10:30 a.m. - Hold public hearing on partial replat of Sweetbriar Sec.1, First Colony, Pct. 4, and consider taking action.

20. 10:45 a.m. - Hold public hearing on replat of The Greens, Sec. 2-A, Pecan Grove Plantation, Pct. 4, and consider taking action.

21. Authorize advertising for bids for (1) self propelled sweeper, (2) pneumatic roller.

22. Accept or reject bids on the following: (1) rental of copy machines (#89-018); (2) One or more new full-size 1/2 pickup trucks (#89-030); (3) One or more new 1500 gallon asphalt distributor, mounted on a new truck with or without trade-in (#89-031); (4) Purchase of furniture for the County Courts-at-law (#88-55) and furniture for other tenants in Travis Annex (#88-56).

23. Consider authorizing the purchase of pickup trucks from bid #89-30 for Drainage District (funds available).

24. Meet in Closed Session to discuss litigation & land matters (BFI Landfill), as authorized by Art. 6252-17, Sec. 2(e&f), V.T.C.S., and consider taking action.

25. 1:30 p.m. - Open and consider bids for the printing of election ballots for County Clerk (#89-033).

26. Approve bills.

27. Adjournment.

FILED FOR RECORD
TIME 2:45 ~~A.M.~~ P.M.

FEB 16 1989

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, February 16, 1989 at 2:55 p.m. by Nancy Hudson.

REGULAR SESSION

BE IT REMEMBERED That on this 20TH day of FEBRUARY, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF FEBRUARY 13, 1989:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve meeting of February 13, 1989 with corrections to #11 page 2.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve changes in depository pledge contracts with NCNB and SUGAR CREEK BANK. (Recorded in minutes in full)

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out of town travel requests for JUSTICE OF THE PEACE #4, PERSONNEL, TAX ASSESSOR/COLLECTOR, COMMISSIONER PRECINCT #3 & #4 and COUNTY JUDGE. (Recorded in minutes in full)

5. CONSIDER APPOINTMENT OF MEMBERS TO FORT BEND LIBRARY BOARD OF TRUSTEES:

Moved by Commissioner Pressley to appoint LYNN HELM of Sugar Land and SANDRA CABLE of Stafford to serve on the Library Board.

Motion failed due to lack of a second.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Pressley voting no, it is ordered to appoint CHERYL KNOX of Missouri City to serve a one year term ending December 31, 1989 and re-appoint LILLIAN HUMPOLA of Rosenberg to serve a two year term ending December 31, 1990.

2/15/89

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
2/13/89	RELEASE	NCNB	FHLB	313388TJ9	$5000000.00
2/13/89	RELEASE	NCNB	FHLB	313385NR3	$3245000.00
Total:					$8245000.00

2/15/89

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
2/8/89	PLEDGE	NCNB	FHLB	313385MH6	$1060000.00
Total:					$1060000.00

2/15/89

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
2/15/89	RELEASE	SUGAR CR	CITY OF CITIES	385719	$75000.00
2/15/89	RELEASE	SUGAR CR	NORTHBOROUGH	425078	$25000.00
2/15/89	RELEASE	SUGAR CR	CARROLLTON WW	237222	$75000.00
2/15/89	RELEASE	SUGAR CR	HUMBLE ISD	247116	$50000.00
2/15/89	RELEASE	SUGAR CR	TX HOUSING AG	289819	$145000.00
Total:					$370000.00

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Bob Lutts

DATE OF DEPARTURE: February 17, 1989

DATE OF RETURN: February 18, 1989

DESTINATION: Columbia Lakes, Texas

PURPOSE OF TRIP: Future Directions Conference, Greater Fort Bend Economic Development Council

MODE OF TRANSPORTATION: Personal auto

****

DEPARTMENT HEAD APPROVAL: Bob Lutts, Pct. 4 Commissioner
Name & Department

DATE: 2-20-89

Bob Lutts
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2-20-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Jodie E. Stavinoha

DATE OF DEPARTURE: February 21, 1989

DATE OF RETURN: February 22, 1989

DESTINATION: San Antonio, Texas

PURPOSE OF TRIP: Urban Counties Committee Meeting

MODE OF TRANSPORTATION: Personal Auto

****

DEPARTMENT HEAD APPROVAL: Jodie E. Stavinoha, County Judge
Name & Department

DATE: 2-20-89

Signature J. Stavinoha

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2-20-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

38 0010

RECEIVED
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure April 4, 1989

Date of Return April 6, 1989

Purpose of Trip: Attorneys General's Conference on Open Government

Places to be Visited: The Stouffer Hotel, Austin, Tx.

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

Name: Alton B. Pressley

Title: Commissioner, Pct. 3

2-14-89
Date

* *

Approved: Commissioners' Court

County Judge

2-20-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

38 011 19

RECEIVED
FEB 16 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

For ~~accompanied by~~ the following persons:

Hortencia Garcia

Period: Date of Departure ~~THE~~ Tuesday, Feb. 21,1989

Date of Return Fri. , Feb. 24,1989

Purpose of Trip: Justice Court Clerk Seminar

Places to be Visited: Houston, Texas

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

Mo H. Saren - Chief Clerk.
Name

XXXXXX 2-10-89
Date

Justice of the Peace Pct. 4
Title

* *

Approved: Commissioners' Court

County Judge

2-20-89
Date

1 3 1989

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

FEB 14

TO: COMMISSIONERS' COURT

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

Marsha P. Gaines

Period: Date of Departure February 28, 1989

Date of Return March 1, 1989

Purpose of Trip: Legislative Review

Places to be Visited: Austin, Texas

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

Marsha P. Gaines
Name

February 13, 1989
Date

Tax Assessor/Collector
Title

* *

Approved: Commissioners' Court

County Judge

2-20-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 0013

AS PER ORIGINAL

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Richard Selleh

William Thomas

DATE OF DEPARTURE: March 28, 1989

DATE OF RETURN: March 30, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: To attend conference on Public Personnel Management Institute

MODE OF TRANSPORTATION: Personal Auto

****

DEPARTMENT HEAD APPROVAL: _____
Name & Department

DATE: _____

R. Selleh
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2-20-89

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AS PER ORIGINAL

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Richard Selleh

DATE OF DEPARTURE: April 4, 1989

DATE OF RETURN: April 6, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Attend conference in Austin, Texas on Attorney General's Conference on Open Government -- sponsored by Jim Mattox

MODE OF TRANSPORTATION: Personal Auto

****

DEPARTMENT HEAD APPROVAL: R
Name & Department

DATE: _____

R Selleh
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 2-20-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL 38 0015

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

(1) JUDGE JAMES C. ADOLPHUS

Period: Date of Departure 4 APRIL 89

Date of Return 7 APR. 89

Purpose of Trip: 20 hr. Justice Court SEMINAR

Places to be Visited: North Harris County area

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

Name

15 Feb. 89
Date

Justice of the Peace, Prec. 4
Title

* *

Approved: Commissioners' Court

County Judge

2-20-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

6. CONSIDER APPROVAL OF CONTRACTS WITH WEST OAKS OF FORT BEND FOR COUNSELING SERVICES AND PSYCHIATRIC DIAGNOSTICS AT JUVENILE DETENTION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve contracts with West Oaks of Fort Bend for counseling services and psychiatric diagnostics at Juvenile Detention.

7. MARSH GAINES, TAX ASSESSOR/COLLECTOR, RE: APPROVE REFUNDS OVER $500:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve refund to BRIARGATE TOWNHOUSE HOMEOWNERS ASSN. in the amount of $859.74 as requested by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

8. HOPIE SOLOMON, INDIGENT CARE DIRECTOR, RE: APPROVAL OF CONTRACTS FOR SHARE & TERP PROGRAMS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve contracts for SHARE & TERP programs as requested by Hopie Solomon, Indigent Care Director.

9. CONSIDER APPROVAL OF LEASE MODIFICATION FOR OFFICE SPACE FOR PCT. 4 JUSTICE OF THE PEACE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve lease modification for office space for Precinct 4 Justice of the Peace.

10. CONSIDER REQUEST FOR SICK LEAVE EXTENSION FOR DRAINAGE DISTRICT EMPLOYEE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize up to 12 days sick leave extension for Mike Jankowiak, Drainage District employee as requested by Dan Gerken. (Recorded in minutes in full)

11. CONSIDER APPROVAL OF PTI, INC. CONTRACT FOR DEVELOPMENT OF KITTY HOLLOW LAKE, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve PTI, Inc. contract for development of Kitty Hollow Lake, Pct. 2, totaling $96,000 from grant funds.

12. CONSIDER AMENDING BUDGET FOR PCT. 2 CONSTABLE; AND CONSIDER APPROVAL OF RESERVE DEPUTY FRANK J. TWARDOWSKI AND APPROVE BOND & OATH:

Moved by Commissioner Denham to declare an emergency and amend Constable Precinct #2 1989 budget totaling $33,550.00 as requested by Ray Breeding, Constable #2.

Failed due to lack of a second.

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to approve appointment of Frank J. Twardowski as reserve deputy for Constable Precinct #2 and approve bond & oath. (Recorded in minutes in full)

MARSHA P. GAINES
TAX ASSESSOR/COLLECTOR

MEMO

TO: Judge Jodie Stavinoha
Commissioner R. L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

DATE: February 15, 1989

RE: Commissioners Court Agenda

Please place the following item on the agenda for February 20, 1989.

Approve over $500.00 refund.

Briargate Townhouse Howeowners Assn. $859.74
.907-9550-01-000-0000
Value lowered for 1985

ROBERT N. GRAYLESS

COUNTY AUDITOR

COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

DATE: February 1, 1989

TO: Commissioners Court, Fort Bend County

FROM: Robert N Grayless, County Auditor

RE: Property Tax Refunds in excess of $500

In addition to the auditor's approval for a taxing unit, section 31.11 of the Texas Property Tax Code requires the governing body of a taxing unit to also approve refunds in excess of $500 for overpayment or erroneous payment of property taxes.

Before approving a property tax refund, my internal auditing department requires proper documentation from the Tax Office. This procedure is followed on a daily basis. With this documentation in hand, the following amounts have been approved for payment:

BANK ACCOUNT #	PAYEE - PROPERTY ACCT.#	AMOUNT
90-0188-3	Briargate Townhouse Homeowners Assn. 1985 Acct #.907-9550-01-000-0000 Value lowered for 1985	$ 859.74

RG/MH/mh

38 0019

AS PER ORIGINAL

MARSHA P. GAINES
TAX ASSESSOR – COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

ORIGINAL

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

CERTIFICATE OF REDEMPTION

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1985	REDEMPTION	2292	35

ACCOUNT NUMBER	RECEIPT NO.
.907-9550-01-000-0000	0 11134

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS.	TAX RATE	TAX AMOUNT
JILLOW PARK (RES A) SEC 1, IMP ROVEMENTS ONLY RECREATION AREA LOWER VALUE TO 26540 S#20	D.A.V. DSABL AGRI	LAND HS 176,950	PERSONAL MARKET	079		69.61
				179		11.89
				279		12.05
ORIG TAX YEAR = 1985				TOTAL TAX		93.55
		TOTAL TAXABLE VALUE	176,950		PEN&INT	38.35
			OPI 01/03/89		ATNY	19.78
			178298		TOTAL PAID	151.68

WILLOW PARK TOWNHOUSE H O AS

00000

PAID BY
BRIARGATE TOWNHOUSE
HOMEOWNERS ASSOC INC
P.O. BOX 35064
HOUSTON TEXAS 77235

DATE 01/03/89 METHOD PRE-DEPSTD 06/06/88
RECEIVED 01/03/89
6234 & 6280

AS PER ORIGINAL

38 0020

RECEIVED

OCT 14 88

TAX A/C

State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor Collector
Collecting Tax For: Fort Bend County (Taxing Units)
P. O. Box 399, Richmond, Tx 77469
Address
City, State, Zip Code

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name: Willow Park Townhouses H O As
Address: P.O. BOX 35064, HOUSTON, TX. 77235
Telephone Number (if additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: Willow Park (Res A) Sec 1 Improvements Only Recreation Area
Address or Location of Property:
Account Number of Property: 907-9550-01-000-0000 or Tax Receipt Number: 11134

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. FBC	19 85	6/23 / 19 88	$ 151.68	$ 859.74
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation):
Lower Value to 26540 S#20

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

Signature James Jensen — Date of Application for Tax Refund 10-13-1988

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer — Date

Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over $500 — Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

REFUND 31.11

38 0021

AS PER ORIGINAL

TAX YEAR(S): ~~85-88~~ 1987, 1988 [1985] ~~1986~~

6/21

CHANGE # Pd 6-23-88 #11134 Supp. # 20

JUN 23 1988

FORT BEND CENTRAL APPRAISAL DISTRICT

Jul #8

PROPERTY TO BE: ADDED ____ CHANGED ✓ DELETED ____

JURISDICTION SUBMITTING CHANGE APPROVED BY HW DATE 6-20-88

NAME CHANGE ✓ ADDRESS CHANGE ✓ EXEMPTION CHANGES:

LEGAL CHANGE ____ VALUE CHANGE ✓ HOMESTEAD ____

ACREAGE CHANGE ____ AG VALUE CHANGE ____ OVER 65 ____

JURISDICTION ____ MISCELLANEOUS ____ DISABILITY ____

DELETE ____ CATEGORY ____ VETERAN ____

ORIGINAL ACCOUNT INFO

ACCT# 9550-01-000-0000-907

PROPERTY I.D. - R # 126654

OWNER WILLOW PARK TOWNHOUSE HOA

ADDRESS c/o BRIARGATE TOWNHOUSE HOA P.O. BOX 35064 HOU, TX 77235

01	05	07	00	00	01	01	00	00

LEGAL WILLOW PARK RESERVE A. IMPROVEMENTS ONLY RECREATION AREA

ACRES ____

SITUS ____

MAP # ____

NEW ACCOUNT INFO

ACCT# ____

PROPERTY I.D. - R # ____

OWNER BRIARGATE TOWNHOUSE HOA

ADDRESS P.O. BOX 35064 HOUSTON, TX 77235

LEGAL ____

ACRES ____

SITUS ____

MAP # ____

EXPLANATION - SOURCE: PER G.W. DEED 591/631 6-5-73 FROM J.M. JENSEN, PROPERTY MGR. 437 2050 Not Exempt - Figured @ 15% - Per H.W. [XEMPT?

ORIGINAL VALUES		CATEGORY	NEW VALUES		CATEGORY
LAND HS			LAND HS		
LAND NON HS			LAND NON HS		
LAND AG MKT			LAND AG MKT		
LAND AG USE			LAND AG USE		
IMPROVEMENT HS			IMPROVEMENT HS		
IMPROVE.NON HS	176,950	F1	IMPROVE.NON HS	26,540	F1
PERSONAL			PERSONAL		
MINERAL			MINERAL		
RENDERED VALUE			RENDERED VALUE		
HOMESTEAD			HOMESTEAD		
OVER 65	YEAR		OVER 65	YEAR	
FROZEN LEVY			FROZEN LEVY		
DISABILITY			DISABILITY		
VETERAN			VETERAN		

DEPARTMENT / CHANGES MADE:

COM. RES. ____ LAND MS 6/9/88 P.P. ____ MAP JB 6/10/88 SCHOOL

PROPERTY CARD ____ DATA FILE ____ AUDIT ____

SUBMITTED BY: J. Dawson CUSTOMER ____

38 0022

AS PER ORIGINAL

Marsha P. Gaines

Tax Assessor-Collector

COUNTY OF FORT BEND

RECEIVED
OCT 14 88
TAX A/C

A F F I D A V I T

I, Briargate Townhouse Homeowners Assoc. as Owner

relinquish all rights to the 1985 Fort Bend County Receipt 11134, account .907-9550-01-000-0000, with legal description known as Willow Park (RES A) Sec 1 Improvements Only in Recreation Area.

The reason for the return of this receipt is because a/an

_XXXX__Change Order from Central Appraisal District

_____Erroneous Payment

_____Other(explain)_____

Signature James M. Jamr

Date October 12, 1988

Notary Nikki Selby

Please Print Name NIKKI SELBY

Notary Public for the State of Texas

Expiration of Commission My Commission Expires 2-15-91

NOTARY PUBLIC STATE OF TEXAS

P.O. Box 399 Richmond, Texas 77469 (713) 342-3411

SHARE Program Agreement Between
Fort Bend County Welfare Department
and Houston Lighting & Power Company

Houston Lighting & Power Company (hereafter referred to as HL&P) offers its customers an opportunity to contribute to an energy assistance program (SHARE) intended to help needy persons who reside in HL&P's service area pay their electric service bills. All amounts received by HL&P from customers in **Fort Bend County** in any calendar month as contributions to the energy assistance program along with funds contributed by HL&P will be paid over to **Fort Bend County Welfare Department, a Fort Bend County social service agency,** (hereafter referred to as **Fort Bend County Welfare Department**) within thirty (30) days of receipt. Customers will be invited to participate by simply overpaying their bills by one dollar ($1.00). Larger gifts are acceptable and may be sent directly to HL&P or **Fort Bend County Welfare Department**, but in either event, checks should be made payable to **Fort Bend County Welfare Department.**

The energy assistance will be made available to those people sixty-two (62) years of age or older on low income, and special hardship cases. Criteria may be changed later if gifts to the program are adequate or if community needs should change. The assistance rendered under the program is intended to be for payment of electric service bills only. **Fort Bend County Welfare Department** will have total discretion in determining when needs exist.

HL&P will be responsible for soliciting the contributions from its customers and the general public. **Fort Bend County Welfare Department** may retain up to 10% of the contributions forwarded to it in order to cover its administrative cost associated with the program. HL&P will not retain any contributions to cover its planning, implementation and administrative costs associated with its responsibilities in the program.

HL&P recommends that **Fort Bend County Welfare Department** follow similar qualification guidelines used by federal and state programs to disburse funds for energy assistance programs. **Fort Bend County Welfare Department** will be responsible for taking applications, deciding who qualifies and how much assistance will be granted, administering the program and disbursing the money. HL&P will have the right to audit the disbursements made by **Fort Bend County Welfare Department.** All funds, except those used for administrative costs as defined herein, paid over to **Fort Bend County Welfare Department** will be deposited in a separate bank account, with the withdrawal of such funds restricted to drafts for payment of electric service bills, and **Fort Bend County Welfare Department** will forward copies of the bank statements for such account by the tenth business day of each month. To:

Houston Lighting & Power Company
P. O. Box 1700
Houston, Texas 77001
ATTENTION: Georgeanna Kennedy

Fort Bend County Welfare Departments' year end SHARE account balance should not exceed $3,600.00. Should there be more funds available than qualified applicants, either larger payments will be made on the October and November bills or the amount above the agreed maximum balance may be recovered and sent to another SHARE agency for distribution.

The program is not intended to replace any existing program or funding source, whether public or private, but is to be supplemental to presently available services. This Agreement may only be amended by written approval of both parties.

Either party may discontinue its participation in the program, at any time and for any reason, by giving thirty (30) days prior written notice to the other party. All notices to be given hereunder shall be by certified or registered mail, addressed to the proper party, at their respective address:

Houston Lighting & Power Company
P. O. Box 1700
Houston, Texas 77001

Fort Bend County Welfare Department
P.O. Box 368
Richmond, Texas 77469

AGREED TO BY:

ATTEST:

Fort Bend County Welfare Department

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

HOUSTON LIGHTING & POWER COMPANY

ATTEST:

By: _____
Martha Medina Gonzalez
Manager, Public Relations

By: _____

Title: _____

Date: _____

Date: _____

38 0025

AS PER ORIGINAL

Reconciliation Summary of HL&P Share Program 1983 - 1988

YEAR	RECEIVED DOLLARS	DISBURSEMENT DOLLARS	APPLICANTS SERVED
1983	$ 21,487.00	$ 19,308.01	499
1984	23,780.00	23.424.46	587
1985	22,906.00	24,527.19	622
1986	26,100.00	21,100.15	553
1987	25,348.50	27,457.11	868
1988 *	45,446.64	48,047.31	1,114
	$ 165,068.14	$ 163,864.23	4,243
*EA Special Fund included	5,500.00	5,500.00	54

Indicators: Dollars received since program inception has increased each year alone with disbursement except for 1986 when disbursement and applicants decreased largely due to hardship cases transferred under another program.

There are a number of applicants we are not able to service and the numbers are not available as to how many.

10

38 0026

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

February 14, 1989

To: Members of Commissioners Court

From: Richard Selleh - Personnel Director

Subject: Extended Sick Leave for Drainage District Employee

Enclosed is a copy of a letter from Mr. Daniel Gerkin, Drainage District Department Head asking for extended sick leave for one of his employees. Mr. Mike Jankowiak started work for the County on September 6, 1983. This would qualify him for twelve work days extended sick leave. This time would cover his expected absence from work.

On January 6, 1989 before his illness, Mr. Jankowiak had 117.18 hours of vacation and 68.41 hours of sick time to his credit. To cover the February 17th pay roll period, he will be 35.99 hours short.

Personnel has no performance evaluations in Mr. Jankowiak's personnel file so I have accept Mr. Gerken's statement that he is a good conscientious worker.

Need 34 hrs

38 0027

COUNTY OF FORT BEND

Drainage District

Engineering / Administration
P.O. Box 1028 / 3417 Avenue F
Rosenberg, Texas 77471
342-2863

Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

February 14, 1989

Mr. Richard Selleh
Fort Bend County Personnel Department
P. O. Box 326
Richmond, Texas 77469

Re: Request for extended sick leave for Mike Jankowiak

Dear Richard:

Mike Jankowiak has been employed with the Drainage District since November 1, 1983 (5 years, 3 months) as a heavy equipment operator. Mike operates a large crawler tractor with dozer blade used to spread and shape spoil dirt.

On January 17, 1989 Mike entered the hospital to undergo (emergency) surgery to remove an abcessed cyst on the rectal area. As of this date Mike has not been released from the doctor's care to continue his duties. According to Mike, it will probably be February 27, 1989 or after before he is released. All sick time and vacation has been used as of February 13, 1989.

Mike has always been a consciencious worker and does not abuse sick time, therefore, I respectfully request, on Mike's behalf, the necessary extended sick time until his release.

Sincerely,

Daniel E. Gerken, P.E.
Drainage District Manager/Engineer

DEG/jm

AS OF 2/17/89 VAC 45.17 SICK 1.93
4.15 2.76
49.32 4.69

25 hrs

County Clerk
11

CIVIL • STRUCTURAL • MECHANICAL • SANITARY • ENVIRONMENTAL • ELECTRICAL • TRANSPORTATION
ENERGY • ARCHITECTURAL • CONSTRUCTION MANAGEMENT • ANALYTICAL LABS

#11

AS PER ORIGINAL

38 0028

PTI, INC.
ENGINEERS, ARCHITECTS, PLANNERS
HOUSTON OFFICE
2925 BRIARPARK DRIVE
SUITE 1280
HOUSTON, TEXAS 77042
713-266-6145

February 16, 1989

Mr. Ben G. Denham, Commissioner
Precinct 2, Fort Bend County
P. O. Box 249
Fresno, Texas 77545

Re: Agreement for Engineering Services for
Proposed Kitty Hollow Park
Fort Bend County, Texas

Dear Commissioner Denham:

Enclosed are two (2) copies of Agreement for Engineering Services on the above referenced project.

We are in the process of developing a detailed schedule for implementation of the project through the Construction Phase.

If you should have any questions, please do not hesitate to call.

Sincerely,

David L. Collins, P.E., R.P.S.
Vice President

DLC/ehh

CIVIL • STRUCTURAL • MECHANICAL • SANITARY • ENVIRONMENTAL • ELECTRICAL • TRANSPORTATION
ENERGY • ARCHITECTURAL • CONSTRUCTION MANAGEMENT • ANALYTICAL LABS

PTI, INC.
ENGINEERS, ARCHITECTS, PLANNERS
HOUSTON OFFICE
2925 BRIARPARK DRIVE
SUITE 1280
HOUSTON, TEXAS 77042
713-266-6145

EXHIBIT "A"
SCOPE OF SERVICES

July 14, 1988

Mr. Ben G. Denham, Commissioner
Precinct 2, Fort Bend County
P.O. Box 249
Fresno, Texas 77545

Re: Proposed Kitty Hollow Park
Fort Bend County, Texas

Dear Commissioner:

This letter is a confirmation of the intent of PTI Incorporated, Engineers, Architects, and Planners to assist you in developing the necessary documents for submission to the Texas Parks and Wildlife Department for securing a grant for the above referenced project.

In order to expedite and facilitate your request for funding, PTI will develop needed preliminary plans and cost studies, with the understanding that reimbursement is contingent upon funding from the State.

The development of Grant Package is broken down into the following phases.

	Phase	Fee
1.	Master Plan	$ 2,000.00
2.	Detailed Site Plan	$ 4,000.00
3.	Construction Document and Specifications	$90,000.00

Based on our previous meeting and work sessions, it is our understanding that PTI, Inc. will provide all design services for the initial phase and all subsequent phases.

38 0030

#12/a

CATG	DESCRIPTION	Present Budget	Addt'l Needed	Revised Budget
0201	Temporary or Extra Help	3399.00	1000.00	4399.00
*	Summer Hire Program in conjunction with High School			
0300	Social Security	7866.00	76.00	7942.00
0701	Conferences/Seminars/Training	500.00	300.00	800.00
*	(TCLEOSE Requirements places additional training on reserve officers, and 40 extra training hours yearly for each full time officer.			
1010	Property and Equipment	1000.00	20650.00	21650.00
*	4-Light Bars 1700 (4 patrol cars) Door Emblems 1800 2-Car Radios 1500 2-Cages 350 Computer w/printer 3000 2-Modems 500 Typewriter 600 1-Scanner w/2 speakers 350 1-Base Station w/3 speakers 1000 5-Handheld 2-way radios w/chargers & extra battery 2700/set 1-Wall Key Map (Ft. Bend Co.) 100 5-Key Maps (FBC) 140 2-Key Maps (HC) 43 3-Rechg. Flashlights w/chargers 240 1-Fingerprint kit 50 1-Insta. Camera 50 ~~2-Cars/used DPS 7500~~			
1062	Office Supplies	2000.00	4000.00	6000.00
	$2000 was used last year to supply the Needville Office, therefore, it will more than likely take the same amount to supply it this year. The Mo. City Office will need the same supplies. Also, changing all forms, letterheads, etc. to read Ray Breeding is an additional cost.			
2000	Utilities	6000.00	6000.00	12000.00
	The Needville Office spent $6000 last year on utilities, it's only common sense that the Mo. City Office will need the same amount, if not more, due to the fact it is larger.			
3020	Rentals	4100.00	8000.00 -5476	12100.00
	Needville Rent per year 3000 ~~Mo. City Rent per year 5476~~ already amended 2/6/89 Water Fountain per year 300 Pager's per year 324 Copier per year 3000			
4010	Fees and Services	1758.00	2800.00	4558.00
*	Membership Dues 200			
*	Maid Service 2000			
*	Misc. Emergcy. Exp. 500			

(* ADDITIONAL EXPENSES NOT IN BUDGET)

4011	Uniforms		500.00	2500.00	3000.00
*	5 Paid employees (3 each)	1395			
	Shoulder Patches	260			
	Badges (Req & Res)	896			
	I.D. Cards (Req & Res)	99			
	5 hats @ $61.00	305			
		2950			
7006	Tires and Tubes		800.00	400.00	1200.00
	$200.00 each added to accommodate 2 additional vehicles				
7020	Repairs to Radios		0.00	800.00	800.00
*	Request New Line Item (I would like to keep repairs to radios separate.)				
	10 hours labor	300			
	materials	500			
		subtotal	27923.00	46526.00	74449.00
	(delete 1010/cars)			(-7500.00)	(- 7500.00)
		TOTAL	27923.00	39026.00	66949.00

-5476.00

(* ADDITIONAL EXPENSES NOT IN BUDGET)

**NOT PRESENTLY IN BUDGET

I plan to operate full time patrol service (24 hours daily) starting on May 1st (to coincide with closing of the schools for summer vacation) to help in curbing the yearly rash of residential and business burglaries. All County Cars will be on duty (driven by both Reserves & Paid Officers), ~~but the paid officers (including myself) who have fully equipped personal patrol vehicles will be given car allowances.~~

2 cars - (Damon/Guy/Needville) ----------
2 cars - (Missouri City/Blueridge/Sugarland) -- we already have these.
1 car - (Arcola/Fresno/Teal Run/Vicksburg)----
1 car - (Rosenberg/Beasley/Kendleton)--------- we have requested in this budget $7500 to purchase 2 used DPS vehicles.

38 0032

AS PER ORIGINAL

12/B

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

February 8, 1989

Mr. Ray Breeding
Constable Precinct Two
8923 Main Street
Needville, Tx 77461

Dear Mr. Breeding:

I have completed my background and work history checks on Mr. Frank Twardowski.

At his last position with Houston Baptist University Mr. Twardowski was promoted to Sergeant. His superior, Chief Lopez did not endorse the promotion and as a result there was alot of conflict between the two men. Chief Lopez did not recommend my hiring Mr. Twardowski. I called Mr. Twardowski who was honest and straight forward in answering my questions. The staff under Chief Lopez had 100 percent turnover in a one year period. I called Mr. Randy Marshall who was there at this time working for Chief Lopez and with Mr. Twardowski. Mr. Marshall said Mr. Twardowski was a good officer and he would be happy to serve with him again. All other responses on Mr. Twardowski were positive. I have no problem with you giving Mr. Twardowski a chance in your deparment.

Sincerely,

Richard Selleh

Richard Selleh
Personnel Director
Fort Bend County

cc: Commissioner Ben Denham
County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Alton Pressley
Commissioner Bob Lutts

ECH QUARTER OF CLASS IN ICH YOU STOOD

IN HIGH SCHOOL ☐ TOP ☐ 2ND ☐ 3RD ☒ LAST

IN COLLEGE/TRADE OR BUSINESS SCHOOL ☐ TOP ☐ 2ND ☒ 3RD ☐ LAST

T SPECIAL ACADEMIC HONORS AND SOCIETIES; SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH DICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN) Houston Baptist University Police officers Association - PRESIDENT.

JECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER

DISSA/LEISURE TIME INTEREST Fishing and Hunting, Photography

38 0033

7—B—011

Merchants BONDING CO. — Mutual —

TX 411413

6000 N. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752-4497

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, Frank J. Twardowski, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Constable Precinct 2, his successors in office, in the sum of[2] Two Thousand and NO/100----------($ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than $10,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the Sixteenth day of February, 19 89, duly Appointed (Elected - Appointed) to the office of deputy in and for[3] Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as deputy aforesaid, and shall[4] then this obligation to be void, otherwise to remain in full force and effect.

Dated this Sixteenth day of February, 19 89.

Frank J. Twardowski
Frank J. Twardowski — Principal

MERCHANTS BONDING CO. (Mutual)
By [signature]
Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss.

Before me, Stan Migura on this day personally appeared Frank J. Twardowski known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Stafford, Texas

this 16th day of February, 19 89.

Stan Migura
Fort Bend County, Texas.

SEAL

273—CP—1000 RETURN TO BOND FILE

13. CONSIDER THE RESCISSION OF AN AGREEMENT BETWEEN FIRST COLONY LID AND FORT BEND COUNTY, CONSIDER REFUNDING INTERIN IMPACT FEES, AND TAKE NECESSARY CONSIDERATION THEREON:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to postpone until March 6, 1989.

14. CONSIDER RELEASING CASHIER'S CHECK TO SUGARLAND PROPERTIES FOR COMPLETION OF AN ESPLANADE CUT ON AUSTIN PARKWAY, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to release cashier's check in the amount of $2,000 to Sugarland Properties for completion of an esplanade cut on Austin Parkway, Pct. 4. (Recorded in minutes in full)

15. CONSIDER APPLICATION FROM FORT BEND TELEPHONE TO LAY CABLE BORED UNDER & ALONG COW CREEK RD., PCT. 2:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to approve application from Fort Bend Telephone to lay cable bored under & along Cow Creek Rd., Pct. 2. (Recorded in minutes in full)

16. CONSIDER RESOLUTION ON ABANDONMENT OF SURPLUS PROPERTY AS REQUESTED BY STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION, PCT. 1:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to postpone until February 27, 1989.

17. 10:00 A.M. -HOLD PUBLIC HEARING TO CLOSE ROHAN RD., FOR BRIDGE REPLACEMENT IN PCT. 1, AND CONSIDER TAKING ACTION:

No public comments.

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to close Rohan Rd. from February 20 thru 23 for bridge replacement in Pct. 1.

18. 10:15 A.M-HOLD PUBLIC HEARING ON REPLAT OF OAKS OF ALCORN, SEC. 1 FIRST COLONY, PCT. 4, AND CONSIDER TAKING ACTION:

Randy Riley representing Sugarland Properties, Inc. discussed purpose of replat.

No court action.

19. 10:30 A.M.-HOLD PUBLIC HEARING ON PARTIAL REPLAT OF SWEETBRIAR SEC.1, FIRST COLONY, PCT.4, AND CONSIDER TAKING ACTION:

Randy Riley representing Sugarland Properties, Inc. discussed purpose of replat.

No court action.

38 0035/3

COUNTY OF FORT BEND

Drainage District

Daniel E. Gerken, P.E.
Manager / Engineer

Engineering / Administration
P. O. Box 1028 / 3417 Avenue F
Rosenberg, Texas 77471
342-2863

Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

February 16, 1989

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

Re: Refund of prepaid impact fees to First Colony Levee Improvement District (FCLID)

Dear Sirs:

As suggested in the letter of February 9, 1989 from Larry Wagenbach, and as discussed in closed session, the prepaid impact fees from FCLID are recommended to be refunded. Refunding the fees will eliminate the many questions revolving around the agreement, questions concerning the disposition of the spoil dirt and interference by private concerns. The refunded impact fees will be collected eventually as the properties within FCLID are platted.

At this time, it is unknown whether the total committed local funds of two million dollars ($2,000,000.00) must be available as cash on hand prior to the loan closing date or if certification from Commissioners Court that the Drainage District will make these funds available when necessary is adequate committment. The project is estimated to take three (3) years to complete.

Attached is a tabulation of funds and line items from which funds might be obtained.

As tabulated, if the Drainage District must have the total $2,000,000 in cash on hand, there is a $557,693.60 shortfall. If all that is needed is a certification that funds will be made available, the $557,693.60 could be budgeted in the 1990 budget.

This project and the agreement will be discussed in closed session on February 20, 1989.

If you need additional information, please call.

Sincerely,

Daniel E. Gerken

Daniel E. Gerken, P.E.
Drainage District Manager/Engineer

DEG/jm
attachment
cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4
Larry Wagenbach, Assistant District Attorney

FLATBANK, MIDDLE OYSTER CREEK AND STAFFORD RUN CAPITAL IMPROVEMENT PROJECT

LOCAL FUNDS COMMITTED	
Drainage District	$1,000,000
Pre-paid Impact Fees	$1,000,000
	$2,000,000

FUNDS AVAILABLE FOURTH QUARTER 1988 REPORT AND 1989 BUDGET	
Flatbank Creek Fund #77	$312,343.14
Flatbank Creek Line Item 1989 Budget	$500,000.00
Fees and Services Line Item 1989 Budget (Budgeted for first year debt service)	$400,000.00
Impact Fee Funds #75 (All fees collected to 12/31/88 plus interest)	$747,757.01
	$1,960,100.15
Invoices Paid to Date	$ 382,206.25
Total Project Funds	$2,342,306.40
Refund to FCLID	($ 900,000.00)
Available Toward Project	$1,442,306.40

Committed Local Funds	$2,000,000.00
Available After Refund	$1,442,306.40
SHORTAGE	($ 557,693.60)
Available After Refund	$1,442,306.40
SHORTAGE	($ 557,693.60)

38 0037

#14

38 0038

COUNTY OF FORT BEND

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

LETTER OF TRANSMITTAL

DATE 2-16-89 JOB NO.
ATTENTION Dianne Wilson
RE:
Agenda Item: 2-20-89

AS PER ORIGINAL

TO FBC Clerks

WE ARE SENDING YOU ☑ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	11-14-88		Sugarland Properties - Release of Cashier's Check.

THESE ARE TRANSMITTED as checked below:

☐ For approval
☑ For your use
☐ As requested
☐ For review and comment
☐ FOR BIDS DUE _____ 19_____

☐ Approved as submitted
☐ Approved as noted
☐ Returned for corrections
☐ _____

☐ Resubmit ____ copies for approval
☐ Submit ____ copies for distribution
☐ Return _____ corrected prints

☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Please release the attached cashier's check #9457 to Sugarland Properties, 1250 Shoreline Dr., Ste 360 Sugar Land, Tx. 77478.

COPY TO file

SIGNED: Ron D. Drachenberg, ap.

If enclosures are not as noted, kindly notify us at once.

38 0039

COUNTY OF FORT BEND

Engineering Department

AS PER ORIGINAL

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

PIPELINE PERMIT RELEASE FORM

I M.S. [illegible] as representative for (Precinct 4), (Drainage District) have inspected the project under Permit # 80987 and find it meets plans and specifications as presented in the permit. I hereby authorize the release of the (performance bond), (letter of credit), (cashier's check), (personal check), (other), (circle one) for said permit in the amount of $ 2,000.

DATE 2/15/89

38 0040

AS PER ORIGINAL

FDIC

Texas Commerce Bank

NATIONAL ASSOCIATION
P.O. BOX 5010
SUGAR LAND, TEXAS 77478-5010

Nº 009457

REMITTER Sugar Land Properties Sugar Land

CASHIER'S CHECK

A 60 day waiting period and an indemnifying Bond may be required to replace this check.

DATE 11-8-88

$**2,000.00**

PAY TO THE ORDER OF **Ft. Bend County**

mgm

(TWO SIGNATURES REQUIRED OVER $10,000 00)

⑈009457⑈ ⑆113112759⑆ ⑈000⑉0018⑈

AS PER ORIGINAL

11-14-88

(20) CONSIDER APPLICATION FROM SUGARLAND PROPERTIES INC. TO ENLARGE EXISTING ESPLANADE OPENING WITHIN AUSTIN PARKWAY, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve application from Sugarland Properties Inc. to enlarge existing esplanade opening within Austin Parkway, Pct.4. Performance bond in the amount of $2,000 were presented to Commissioners Court. (Recorded in minutes in full)

(21) CONSIDER APPROVING PLAT FOR HARD ROCK JOINT VENTURE, PCT.2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until a later date.

22. ACCEPT RELEASE OF EASEMENT FROM H.L.& P. ON 47 ACRES OF LAND ADJACENT TO LANDFILL:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to release easement from H.L.& P. on 47 acres of land adjacent to landfill. (Recorded in minutes in full)

23. CONSIDER AWARDING BIDS FOR THE FOLLOWING: (1) MOWING SERVICES FOR COUNTY RIGHT-OF-WAYS (#89-001); (2) MILK FOR JAIL & JUVENILE DETENTION (#89-002); (3) PAVEMENT MARKINGS THROUGHOUT FORT BEND COUNTY (#89-003); (4) OFFICE SUPPLIES (#89-004):

Mowing services for county right-of-ways:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to MORTON BROS. & ZOMALT ENTERPRISES for mowing services for county right-of-way. (Recorded in minutes in full)

Milk for jail & juvenile detention:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to SCHEPPS DAIRY for milk for jail & juvenile detention at .18 per ½ pint. (Recorded in minutes in full)

Pavement markings throughout Fort Bend County:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to PAIGE BARRICADES in the amount of .065 per linear foot for pavement markings throughout Fort Bend County. (Recorded in minutes in full)

Office supplies:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to INTERNATIONAL BUSINESS CONSUMABLES for office supplies at 43.875 % discount. (Recorded in minutes in full)

24. ADOPT 1989 BUDGETS FOR FORT BEND COUNTY & FORT BEND COUNTY DRAINAGE DISTRICT:

Move by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to adopt 1989 budgets for Fort Bend County with exclusion of a position for Fire Marshall/Emergency Management Dept., and transfer the $12,000 into contingency fund and adopt 1989 Fort

38 0042

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)

AS PER ORIGINAL
H-040-5903-61

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 80987

Formal notice is hereby given that Sugarland Properties, Inc.*, propo to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or acro 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	Cas

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Enlarge existing esplanade opening within Austin Parkway right-of-way approximately 420' west of the intersection of Mesquite Drive and Austin Parkway.

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

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

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

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

COMPANY NAME: Lichliter/Jameson & Assoc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week

James B. Snell
(Signature)

NAME & TITLE James B. Snell
Project Manager
(Please Print)

DATE: September 13, 1988
ADDRESS 11111 Brooklet Dr., Suite 100
(Street/P.O. Box)

Houston, Texas 77099-3596
City State

AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of February, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Co. dated 2-2-89, permit no. 81015 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shieles, 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

returned to F Bend Telephone 2/21/89

Appl. # 81015

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

2-16-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

38 0045

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81015

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

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

Road or ~~Ditch~~ Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
COW CREEK RD.	2,419' FROM COW CREEK @ MEYER STUHRENBERG	60'	X			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
COW CREEK RD.	2,419' FROM COW CREEK @ MEYER STUHRENBERG	1,252' SOUTH	1,252'

General Description

FORT BEND TELEPHONE CO. TO PLACE A BURIED LINE ON COW CREEK RD. SEE ATTACHED SHEETS FOR DETAILS

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~~ 3039

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

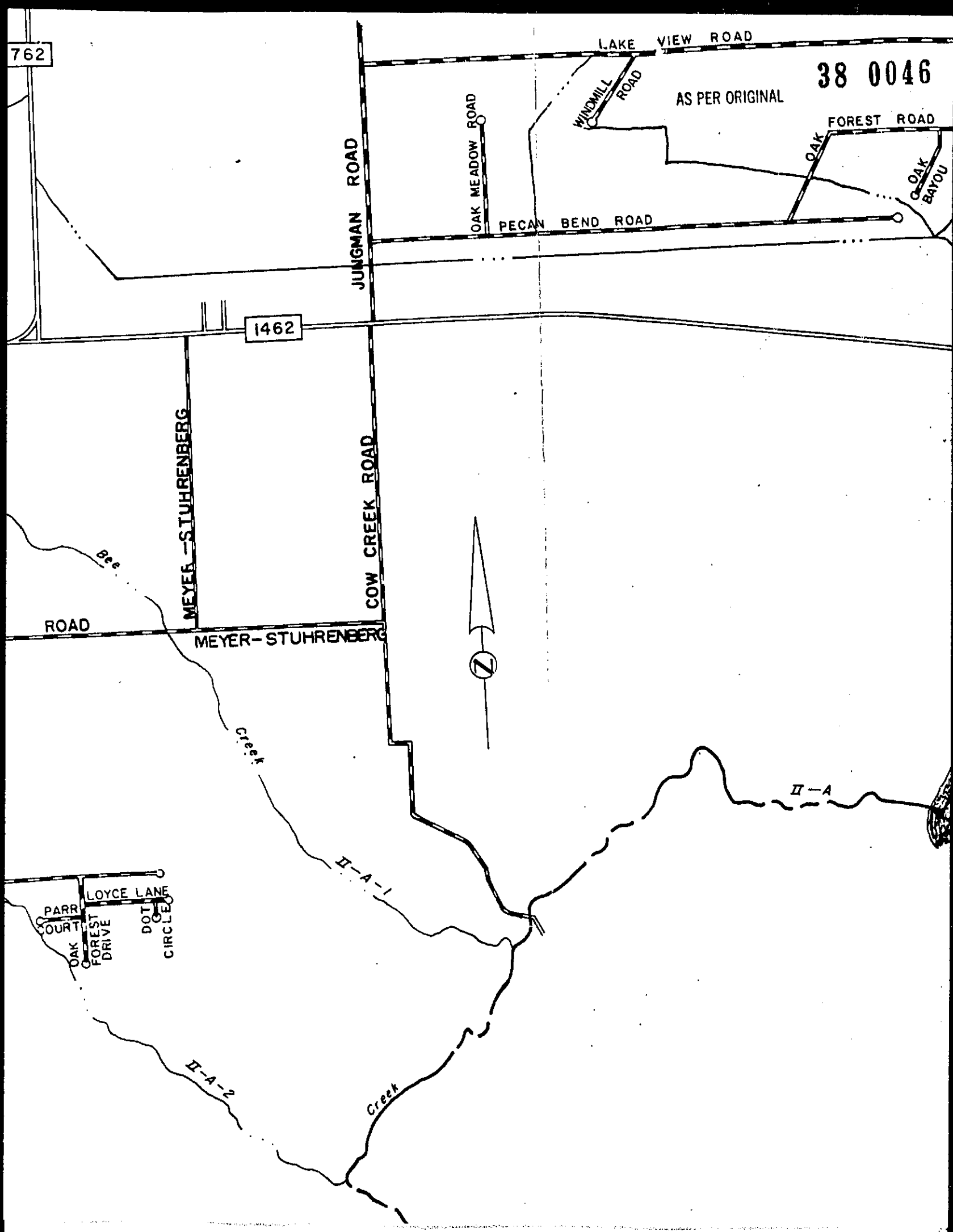
COMPANY NAME: Fort Bend Telephone Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Kenny Smerek
(Signature)

NAME & TITLE KENNY SMEREK ENGINEER
(Please Print)

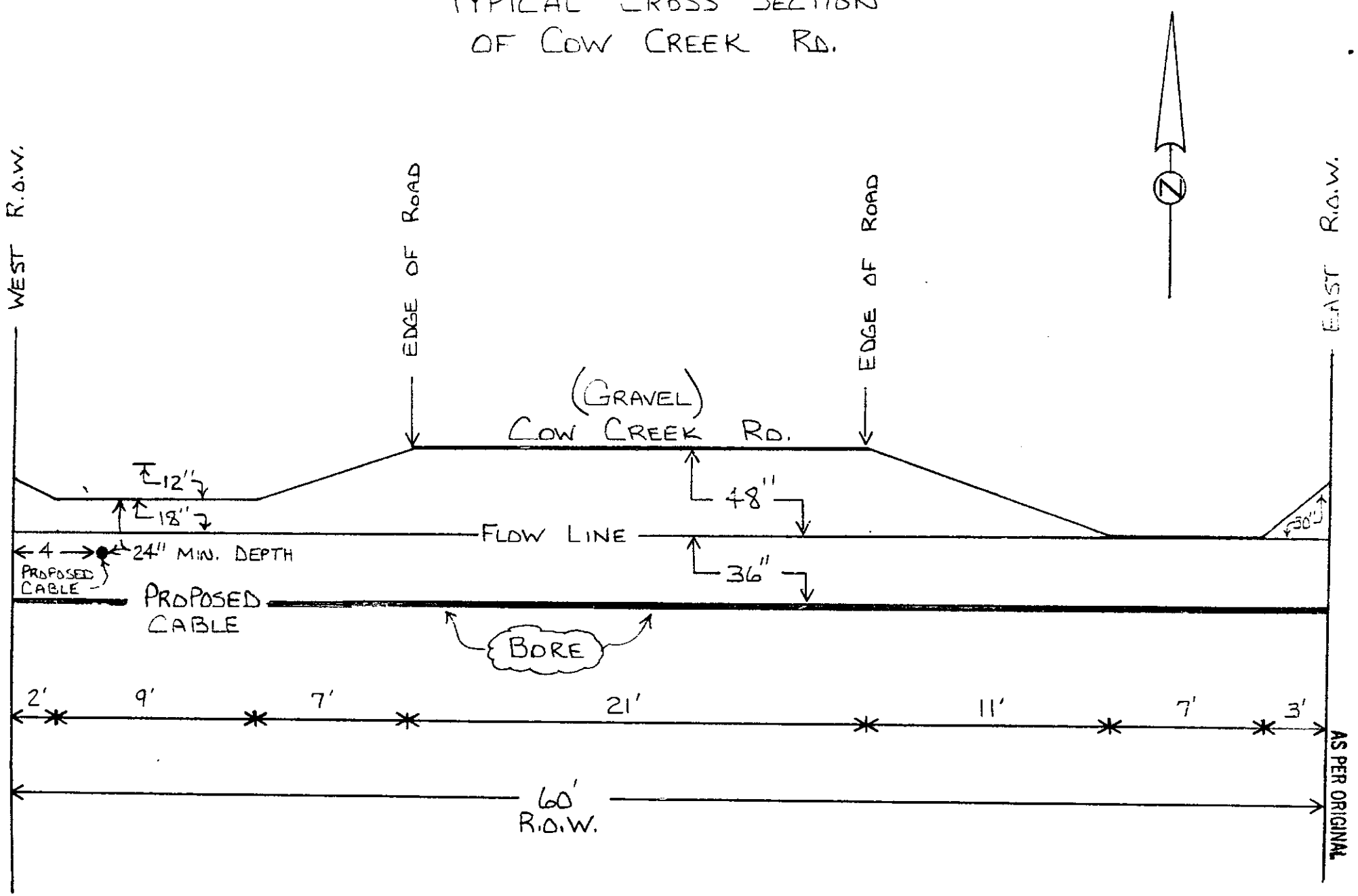
DATE: FEB. 2, 1989
ADDRESS 24403 Roesner Rd.
(Street/P.O. Box)

Katy, Tx. 77450
City State Zip

TELEPHONE NO: 713-392-9701


38 0046
AS PER ORIGINAL
LAKE VIEW ROAD
WINDMILL ROAD
OAK MEADOW ROAD
FOREST ROAD
OAK
OAK BAYOU
PECAN BEND ROAD
JUNGMAN ROAD
762
1462
MEYER-STUHRENBERG
COW CREEK ROAD
MEYER-STUHRENBERG ROAD
Bee Creek
II-A-1
II-A-2
II-A
Creek
LOYCE LANE
PARR COURT
OAK
FOREST DRIVE
DOT CIRCLE
N

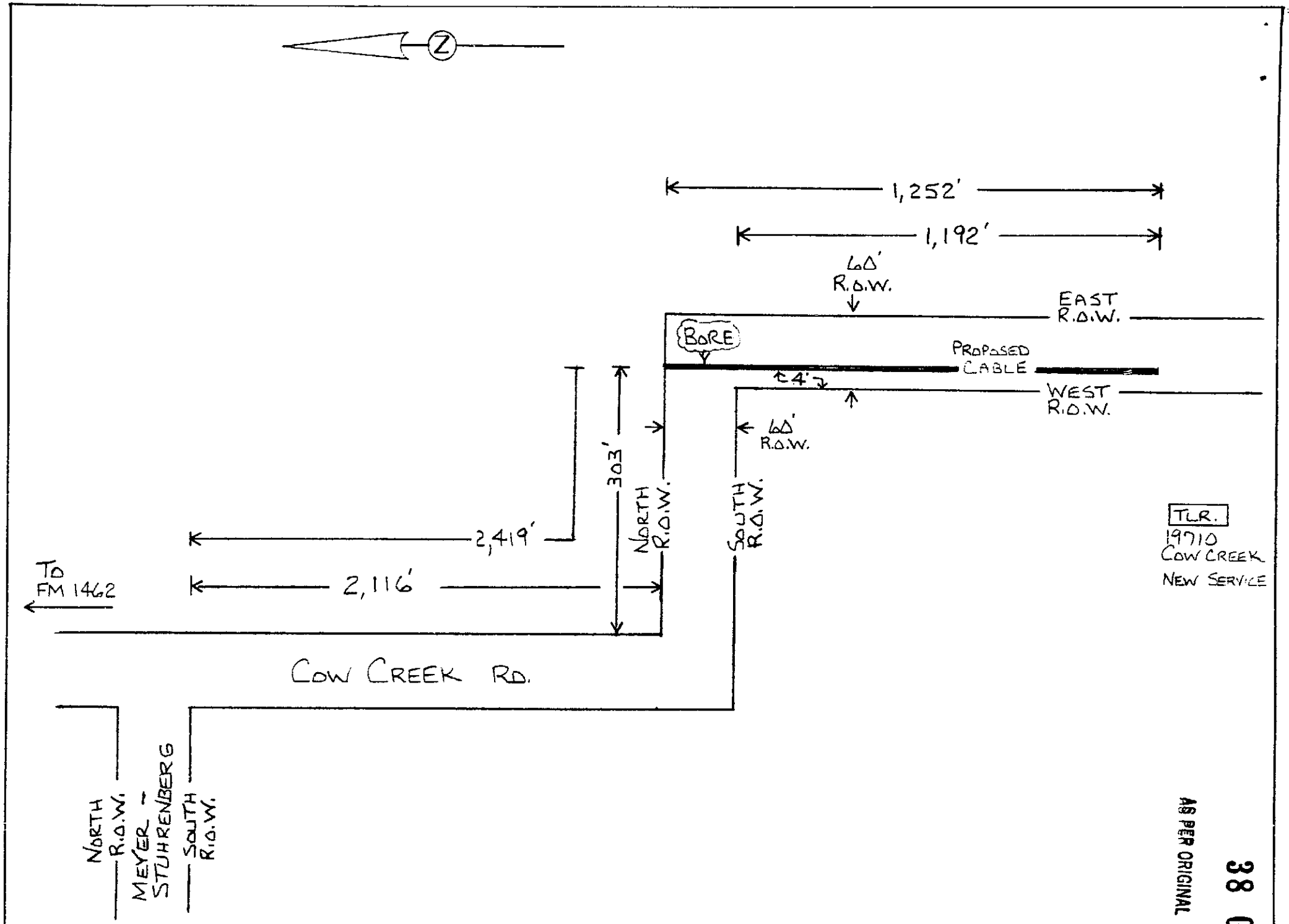
TYPICAL CROSS SECTION OF COW CREEK RD.



AS PER ORIGINAL

38 0047

TITLE PROFILE OF COW CREEK RD.	SCALE: 1" = 6' DRAWN BY: K.S. DATE: 2-3-89	EXCHANGE: PECAN BEND COUNTY: FORT BEND	FORT BEND TELEPHONE CO. 24463 ~~22403~~ ROESNER RD. KATY, TEXAS 77450 ENGINEERING DEPARTMENT



TITLE PLACE PROPOSED ON COW CREEK RD.	SCALE: N.T.S. DRAWN BY: K.S. DATE: 2-3-89	EXCHANGE: PECAN BEND COUNTY: FORT BEND	FORT BEND TELEPHONE CO. 24403 ~~22403~~ ROESNER RD. KATY, TEXAS 77450 ENGINEERING DEPARTMENT

20. 10:45 A.M.-HOLD PUBLIC HEARING ON REPLAT OF THE GREENS, SEC. 2-A, PECAN GROVE PLANTATION, PCT. 4, AND CONSIDER TAKING ACTION:

Bobby Jones representing Pecan Grove Association discussed purpose of replat.

Vernon Lasch - homeowner of The Greens request purchase of a portion of Lot 23 at a fair market value.

No court action.

21. AUTHORIZE ADVERTISING FOR BIDS FOR (1) SELF PROPELLED SWEEPER, (2) PNEUMATIC ROLLER:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to advertise for bids for self propelled sweeper and pneumatic roller.

22. ACCEPT OR REJECT BIDS ON THE FOLLOWING: (1) RENTAL OF COPY MACHINES (#89-018); (2) ONE OR MORE NEW FULL-SIZE 1/2 PICKUP TRUCKS (#89-030); (3) ONE OR MORE NEW 1500 GALLON ASPHALT DISTRIBUTOR, MOUNTED ON A NEW TRUCK WITH OR WITHOUT TRADE-IN (#89-031); (4) PURCHASE OF FURNITURE FOR THE COUNTY COURTS-AT-LAW (#88-55) AND FURNITURE FOR OTHER TENANTS IN TRAVIS ANNEX (#88-56):

Accept or reject bids on rental of copy machines:

John Hammett, Purchasing Agent request all copy machine bids be rejected and re-advertise under new specification.

Joe Grooms, Jr. representing Konica Business Machines submitted a letter making reference to Konica's notes in the original bid.

Hal Grady representing Southwest Copier object to the letter from Konica.

Moved by Commissioner Pressley to postpone for research by legal counsel. Failed due to lack of a second.

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject all copy machine bids (89-018), rewrite the specs and readvertise. (Recorded in minutes in full)

Accept or reject bids for one or more new full-size 1/2 pickup trucks:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to BARRETT GMC TRUCKS in the amount of $9,691.00 (base) for one full-size 1/2 pickup trucks. (Recorded in minutes in full)

Accept or reject one or more new 1500 gallon asphalt distributor, mounted on a new truck with or without trade-in:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reject all bids and readvertise for same. (Recorded in minutes in full)

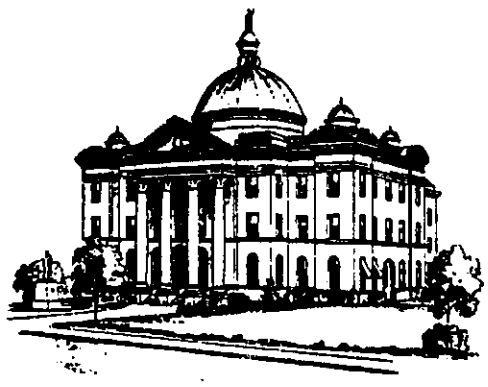
Accept or reject purchase of furniture for the County Courts-at-Law:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to award bid for purchase of furniture for the County Courts-at-Law, County Clerk, Justice of the Peace

22/1

38 0050

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

February 15, 1989

Each Member
Commissioners Court
Fort Bend County, Texas

Re: Copy Machine Rental - Bid #89-018.

Dear Judge Stavinoha and Commissioners,

Please find copies of the following documents attached:

1. Page 12 of the bid from Konica Business Machines.

2. Letter - Southwest Copiers, Inc. February 9, 1989.

3. Bid Tabulation of Bid #89-018.

On item 1 above, page 12 of Konica's bid, please note that they have added 2 stipulations which were not in the specifications. Had we included those 2 items in the specs I feel sure that other vendors would have been able to offer lower prices for their services. To accept their bid as written would be inviting trouble; I recommend that the Commissioners Court consider rejecting the bid.

On item 2 above Southwest Copiers, on February 10th, advised the four County Commissioners and myself of their intent to withdraw 15 copiers which the County now rents from that firm; there was no explanation. The withdrawal of those 15 copiers would leave the county seriously handicapped. I recommend that the Commissioners Court consider rejecting the bid from Southwest Copiers based upon the above reason.

In addition to the above, on Thursday, February 9th, we learned that, unbeknownst to us, at least 3 of the copiers on our bid were already on rental agreements (from Southwest Copiers) signed by County Officials (Judge Dickerson, District Clerk, and EMS). These copiers must be removed from the bid invitation. We have asked for copies of any other agreements the vendor may have with the County.

Item 3 above is a tabulation of the bids we opened on February 6th. The total monthly bid cost was determined by multiplying the cost per copy offered by the vendor times the number of copies we expect each department to make in a month. Our expectations are based upon historical data provided us by each user. Please note that the 3rd low bidder is at least $20,000 more per year than we want to pay.

Based upon the entire picture above I recommend that the Commissioners Court reject all bids, authorize a re-write of the specifications to exclude those copiers now under contract, and to re-advertise for bids based upon the revised specifications.

Sincerely yours,

John J. Hammett

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
2 - 6 - 89	89-018	1 - 23 - 89	12	12

24. PERSONNEL
500 LIBERTY
RICHMOND, TEXAS

a. One (1) copier with Automatic Document Feeder.
b. Copies per minute: 25.
c. Estimated monthly usage: 10,000.
d. Reduction and enlargement mode.
e. Automatic paper selection.
f. Automatic exposure control.
g. Paper sizes: 8.5" x 11" to 11" x 17".
h. LIST MAKE AND MODEL (Must be stated): Konica/Royal 2803ZMR/ADF/Stand
i. BID PRICE, COST PER COPY, ALL INCLUSIVE: $0.021*.

REFERENCES:
1. Memorial Hospital Systems — Ruth Moore — 776-6917 OK
2. Internal Revenue Service — Juliet Hinojosa — 953-6103 OK
3. Rockwell Shuttle Operations — John Miller — 282-4235 OK

NOTE: THE POWER REQUIREMENTS FOR THE MODELS BID ARE:
KONICA/ROYAL 1602MR/1803ZMR/2203ZMR/2290/2803ZMR/3290: 115V,15A
KONICA/ROYAL 4003ZMR: 115V,15A DEDICATED LINE
KONICA/ROYAL 5503ZMR: 115V.20A DEDICATED LINE (NEMA 5-20R,20A, 125V, Dual Receptacle)

*NOTE: THE COST PER COPY BID PRICE OF $0.021 IS WITH A MONTHLY MINIMUM BILLING OF 130,000 COPIES AGGREGATE. [redacted]
THE COST PER COPY BID PRICE INCLUDES ONGOING TRAINING AT ALL LOCATIONS AT ALL TIMES.

*IF A MACHINE(S) IS TERMINATED, THERE WILL BE A REMOVAL CHARGE OF $60.00 PER LOCATION.

Not on specs

If we permit this to one bidder we must grant it to all bidders.

INITIALS OF BIDDER: [illegible] DATE: 1/27/89

Item 1

38 0053

AS PER ORIGINAL

Southwest Copiers Inc.
909 Sixth Street
Rosenberg, Texas 77471
(713) 342-8253

February 9, 1989

Fort Bend County
Courthouse
Richmond, Texas 77469

County Judge Jodie Stavinoha:

This serves as cancellation notice on the following rental copiers, effective March 1st, 1989:

1.	Model - 4003	Department -	Adult Probation;
2.	130		Constable Precinct # 1
3.	2502		District Attorney;
4.	2502		District Attorney;
5.	2803		District Attorney;
6.	2803		District Clerk;
7.	4003		Extension Service;
8.	2502		Sheriff's Department;
9.	4003		Sheriff's Department;
10.	1602		Sheriff's Department;
11.	2502		Law Academy;
12.	2502		Personnel Department;
13.	1803		Commissioner Precinct 1;
14.	1602		Treasurer;
15.	2502		Welfare Department.

Sincerely;

Hal B. Grady

Hal B. Grady - President
Southwest Copiers, Inc.

Rec'd 2-10-89
4:30 PM

HBG/lk

Copies to:
John Hammett;
Bud O'Shields;
Ben Denham;
Bob Lutts;
Alton Presley

Item 2

MEETING THE OFFICE COPIER NEEDS OF TODAY

38 0054

AS PER ORIGINAL

Item 3

RENTAL OF COPY MACHINES FOR FORT BEND COUNTY
BID #89-018

COMPANY	TOTAL MONTHLY BID PRICE FOR TWENTY FOUR (24) MACHINES	REFERENCES SUBMITTED	INSTALLATION OR REMOVAL	COST 12 MONTHS PLUS INSTALLATION AND REMOVAL (24 MACHINES)	REMARKS
KONICA BUSINESS MACHINES 10161 HARWIN DRIVE, SUITE 117 HOUSTON, TEXAS 77036	$3,528.00	YES	$60.00	$45,216.00	MINIMUM OF $2,730/MONTH
SOUTHWEST COPIERS, INC. 909 6TH STREET ROSENBERG, TEXAS 77471	$4,790.00	YES	$0.00	$57,480.00	
MINOLTA BUSINESS SYSTEMS 2872 ANTOINE HOUSTON, TEXAS 77092	$6,501.60	YES	$100.00	$80,419.20	
ALLSTATE COPY SYSTEMS, INC. 9818 WILCREST HOUSTON, TEXAS 77099	$6,634.31	YES	$34.00	$80,427.72	
COPITECH PLUS, INC. 5875 WEST 34TH ST. HOUSTON, TEXAS 77092	$8,232.00	YES	$0.00	$98,784.00	
MONROE SYSTEMS FOR BUSINESS 9488 KIRBY HOUSTON, TEXAS 77054	$9,835.00	YES	$50.00	$119,220.00	
GLOBAL SERVICES, INC. P.O. BOX 14689 HOUSTON, TEXAS 77221-4689	$4,872.00	NO	$75.00	$59,364.00	DOES NOT MEET SPECIFICAITONS (REFERENCES)
GLOBAL SERVICES (ALTERNATE P.O. BOX 14689 HOUSTON, TEXAS 77221-4689	ALTERNATE BID DOES NOT MEET SPECIFICATIONS: MACHINES DO NOT HAVE AUTO PAPER SELECT AND AUTO ZOOM AS REQUIRED; REFERENCES NOT SUBMITTED AS REQUIRED.				

Copy Machines Under Rental Agreements

Dept	Monthly Rent	Expiration
Tax Office, 1st Floor	200.00	11-23-89
Tax Office, Basement	150.00	11-23-89
EMS	195.00	4-10-90
District Clerk	375.00 Thru May	5-14-90
Emergency Management	150.00	7-31-90
Judge Dickerson	235.00 Thru Aug	8-16-90

38 0056 22/,

Konica

February 20, 1989

Fort Bend County Commissioners Court
500 Jackson Street
Richmond, Texas 77469

Dear County Judge and Commissioners:

Per the Terms and Conditions on page one (1) of your Bid #89-018 for photocopiers, Konica Business Machines U.S.A., Inc. requests that our attachments on page twelve (12) referring to minimum billings and removal charges be deleted from our offer in their entirety. As your Bid Terms and Conditions states that "unsolicited attachments will be discarded", we hereby withdraw these terms.

Konica's response to your Bid #89-018 complies with your Bid's Terms and Conditions in their entirety, and as low bidder, we hereby request that Bid #89-018 be awarded to our company.

Sincerely,

Joe Grooms, Jr.
Branch Sales Manager

cc: John Sandberg
Vice President Legal Counsel

KONICA BUSINESS MACHINES U.S.A., INC.
10161 HARWIN DRIVE • SUITE 117 • HOUSTON, TEXAS 77036 • 713-995-0643 • FAX 713-995-9834

22/4

PURCHASE OF FURNITURE FOR THE COUNTY COURTS-AT-LAW LOCATED IN THE NEW WILLIAM B. TRAVIS COURTHOUSE ANNEX, RICHMOND, TEXAS. BID #88-55

INDEX

DEPARTMENT AND LOCATION	PAGE NUMBER
COUNTY COURT-AT-LAW #2, JURY ROOM - ROOM #310A	1
COUNTY COURT-AT-LAW #2, JUDGE'S OFFICE - ROOM #316	2
COUNTY COURT-AT-LAW #2, COFFEE BAR - ROOM #317	3
COUNTY COURT-AT-LAW #2, RECEPTION AREA - ROOM #318	4
COUNTY COURT-AT-LAW #1 AND #2, COMPUTER ROOMS - ROOM #320 & 328	5
COUNTY COURT-AT-LAW #1 AND #2, WAITING ROOM - ROOM #323	6
COUNTY COURT-AT-LAW #1, COURT COORDINATOR - ROOM #324	7
COUNTY COURT-AT-LAW #1, COURT REPORTER - ROOM #327	8
COUNTY COURT-AT-LAW #1, RECEPTION AREA - ROOM #330	9
COUNTY COURT-AT-LAW #1, JUDGE'S OFFICE - ROOM #331	10
COUNTY COURT-AT-LAW #1, CONFERENCE ROOM - ROOM #332	11
COUNTY COURT-AT-LAW #1, COFFEE BAR - ROOM #333	12
COUNTY COURT-AT-LAW #1, JURY ROOM - ROOM #337	13
COUNTY COURT-AT-LAW #1, COURTROOM - ROOM #340	14 THRU 15
COUNTY COURT-AT-LAW #1, BAILIFF - ROOM #341	16
COUNTY COURT-AT-LAW #1 AND #2, CENTRAL JURY ROOM - ROOM #346A	17
DEPUTY CLERK, PROBATION OFFICE - ROOM #354	18
COUNTY COURT-AT-LAW #1 AND #2, ATTORNEY/CLIENT CONFERENCE - ROOM #355	19
COUNTY COURT-AT-LAW #2, COURTROOM - ROOM #357	20 THRU 21

38 0057

AS PER ORIGINAL

1. DEPARTMENT AND LOCATION: COUNTY COURT-AT-LAW #2, JURY ROOM - ROOM #310A

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	TABLE, CONFERENCE, BOAT SHAPED, 48"D X 144"W X 29"H DROEMER 48-144 LAMINATE: WILSONART GUNSTOCK WALNUT	$440.47/EA.	$459.00/EA.	NO BID	NO BID
B.	14	CHAIRS, EXECUTIVE, MEDIUM BACK. UNITED FM-11. BASE/FRAME: CHAR-BROWN MATTE. UPHOLSTERY: AM28 ROSE MIX.	NO BID	$245.46/EA.	NO BID	NO BID
			440.47	3436.44		

TOTAL ALL FURNITURE: $59,645.49

AS PER ORIGINAL

38 0058

2. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #2, JUDGE'S OFFICE, ROOM #316

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	SOFA, 76"W X 35"D X 35-1/2"H. ESTATE HOUSE. VINYL: 216B WINE TO MATCH CHAIRS.	NO BID	*$657.45/EA.	NO BID	NO BID
B.	3	CHAIRS HIGH POINT. VINYL: 216B WINE.	NO BID	$268.12/EA.	NO BID	NO BID
C.	1	TABLE, MAGAZINE, 22" X 44" X 16". KIMBALL 9200 SERIES, TT2-2244 WSW.	NO BID	$239.03/EA.	NO BID	NO BID
D.	1	TABLE, CORNER, 26" X 26" X 19". KIMBALL 9200 SERIES, TT2-2626 WJW.	NO BID	$196.91/EA.	NO BID	NO BID
				1,897.75		

*VINYL NOT AVAILABLE: BIDDING LUI MAUVE FABRIC.

AS PER ORIGINAL

38 0059

3. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #2, COFFEE BAR - ROOM #317

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	TABLE, LAMINATE, WITH CHROME BASE 24"D X 48"L LAMINATE: WILSONART WILDROSE.	$125.16/EA.	$107.60/EA.	NO BID	NO BID
B.	3	CHAIRS, TUBULAR 16"W X 20-1/2"D X 34-1/2"H. CE-25 BENTWOOD STYLE. FRAME: CHROME. VINYL: SPECTRA SP-1 GUNMETAL.	NO BID	$63.18/EA.	NO BID	NO BID
				297.14		

38 0060

AS PER ORIGINAL

4. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #2, RECEPTION AREA - ROOM #318

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	DESK, SINGLE PEDESTAL, LEFT, 60" X 30" X 30". DMI 7336-380. FINISH: CLASSIC WALNUT.	NO BID	$375.00/EA.	$447.85/EA.	NO BID
B.	1	RETURN, RIGHT, SECRETARIAL 43" X 21" X 27". DMI 7336-389. FINISH: CLASSIC WALNUT.	NO BID	$243.00/EA.	$288.34/EA.	NO BID
C.	1	CREDENZA, KNEEHOLE, 66" X 20" X 30", TWO FILE DRAWERS; TWO UTILITY DRAWERS; PULLOUT COMPUTER KEYBOARD SHELF IN KNEEHOLE. DMI 7336-21. FINISH: CLASSIC WALNUT.	NO BID	$458.25/EA.	$539.88/EA.	NO BID
D.	1	TABLE, PRINTER, 30" X 24" X 29", THREE SLOTS FOR PAPER FEED, TWO SHELVES FOR PAPER STACK AND STORAGE. DMI 7336-12. FINISH: CLASSIC WALNUT.	NO BID	$194.50/EA.	$233.13/EA.	NO BID
E.	2	FILES, LATERAL, 32" X 19" X 30". DMI 7336-15. FINISH: CLASSIC WALNUT.	NO BID	$270.75/EA.	$320.25/EA.	NO BID
F.	4	CHAIRS, GUEST, 24"W X 27" D X 35-1/2"H. PAOLI 511-1. FINISH: #45 CONTEMPO WALNUT. FABRIC: R-24094 RUBY.	NO BID	$205.00/EA.	NO BID	$259.86/EA.
G.	1	TABLE, CORNER, 26" X 26" X 19". KIMBALL TT2-2626 WJW. FINISH: EARLY WALNUT.	NO BID	$196.91/EA.	NO BID	NO BID
H.	1	CHAIR, POSTURE, SECRETARIAL, W/5 STAR BASE AND CARPET CASTERS. PAOLI 170-4. FRAME: #45 CONTEMPO WALNUT. FABRIC: R-23487 BURGUNDY.	NO BID	$147.50/EA.	NO BID	$190.86/EA.
				2,976.66		

AS PER ORIGINAL

38 0061

5. DEPARTMENT/LOCATION: COUNTY COURTS-AT-LAW #1 AND #2, COMPUTER ROOMS - ROOM #320 & 328

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	4	TABLES, LAMINATE, 72"W X 30"D X 27-1/2"H. DROEMER R7230. LAMINATE: WILSONART W313A-6 GUNSTOCK WALNUT.	$277.00/EA.	$270.00/EA.	$295.18/EA.	NO BID
B.	2	CHAIRS, SWIVEL, POSTURE, SECRETARIAL, W/5 STAR BASE AND CARPET CASTERS. PAOLI 170-4. BASE: #45 CONTEMPO WALNUT. FABRIC: R-23487 BURGUNDY.	NO BID	$147.50/EA.	NO BID	$190.86/EA.
C.	4	CHAIRS, ARM, W/TUFTED BACK AND NAILHEAD TRIM, WITH CARPET CASTERS. PAOLI 257-7. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$205.00/EA.	NO BID	$259.86/EA.
				2,195.00		

AS PER ORIGINAL

38 0062

6. DEPARTMENT/LOCATION: WAITING ROOM, (UTILIZED BY BOTH COURTS) - ROOM #323

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	2	SOFAS, W/TUFTED BACK 86"W X 34"D X 37"H. PAOLI 753-1 TRADITIONAL. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$820.75/EA.	NO BID	$1,018.86/EA.
B.	2	TABLES, CORNER, 26" X 26" X 19". KIMBALL TT2-2626 WJW. FINISH: EARLY WALNUT.	NO BID	$196.91/EA.	NO BID	NO BID
				2,035.32		

AS PER ORIGINAL

38 00631

7. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, COURT COORDINATOR - ROOM #324 (REV. 2-16-89)

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	TABLE, PRINTER, 30" X 24" X 29", W/THREE SLATS FOR PAPER FEED, 2 SHELVES FOR PAPER STACK AND PAPER STORAGE. DMI 7336-12. FINISH: CLASSIC WALNUT.	NO BID	$194.50/EA.	$233.13/EA.	NO BID
B.	1	CREDENZA, 66" X 20" X 30", WITH KNEEHOLE SPACE, TWO FILE DRAWERS, TWO UTILITY DRAWERS, PULLOUT COMPUTER KEYBOARD SHELF IN KNEEHOLE. FINISH: CLASSIC WALNUT.	NO BID	$485.25/EA.	$539.88/EA.	NO BID
C.	1	CHAIR, POSTURE, SECRETARIAL, W/T STAR BASE AND CARPET CASTERS. PAOLI 170-4. FRAME: #45 CONTEMPO WALNUT. FABRIC: R-23487 BURGUNDY.	NO BID	$147.50/EA.	NO BID	$190.86/EA.
				827.25		

AS PER ORIGINAL

38 0064

8. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, COURT REPORTER - ROOM #327

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	2	CHAIRS, ARM, W/TUFTED BACK AND NAILHEAD TRIM. PAOLI 257-7. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$205.00/EA. 410.00	NO BID	$259.86/EA.

AS PER ORIGINAL

38 0065

9. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, RECEPTION AREA - ROOM #330

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	DESK, SINGLE PEDESTAL, RIGHT, 60" X 30" X 30". DMI 7336-20. FINISH: CLASSIC WALNUT.	NO BID	$375.00/EA.	$539.88/EA.	NO BID
B.	1	RETURN, LEFT, SECRETARIAL 43" X 21" X 27". DMI 7336-399. FINISH: CLASSIC WALNUT.	NO BID	$243.00/EA.	$539.88/EA.	NO BID
C.	1	CREDENZA, KNEEHOLE, 66" X 20" X 30", TWO FILE DRAWERS; TWO UTILITY DRAWERS; PULLOUT COMPUTER KEYBOARD SHELF IN KNEEHOLE. DMI 7336-21. FINISH: CLASSIC WALNUT.	NO BID	$458.25/EA.	$539.88/EA.	NO BID
D.	1	TABLE, PRINTER, 30" X 24" X 29", THREE SLOTS FOR PAPER FEED, TWO SHELVES FOR PAPER STACK AND STORAGE. DMI 7336-12. FINISH: CLASSIC WALNUT.	NO BID	$194.50/EA.	$233.13/EA.	NO BID
E.	2	FILES, LATERAL, 32" X 19" X 30" DMI 7336-15. FINISH: CLASSIC WALNUT.	NO BID	$270.75/EA.	$325.15/EA.	NO BID
F.	4	CHAIRS, GUEST, 24"W X 27" D X 35-1/2"H. PAOLI 511-1. FINISH: #45 CONTEMPO WALNUT. FABRIC: R-24054 BERRY.	NO BID	$205.00/EA.	NO BID	$259.86/EA.
G.	1	TABLE, CORNER, 26" X 26" X 19". KIMBALL TT2-2626 WJW. FINISH: EARLY WALNUT.	NO BID	$196.91/EA.	NO BID	NO BID
H.	1	CHAIR, POSTURE, SECRETARIAL, W/5 STAR BASE AND CARPET CASTERS. PAOLI 170-4. FRAME: #45 CONTEMPO WALNUT. FABRIC: R-23487 BURGUNDY.	NO BID	$147.50/EA.	NO BID	$190.86/EA.
				2,976.66		

AS PER ORIGINAL

38 0066

10. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, JUDGES OFFICE - ROOM #331 (REV. 2-16-89)

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	SOFA, W/TUFTED BACK AND NAILHEAD TRIM. PAOLI 753-1 FRAME: #45 CONTEMPO WALNUT. VINYL: E-24211 WALNUT.	NO BID	$820.75/EA.	NO BID	$1,018.86/EA.
B.	4	CHAIRS, ARM W/TUFT BACK AND NAILHEAD TRIM, W/CARPET CASTERS. PAOLI 267-7. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24211 WALNUT.	NO BID	$205.00/EA.	NO BID	$259.86/EA.
				1640.75		

38 0067

AS PER ORIGINAL

11. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, CONFERENCE ROOM - ROOM #332

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	TABLE, CONFERENCE, 84"D X 42"W X 30"H. DMI 7336-05. LAMINATE: CLASSIC WALNUT.	NO BID	$444.50/EA.	$526.38/EA.	NO BID
B.	6	CHAIRS, ARM, W/TUFTED BACK AND NAILHEAD TRIM, WITH CARPET CASTERS. PAOLI 257-7. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$205.00/EA.	NO BID	$259.86/EA.
				1,674.50		

AS PER ORIGINAL

38 0068

12. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, COFFEE ROOM - ROOM #333 (REV. 2-16-89)

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	TABLE, LAMINATE, WITH CHROME BASE 24"D X 48"L LAMINATE: WILSONART WARNSHADOW.	$125.16/EA.	$110.00/EA.	NO BID	NO BID
B.	2	CHAIRS, TUBULAR 16"W X 20-1/2"D X 34-1/2"H CE-25 BENTWOOD STYLE. FRAME: CHROME. VINYL: SPECTRA SP-1 GUNMETAL.	NO BID	$63.18/EA.	NO BID	NO BID
				236.36		

AS PER ORIGINAL

38 0069

13. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, JURY ROOM - ROOM #337

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	TABLE, CONFERENCE, BOAT SHAPED, 48"D X 144"W X 29"H DROEMER 48-144 LAMINATE: WILSONART GUNSTOCK WALNUT	$440.47/EA.	$459.00/EA.	$456.18/EA.	NO BID
B.	14	CHAIRS, EXECUTIVE, MEDIUM BACK W/CARPET CASTERS. UNITED FM-11. BASE/FRAME: CHAR-BROWN MATTE. UPHOLSTERY: AM28 ROSE MIX.	NO BID	$245.46/EA.	$286.05/EA.	NO BID
			440.47	3,436.44		

38 0070

AS PER ORIGINAL

14. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, COURTROOM - ROOM #340

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A. 13	CHAIRS, JURY SEATING: APPROVED BY COMMISSIONERS COURT 2-13-89.				
B. 1	CHAIR, HIGH BACK, TILT/SWIVEL, 5 STAR BASE, W/CARPET CASTERS, 27"W X 31-1/2"D X 42-1/2"H (ADJ.), JUDGE'S CHAIR. GREGSON 563 HB FRAME/BASE: MEDIUM OAK. LEATHER: 341-52 ROYAL.	NO BID	$1,056.00/EA.	NO BID	NO BID
C. 1	CHAIR, POSTURE, CLERICAL, WITH CARPET CASTERS, COURT REPORTER'S CHAIR. PAOLI 170-4. BASE: MEDIUM OAK 75 FABRIC: MAHARAM M400201/29 OPALINE NYLON "OTTOMAN" 54"W.	NO BID	$212.50/EA.	NO BID	$267.63/EA.
D. 2	CHAIR, TILT/SWIVEL, 5 STAR BASE, WITH CARPET CASTERS, BALIFF AND CLERK SEATING. PAOLI 249-4. FRAME/BASE: MEDIUM OAK 75 FABRIC: MAHARAM M400201/29 OPALINE, NYLON "OTTOMAN" 54"W.	NO BID	$287.50/EA.	NO BID	$357.63/EA.
E. 4	CHAIR, SIDE, WITH CARPET CASTERS, ATTORNEY/CLIENT SEATING. PAOLI 248-7. FRAME: MEDIUM OAK 75. VINYL: PAOLI "E" GRADE GLAZED, SAPPHIRE.	NO BID	$182.50/EA.	NO BID	$231.63/EA.
F. 4	CHAIR, SIDE, SPECTATOR SEATING. PAOLI 248-1. FRAME: MEDIUM OAK 75. VINYL: PAOLI "E" GRADE GLAZED, SAPPHIRE.	NO BID	$165.00/EA.	NO BID	$210.63/EA.
			3,233.50		

AS PER ORIGINAL

38 0071

COUNTY COURT-AT-LAW #1, COURTROOM - ROOM #340 (CONTINUED #14).

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
G. 1	PODIUM, PORTABLE, LAMINATE, WITH CARPET CASTERS, 18" X 24" X 45". DROEMER. LAMINATE: NEVAMAR S-3-30T, TEXTURED GROTTO.	$258.18/EA.	$228.00/EA.	$215.28/EA.	NO BID
H. 1	EASLE, CLARIDGE #105.	NO BID	$90.00/EA.	$79.75/EA.	NO BID
				295.03	

AS PER ORIGINAL

38 0072

15. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, BAILIFF, ROOM #341.

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	1	DESK, SINGLE PEDESTAL, 30" X 46" X 29", W/CENTER DRAWER (LOCKING), PEDESTAL CONTAINING ONE BOX DRAWER AND ONE FILE DRAWER. DROEMER P4630. LAMINATE: WILSONART GUNSTOCK WALNUT.	$284.02/EA.	$283.87/EA.	$259.66/EA.	NO BID
B.	1	CHAIR, SWIVEL TILT, W/5 STAR BASE & CARPET CASTERS. PAOLI 512-5 TRADITIONAL. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$315.00/EA.	NO BID	$390.63/EA.
				315.00	259.66	

38 0073

AS PER ORIGINAL

16. DEPARTMENT/LOCATION: CENTRAL JURY ROOM (UTILIZED BY BOTH COUNTY COURTS-AT-LAW) - ROOM #346A (REV. 2-16-89)

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	80	CHAIR, STACKING, 24-1/2" X 22-1/2" X 31-1/2". PAOLI #509-1. FRAME: #45 CONTEMPO WALNUT. FABRIC: D 28045 MAUVE.	NO BID	$150.00/EA.	NO BID	$192.63/EA.
B.	2	TABLE, FOLDING 30" X 72" X 29" WALNUT PLASTIC LAMINATE TOP; BLACK MATTE ENAMEL APRON; TUBULAR. HOWE #1200 SERIES.	NO BID	$249.18/EA.	NO BID	NO BID

12,498.36

AS PER ORIGINAL

38 0074

17. DEPARTMENT/LOCATION: DEPUTY CLERK - PROBATION OFFICE, ROOM #354

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	2	TABLES, CONFERENCE, 84" X 42" X 30". DMI 7336-05. FINISH: CLASSIC WALNUT.	NO BID	$444.50/EA.	$526.38/EA.	NO BID
B.	15	CHAIRS, GUEST, W/UPHOLSTERED BACK & SEAT, NAILHEAD TRIM, 24"W X 24"D X 30"H, WITH CARPET CASTERS. PAOLI 281-7. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$149.00/EA.	NO BID	$192.63/EA.
				3,124.00		

AS PER ORIGINAL

38 0075

18. DEPARTMENT/LOCATION: ATTORNEY-CLIENT CONFERENCE, (UTILIZED BY BOTH COURTS) ROOM #355 (REV. 2-16-89)

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	6	TABLE, LAMINATE, 24"D X 48"W X 29"H DROEMER 4828 TB. LAMINATE: WILSONART GUNSTOCK WALNUT.	$91.16/EA.	$80.00/EA.	$191.61/EA.	NO BID
B.	18	CHAIR, POSTURE, CLERICAL, W/CARPET CASTERS. PAOLI 170-4. BASE: #45 CONTEMPO WALNUT. FABRIC: MANHARAM OTTOMAN M400201/07 MAUVE.	NO BID	$212.50/EA.	NO BID	$267.63/EA.
C.	2	PANELS, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA AP2468AN. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$211.71/EA.	NO BID	NO BID
D.	15	PANELS, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA AP3668AN. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$260.92/EA.	NO BID	NO BID
E.	5	PANELS, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA AP3868AN. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$306.25/EA.	NO BID	NO BID
F.	4	PANELS, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA ACL68N. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$75.00/EA.	NO BID	NO BID
G.	1	PANEL, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA ACT68N. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$75.00/EA.	NO BID	NO BID
H.	7	PANELS, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA ACC68WA. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$67.39/EA.	NO BID	NO BID
I.	6	PANELS, ACCOUSTICAL, 68" HIGH. KIMBALL CETRA ACW68N. FABRIC: 135 CHERRY NEUTRAL. TOP CAP: WALNUT.	NO BID	$75.00/EA.	NO BID	NO BID
				11,470.20		

AS PER ORIGINAL

38 0076

19. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #2, COURTROOM - ROOM #357

	QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	13	CHAIRS, JURY SEATING: APPROVED BY COMMISSIONERS COURT 2-13-89.				
B.	1	CHAIR, HIGH BACK, TILT/SWIVEL, 5 STAR BASE, W/CARPET CASTERS, 27"W X 31-1/2"D X 42-1/2"H (ADJ.), JUDGE'S CHAIR. GREGSON 563 HB FRAME/BASE: MEDIUM OAK. LEATHER: 341-22 WALNUT.	NO BID	$1,056.00/EA.	NO BID	NO BID
C.	1	CHAIR, POSTURE, CLERICAL, WITH CARPET CASTERS, COURT REPORTER'S CHAIR. PAOLI 170-4. BASE: MEDIUM OAK 75 FABRIC: MAHARAM M400201/07 MAUVE, NYLON "OTTOMAN" 54"W.	NO BID	$212.50/EA.	NO BID	$267.63/EA.
D.	2	CHAIR, TILT/SWIVEL, 5 STAR BASE, WITH CARPET CASTERS, BAILIFF/CLERK SEATING. PAOLI 249-4. FRAME/BASE: MEDIUM OAK 75 FABRIC: MAHARAM M400201/29 MAUVE, NYLON "OTTOMAN" 54"W.	NO BID	$287.50/EA.	NO BID	$357.63/EA.
E.	4	CHAIR, SIDE, WITH CARPET CASTERS, ATTORNEY/CLIENT SEATING. PAOLI 248-7. FRAME: MEDIUM OAK 75. VINYL: PAOLI "E" GRADE GLAZED, WALNUT.	NO BID	$182.50/EA.	NO BID	$231.63/EA.
F.	4	CHAIR, SIDE, SPECTATOR SEATING. PAOLI 248-1. FRAME: MEDIUM OAK 75. VINYL: PAOLI "E" GRADE GLAZED, WALNUT.	NO BID	$165.00/EA.	NO BID	$210.63/EA.
				3,233.50		

AS PER ORIGINAL

38 0077

COUNTY COURT-AT-LAW #2, COURTROOM - ROOM #357 (CONTINUED #19).

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
G. 1	PODIUM, PORTABLE, LAMINATE, WITH CARPET CASTERS, 18" X 24" X 45". DROEMER. LAMINATE: NEVAMAR S-3-30T, PLUM BROWN.	$258.18/EA.	$228.00/EA.	$215.28/EA.	NO BID
H. 1	EASLE, CLARIDGE #105.	NO BID	$ 90.00/EA.	$79.75/EA.	NO BID
				295.03	

38 0078

AS PER ORIGINAL

PURCHASE OF FURNITURE FOR TENANTS OF THE WILLIAM B. TRAVIS COURTHOUSE ANNEX
BID #88-56

DEPARTMENT	ACTUAL COST	INITIAL ESTIMATED COST	COST DIFFERENCE
COUNTY CLERK	$3,554.50	$2,934.00	$ 620.00
JUSTICE OF THE PEACE PCT #1	$2,616.00	$2,280.00	$ 336.00
VETERANS SERVICES	$3,670.19	$6,163.70	($2,493.51)
TOTAL:	**$9,840.69**	$11,377.70	($1,537.01)

38 0079

AS PER ORIGINAL

3. DEPARTMENT/LOCATION: COUNTY CLERK (REV. 2-16-89).

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	2	DESKS, SECRETARIAL, WITH RIGHT RETURNS. DROEMER P7236S (DESK). DROEMER 4820 (RETURN). LAMINATE: WILSONART GUNSTOCK WALNUT.	$565.45/EA.	$564.00/EA.	$588.17/EA.	NO BID
B.	2	DESK, EXECUTIVE, WITH RIGHT RETURN. DROEMER P6630S (DESK). DROEMER 4820 (RETURN). LAMINATE: WILSONART GUNSTOCK WALNUT.	$565.45/EA.	$532.00/EA.	$564.07/EA.	NO BID
C.	2	CREDENZA, WITH SLIDING DOORS. DROEMER P7220. LAMINATE: WILSONART GUNSTOCK WALNUT.	$384.36/EA.	$381.00/EA.	$396.23/EA.	NO BID
D.	4	CHAIRS, GUEST. PAOLI 111-1. FINISH: CONTEMPO WALNUT. FABRIC: R24044 CAMEO.	NO BID	$90.00/EA.	NO BID	$121.86/EA.
E.	2	BOOKCASES, 84"H X 36"W HARDWOOD SPECIALTISE 184W. FINISH: WALNUT.	NO BID	$184.80/EA.	$120.25/EA.	NO BID
				$3,314.00	$240.50	

TOTAL $3,554.50

AS PER ORIGINAL

38 0080

6. DEPARTMENT: JUSTICE OF THE PEACE PRECINCT #1.

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
2	DESKS, SECRETARIAL, WITH RIGHT RETURN. DROEMER 7336-380 (DESK). DROEMER 7336-389 (RETURN). LAMINATE: WILSONART GUNSTOCK WALNUT.	$570.51/EA.	$564.00/EA.	$736.20/EA.	NO BID
2	DESKS, SECRETARIAL, WITH LEFT RETURN. DROEMER 7336-399 (DESK). DROEMER 7336-390 (RETURN). LAMINATE: WILSONART GUNSTOCK WALNUT.	$570.51/EA.	$564.00/EA.	$736.20/EA.	NO BID
4	TABLE, WORK, 24" X 48" X 29". DROEMER 4824 TB. LAMINATE: WILSONART GUNSTOCK WALNUT.	$ 91.16/EA.	$ 80.00/EA.	$ 87.46/EA.	NO BID

$2,616.00

TOTAL $2,616.00

AS PER ORIGINAL

38 0081

8. **DEPARTMENT: VETERANS SERVICES.**

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
1	DESK, EXECUTIVE. DROEMER P7236. LAMINATE: WILSONART GUNSTOCK WALNUT.	$377.70/EA.	$373.80/EA.	$389.20/EA.	NO BID
1	CREDENZA, WITH KEYBOARD SLIDE, KNEE SPACE. DROEMER P7220 XO. LAMINATE: WILSONART GUNSTOCK WALNUT.	$372.16/EA.	$368.00/EA.	$339.39/EA.	NO BID
1	CHAIR, EXECUTIVE, TILT/SWIVEL, WITH CARPET CASTERS. PAOLI 703-5 FABRIC: R-23855 NAVY.	NO BID	$260.00/EA.	NO BID	$325.86/EA.
6	CHAIRS, GUEST. PAOLI 111-1. FINISH: CONTEMPO WALNUT. FABRIC: R-24054 BERRY.	NO BID	$ 90.00/EA.	NO BID	$121.86/EA.
1	CHAIR, ARMLESS, WITH CARPET CASTERS. UNITED FM-24. BASE/FRAME: CHAR-BROWN. FABRIC: AM46 LT. GREY.	NO BID	$210.00/EA.	$270.10/EA.	NO BID
1	PRINTER STAND WITH CARPET CASTERS. DROEMER 30-24 PS. LAMINATE: WILSONART GUNSTOCK WALNUT.	$183.51/EA.	$175.00/EA.	$191.33/EA.	NO BID
4	CABINETS, FILING, 4 DRAWER. DROEMER M-SERIES. LAMINATE: WILSONART GUNSTOCK WALNUT.	$446.22/EA.	$443.00/EA.	$592.61/EA.	NO BID
			$3,330.80	$339.39	

TOTAL $3,670.19

AS PER ORIGINAL

38 0082

Precinct #1 and Veterans Service. Funds to come from Annex Funds.

COUNTY COURT AT LAW #1 & #2	-	$ 59,645.49
COUNTY CLERK -		$ 3,554.50
JUSTICE OF THE PEACE #1 -		$ 2,616.00
VETERANS SERVICE		$ 3,670.19
Total		$ 69,646.18

23. CONSIDER AUTHORIZING THE PURCHASE OF PICKUP TRUCKS FROM BID #89-30 FOR DRAINAGE DISTRICT (FUNDS AVAILABLE):

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to BARRET GMC TRUCKS for five trucks in the amount of $9,691.00 base each, plus 5 guages at $34.44 ea. and 1 air condition at $640.42 for Drainage District. (Recorded in minutes in full)

24. MEET IN CLOSED SESSION TO DISCUSS LITIGATION & LAND MATTERS (BFI LANDFILL), AS AUTHORIZED BY ART. 6252-17, SEC.2 (E&F), V.T.C.S.,AND CONSIDER TAKING ACTION:

Met in Closed Session.

No action taken.

RECESS:

Commissioners Court recessed at 11:45 a.m.

RECONVENE:

Commissioners Court reconvened at 1:30 p.m.

25. 1:30 P.M. -OPEN AND CONSIDER BIDS FOR THE PRINTING OF ELECTION BALLOTS FOR COUNTY CLERK (#89-033):

The following bids were presented to Commissioners Court for review.

A) HARTGRAPHICS, INC.

26. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve bills as presented by Robert Grayless, County Auditor. (Recorded in minutes in full)

27. ADJOURNMENT:

Commissioners Court adjourned at 1:35 p.m. Monday, February 20, 1989.

38 0084 22/2

AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE 1/2 TON PICKUP TRUCKS
BID #89-030

COMPANY	BASIC BID PRICE	OPTIONAL EQUIPMENT GUAGES	OPTIONAL EQUIPMENT A/C	MAKE	TOTAL BID PRICE TRUCK GUAGES & A/C
BARRET GMC TRUCKS P.O. BOX 4998 TYLER, TX 75712	$ 9,691.00	$34.44	$640.42	GMC	$10,365.86
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX 77210	$ 9,859.00	$42.00	$664.00	CHEV	$10,565.00
LAWRENCE MARSHALL CHEV-OLDS. P.O. BOX 983 HEMPSTEAD, TX 77445	$ 9,922.95	$34.44	$640.42	CHEV	$10,597.81
DAVIS PONTIAC, CAD, GMC P.O. BOX 1778 ROSENBERG, TX 77471	$10,149.90	$34.44	$640.42	GMC	$10,834.76
LES MARKS CHEV. P.O. BOX 1118 LAPORTE, TX 77571	$10,289.00	$34.44	$640.42	CHEV	$10,963.86
CHUCK MILLER FORD 16800 FEATHERCRAFT HOUSTON, TX 77058	$10,336.22	-0-	$669.00	FORD	$11,005.22
DUB MILLER FORD P.O. BOX 912 ROSENBERG, TX 77471	$10,499.00	-0-	$669.00	FORD	$11,168.00
GALLERIA AREA FORD P.O. BOX 27285 HOUSTON, TX 77227	$10,760.35	-0-	INCL.	FORD	$10,760.35
JOE GRILLO DODGE P.O. BOX 911 ROSENBERG, TX 77471	$11,291.00	-0-	$663.85	DODGE	$11,954.85

AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW 1500 GALLON ASPHALT DISTRIBUTOR, MOUNTED ON A NEW TRUCK WITH OR WITHOUT TRADE-IN.
BID #89-031

COMPANY	REMARKS
ALVIN EQUIPMENT P.O. BOX 1907 ALVIN, TX 77512	DOES NOT MEET SPECIFICATIONS: TRUCK. ITEM #2: 170" WHEEL BASE. ITEM #21: 21" STEERING WHEEL. ITEM #26: DIESEL ENGINE 185 HP @ 2600 RPM. VENDOR CERTIFIES THAT ASPHALT DISTRIBUTOR MEETS SPECS.
R.B. EVERETT (CHEV) P.O. BOX 327 HOUSTON, TX 77001	DOES NOT MEET SPECIFICATIONS: TRUCK. ITEM #2: 173" WHEELBASE. ITEM #18 MECHANICAL SPEEDOMETER. VENDOR CERTIFIES THAT ASPHALT DISTRIBUTOR MEETS SPECS.
R.B. EVERETT (FORD) P.O. BOX 327 HOUSTON, TX 77001	DOES NOT MEET SPECIFICATIONS: TRUCK. ITEM #36: FS5106 TRANSMISSION. VENDOR CERTIFIES THAT ASPHALT DISTRIBUTOR MEETS SPECS.
ROMCO, INC. P.O. BOX 600469 HOUSTON, TX 77269	DOES NOT MEET SPECIFICATIONS: ASPHALT DISTRIBUTOR. 1. LOCATION OF BITUMEN PUMP. 2. HYDROSTATIC TRANSMISSION PUMP. 3. FLUES IN HEATER. 4. SPRAY BAR TURN UP. TRUCK MEETS SPECIFICATIONS.

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 20th day of February, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and carried, it is ordered that the bills be approved as presented by ~~Joyce Tompkins~~ Robert Grayless, County Auditor.

**********APPROVED**********

County Auditor

Date: 2/20/89

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 16, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg0002

ENDING WITH
FILM CODE NO. 89vol.38pg.0086

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF MARCH, 1989.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 0089.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 27, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 20, 1989.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Consider accepting fee officers' monthly reports.
6. Sheriff Gus George, re: consider resolution in support of grant application for Drug Abuse Resistance Education.
7. Consider approval of reserve deputy constable Robert Lee Hill, Pct. 1.
8. Consider approval of and accept bond & oath for reserve deputy constable Donald R. Mudd, Pct. 2, .
9. Consider approval of and accept bond & oath for reserve deputy constables William Lee and Russell Walton, Pct. 3.
10. Accept for record contracts for residential placements for Juvenile Probation Dept. (from grant monies).
11. Consider approval of pay application #18 in the amount of $207,432 to Lebco Constructors and $2,904.05 to Chris DiStefano for Travis Annex.
12. Accept checks from insurance company for damages during construction of new Annex and authorize payment for repairs.
13. Consider resolution on abandonment of surplus property as requested by State Dept. of Highways & Public Transportation, Pct. 1.
14. Consider changing County's mileage allowance to the State rate of $.22 per mile.
15. Consider taking action on expiring Letter of Credit for West Beechnut Plaza, Pct. 3.
16. Consider application from United Texas Transmission to construct a driveway off Oilfield Rd., Pct. 4.
17. Consider advertising for bids for new roof for Pct. 3 maintenance facility.
18. Consider authorizing purchase of the following: (1) two new full-size 1/2 ton pickup trucks for Pct. 4 Commissioner (#89-030); (2) furniture for tenants of Travis Annex (#88-56).
19. Accept or reject bids on the following: (1) printing of election ballots for County Clerk (#89-033); (2) sale of data processing equipment (#89-029).
20. 1:30 p.m. - Open and consider bids for the following: (1) Construction of custom wood furniture for Fort Bend County (#89-025); (2) Three or more Type 1 ambulance for E.M.S. with or without trade-in (#89-032).
21. Approve bills.
22. Addendum
23. Adjournment.

FILED FOR RECORD
TIME 2:35 ~~A.M.~~ P.M.
FEB 23 1989
Diane Wilson
County Clerk, Fort Bend Co., Tex

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, February 23, 1989 at 2:45 p.m. by [illegible].

38 0090 22

ADDENDUM TO AGENDA
OF MONDAY, FEBRUARY 27, 1989

The following item should be added to the Commissioners Court agenda of Monday, February 27, 1989:

Consider granting exemption to competitive bids on purchase exceeding $5,000.00 for an item made necessary by unforseen damage to public property, in Precinct 4.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the glass panels of the Courthouse Annex, Richmond, Texas on Friday, February 24, 1989 at 2 ccpm by Sharon A. Chapman.

FILED FOR RECORD
TIME 2:00 A.M. P.M.
FEB 24 1989
Dianne Wilson
County Clerk, Fort Bend Co., Tex.

AS PER ORIGINAL

ADDENDUM TO AGENDA
OF MONDAY, FEBRUARY 27, 1989

The following item should be added to the Commissioners Court agenda of Monday, February 27, 1989:

Consider granting exemption to competitive bids on purchase exceeding $5,000.00 for an item made necessary by unforseen damage to public property, in Precinct 4.

Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the glass panels of the Courthouse Annex, Richmond, Texas on Friday, February 24, 1989 at 2:00 pm by Sharon A. Chapman.

FILED FOR RECORD
TIME 2:00 A.M. P.M.
FEB 24 1989
County Clerk, Fort Bend Co., Tex.

REGULAR SESSION

BE IT REMEMBERED That on this 27TH day of FEBRUARY, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF FEBRUARY 20, 1989:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve meeting of February 20, 1989 with corrections to #22 page 5.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out of town travel requests for DISTRICT ATTORNEY, LIBRARY, COMMISSIONER PRECINCT #1 & 2, JUVENILE DETENTION, COUNTY JUDGE, EMERGENCY MANAGEMENT and AUDITOR. (Recorded in minutes in full)

5. CONSIDER ACCEPTING FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve the Fee Officers' Monthly report for JANUARY 1989 as presented by Robert Grayless. (Recorded in minutes in full)

6. SHERIFF GUS GEORGE, RE: CONSIDER RESOLUTION IN SUPPORT OF GRANT APPLICATION FOR DRUG ABUSE RESISTANCE EDUCATION:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve resolution in support of the grant application for D.A.R.E. in the amount of $75,000.00. (Recorded in minutes in full)

38 0093

RECEIVED
FEB 22 1989
COUNTY JUDGE

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Portia Poindexter

DATE OF DEPARTURE: 4-23-89

DATE OF RETURN: 4-27-89

DESTINATION: San Francisco, CA

PURPOSE OF TRIP: NCDA - Representing State and Local Government Seminar

MODE OF TRANSPORTATION: Airline

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Criminal D.A.
Name & Department

DATE: 2-22-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/27/89

(Emergency Approval: _____ Date _____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

38 0094

FEB 24 1989
COUNTY JUDGE

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:

Jane Powell, Rose Harper, Laura Calub, Carol Vaughan, Molly Krukewitt, Jeanne Witt, Harriet Mills, Audrey Mathis, Francisca Alvarez, Cindy Oberrender & Roman Bohachevsky

Period: Date of Departure April 11, 1989

Date of Return April 14, 1989

Purpose of Trip: To attend Texas Library Association conference.

Places to be Visited: George Brown Convention Center, Houston, Texas.

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

R. S. Bohachevsky
Name

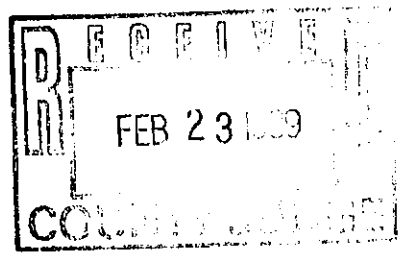
2-24-89
Date

County Librarian
Title

* * * \

AS PER ORIGINAL 38 0095

RECEIVED FEB 23 1989 COUNTY JUDGE



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:

Margaret (Peggy) Isbell

Period: Date of Departure May 16, 1989

Date of Return May 21, 1989

Purpose of Trip: To attend the 1989 Conference in the States of the National Genealogical Society.

Places to be Visited: Radisson Hotel St. Paul, Holiday Inn Town Square, St. Paul, Minnesota

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

R. S. Bolcally
Name

2-21-89
Date

County Librarian
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2/27/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL 38 0096

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Commissioner R. L. "Bud" O'Shieles

DATE OF DEPARTURE: April 4, 1989

DATE OF RETURN: April 6, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: to attend the Attorney General's Conference on Open Government

MODE OF TRANSPORTATION: personal auto

****

DEPARTMENT HEAD APPROVAL: Road & Bridge Precinct #1
Name & Department

DATE: Feb 21, 1989

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/27/89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

AS PER ORIGINAL 38 0097

RECEIVED
FEB 22 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

~~accompanied by the following persons~~

Period: Date of Departure April 4, 1989

Date of Return April 6, 1989

Purpose of Trip: Attorney General's Conference on OPEN Government

Places to be Visited: Austin, Texas

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

B. G. Denham
Name

February 20, 1989
Date

Commissioner
Title

* *

Approved: Commissioners' Court

County Judge

2/27/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL 38 0098

RECEIVED
FEB 21 1989
COUNTY JUDGE

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:

Kathy Davis
Tony Ramirez

Period: Date of Departure 4/12/89

Date of Return 4/13/89

Purpose of Trip: Juvenile Officer Special Issues I (Gangs, Cults, Drugs)

Places to be Visited: Huntsville, Texas
University Hotel

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

Dennis A. McGee
Name

2/20/89
Date

Chief Juv. Prob. Officer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2/27/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL 38 0099

RECEIVED FEB 24 1989

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Jodie E. Stavinoha

DATE OF DEPARTURE: March 1, 1989

DATE OF RETURN: March 2, 1989

DESTINATION: Austin

PURPOSE OF TRIP: Mental Health Legislative Hearings

MODE OF TRANSPORTATION: Personal auto

****

DEPARTMENT HEAD APPROVAL: Jodie E. Stavinoha, County Judge
Name & Department

DATE: February 24, 1989

Signature Jodie Stavinoha

****

APPROVED COMMISSIONERS COURT: Presiding Official J Stavinoha

Date 2/27/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

38 0100

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 23 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

MELVIN L. SPEED

DATE OF DEPARTURE: APRIL 11,1989

DATE OF RETURN: APRIL 15,1989

DESTINATION: NEW ORLEANS, LOUISIANA

PURPOSE OF TRIP: ATTEND NATIONAL SUPERFUND CONFRENCE ON HAZARDOUS WASTE AND HAZARDOUS MATERIALS.

MODE OF TRANSPORTATION: PRIVATE VEHICLE

****

DEPARTMENT HEAD APPROVAL: MELVIN L. SPEED EMERGENCY MANAGEMENT
Name & Department

DATE: 2-24-89

Melvin L. Speed
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 2/27/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

RECEIVED
FEB 21 1989
COUNTY JUDGE

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 Speed

Period: Date of Departure 2/24/89

Date of Return 2/25/89

Purpose of Trip: Texas Risk Communication Project Seminar/ Workshop, Develop Credible Process for communications Chemical Risk so citizens can make informed decisions and take appropriate action

Places to be Visited: Clear Lake

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

Melvin L. Speed
Name

2/16/89
Date

Emergency Management Coordinator
Title

* *

Approved: Commissioners' Court

County Judge

2/27/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 0102

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 23 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

RON BOLYARD

DATE OF DEPARTURE: MARCH 5,1989

DATE OF RETURN: MARCH 10,1989

DESTINATION: AUSTIN, TEXAS

PURPOSE OF TRIP: ATTEND DIVISION OF EMERGENCY MANAGEMENT TRAINING COURSE.

MODE OF TRANSPORTATION: PERSONNEL VEHICLE

COST OF THIS COURSE FUNDED BY FEDERAL FUNDS.

****

DEPARTMENT HEAD APPROVAL: MELVIN L. SPEED EMERGENCY MANAGEMENT
Name & Department

DATE: 2-22-89

Melvin L Speed
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 2/27/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL 38 0103

RECEIVED
FEB 22 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Diane Powers

Period: Date of Departure March 20, 1989

Date of Return March 23, 1989

Purpose of Trip: To attend the "Professional Development Seminar for County Auditors"

Places to be Visited: Austin, Texas

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

Name

2/22/89
Date

County Auditor
Title

* *

Approved: Commissioners' Court

County Judge

2/27/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

County Auditor
FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77467

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

February 27, 1989

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of January, 1989. 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.

The breakdown of the fees paid by the Tax Collector in January is attached to this letter.

The following is the criminal and civil case report for the JPs for the month of January, 1989:

JP	# OF CASES:	New	Pending	Dismissed	Paid	Open	Civil Cases
JP 1	Geick	592	3191	246	288	3249	37
JP2-1	Molina	502	523	46	252	727	40
JP2-2	Fredrickson	563	907	406	337	727	8
JP3	Stahl	140	224	7	106	251	29
JP4	Adolphus	437	4005	149	163	4130	22

There was nothing that would lead us to believe that these reports are not, in all material respects, a fair representation of cash transactions of the records presented to us.

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1989.

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

> Moved be Commissioner____, seconded by Commissioner____, duly put and carried, it is ordered that the monthly reports of fees collected by Fee Officers identified below, for the month of January, 1989 be approved as recommended by the County Auditor in his letter of January 23, 1989.

Jodie Stavinoha, County Judge
Sam Dick, District Attorney
Dianne Wilson, County Clerk
Glory Ketelers, District Clerk
Gus George, Sheriff
Gary Geick, JP Pct. 1
George Molina, JP Pct. 2-1
Marsha Gaines, Tax Collector
Gary Fredrickson, JP Pct. 2-2
Robert Stahl, JP Pct. 3
James Adolphus, JP Pct. 4
R.L."Tiny" Gaston, Constable Pct.1
Ray Breeding, Constable Pct. 2
Rob Cook, Constable Pct. 3
S. H. Werlein, Constable Pct. 4

Yours very truly,

Robert Grayless,
County Auditor

RG:DP:dp

FEE OFFICERS REPORT TO COMMISSIONERS COURT
JANUARY 1989

OFFICER	SOURCE	GROSS AMOUNT	FEES OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL COLLECTED	YEAR TO DATE
County Clerk	Civil	68,438.90					
	Criminal	52,138.60	78,076.15	23,955.10	18,546.25	120,577.50	120,577.50
District Clerk	Civil	52,934.57					
	Criminal	11,472.00	33,253.60	5,620.90	25,532.07	64,406.57	64,406.57
Tax Collector	See Letter	100,557.65	100,557.65			100,557.65	100,557.65
District Atty.	****Bad Check	3,717.58	3,717.58			3,717.58	3,717.58
Sheriff	Criminal	16,968.77	7,565.77		9,403.00	16,968.77	16,968.77
J.P. #1	Civil	1,688.00					
	Criminal	18,197.05	14,154.05		5,731.00	19,885.05	19,885.05
J.P. #2-1	Civil	2,168.25					
	Criminal	11,877.50	10,731.75		3,314.00	14,045.75	14,045.75
J.P. #2-2	Civil	241.00					
	Criminal	23,204.13	17,456.13		5,989.00	23,445.13	23,445.13
J.P. #3	Civil	2,261.75					
	Criminal	6,337.35	5,789.27		2,809.83	8,599.10	8,599.10
J.P. #4	Civil	878.00					
	Criminal	11,456.50	9,348.00		2,986.50	12,334.50	12,334.50
Constable #1	Civil	4,699.06	2,134.64		2,564.42	4,699.06	4,699.06
Constable #2	Civil	2,515.00	2,515.00			2,515.00	2,515.00
Constable #3	Civil	9,590.24	5,296.54		4,293.70	9,590.24	9,590.24
Constable #4	Civil	4,360.26	2,527.65		1,832.61	4,360.26	4,360.26
TOTAL		405,702.16	293,123.78	29,576.00	83,002.38	405,702.16	405,702.16

* County Revenues deposited into the General Fund includes: Fees collected by the officer for other county officials,, i.e. County Judge, D.A., Sheriff, Constable, Animal Control;

** County Revenues deposited into the Road & Bridge Fund.

*** Other Misc. Fees and Refunds includes: State Comptroller, 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 will also be reported on the annual report.

**** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fund.

FORT BEND COUNTY AUDITOR

TAX/COLLECTOR FEES & INTEREST
COLLECTED IN THE MONTH OF
JANUARY, 1989

HIGHWAY FEES NOVEMBER 1988.....	0.00	(1)	
HIGHWAY FEES DECEMBER 1988.....	0.00	(2)	
	0.00		
TOTAL HIGHWAY FEES			0.00
PROPERTY TAX COMMISSIONS			
OCT 1988	(1.03)		
NOV 1988	13,549.17		
DEC 1988	2,905.38		
TOTAL COMMISSIONS			16,453.52
TAX CERTIFICATES -NOV & DEC 1988	0.00	(3)	
MUD CERTIFICATES -NOV & DEC 1988	0.00		
TOTAL COMMISSIONS			0.00
ROAD AND BRIDGE - NOVEMBER 1988	0.00	(1)	
DECEMBER 1988	0.00	(2)	
TOTAL ROAD & BRIDGE			0.00
BEER AND LIQUOR - DECEMBER 1988	0.00	(4)	
TOTAL BEER & LIQUOR			0.00
INTEREST "NOW ACCT DEC 1988	12,582.44		
REPO INVESTMENTS JAN 1988	71,521.69		
JUDGEMENT INTEREST -	0.00		
TOTAL INTEREST			84,104.13
GRAND TOTAL FEES			100,557.65

(1) November 1988 Highway and Road & Bridge not paid in Jan
(2) December 1988 Highway and Road & Bridge not paid in Jan
(3) Nov & Dec 1988 Tax & MUD certificates not paid in Jan.
(4) December Beer & Liquor not paid in Jan.

BY Mary Hancock
Mary Hancock, Internal Auditor
2/13/89

County Auditor

FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77467

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

February 27, 1989

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of January, 1989. 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, 1989.

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 January, 1989 be approved as recommended by the County Auditor in his letter of February 27, 1989.

Elizabeth LaVois, Child Support
Walter Culpepper, Health & Sanitation
Daniel Kosler, Ambulance Service
Cynthia Reeves, Animal Control
Laidlaw Waste, Sanitary Landfill
Roman Bohachevsky, Library
Hopie Solomon, Indigent Care
Travis Boeker, Fairgrounds
A E "Al" Dobson, Adult Probation
Dennis McAfee, Juvenile Probation
Ronald Drachenberg, Engineering
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Robert Grayless,
County Auditor

RG:DP:dp

FORT BEND COUNTY

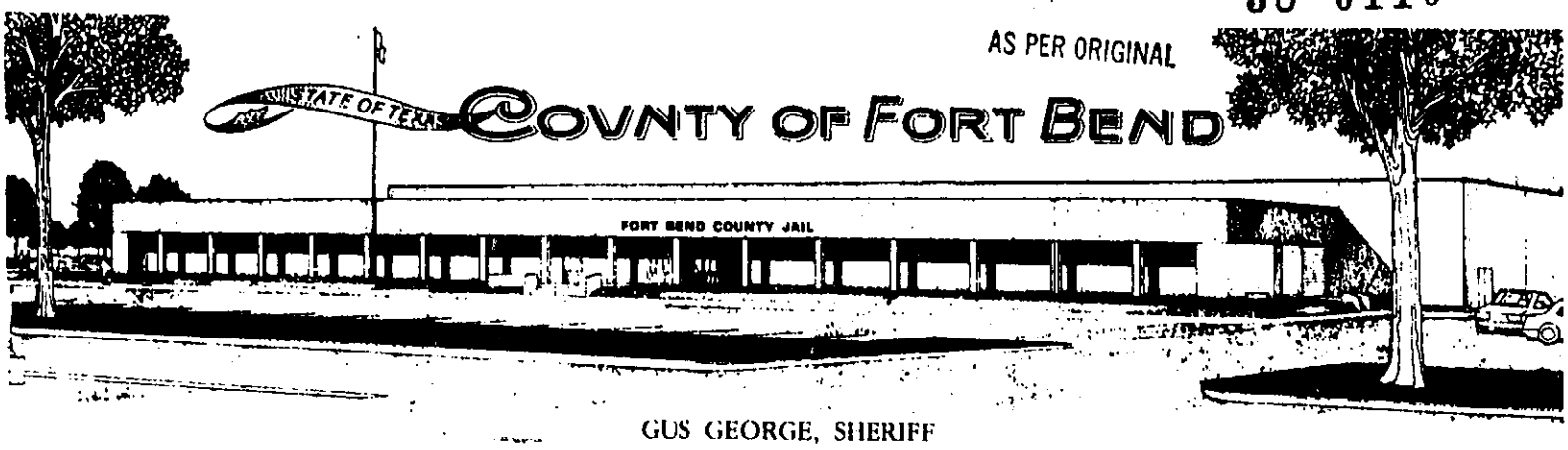
NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT
JANUARY 1989

	TOTAL COLLECTED	YEAR TO DATE
CHILD SUPPORT	3,600.00	3,600.00
HEALTH AND SANITATION	2,957.00	2,957.00
AMBULANCE	12,946.81	12,946.81
ANIMAL CONTROL	856.00	856.00
SANITARY LANDFILL	129,619.96	129,619.96
LIBRARIES	5,562.85	5,562.85
INDIGENT CARE	44.00	44.00
FAIRGROUNDS	1,837.50	1,837.50
ADULT PROBATION (FUND 99)	47,538.34	47,538.34
JUVENILE PROBATION	4,460.00	4,460.00
COUNTY ENGINEERING	1,520.00	1,520.00
BAIL BOND BOARD	500.00	500.00
TOTAL FOR MONTH	211,442.46	211,442.46

AUDITOR'S FORM 1054

38 0110 6

AS PER ORIGINAL



GUS GEORGE, SHERIFF

February 23, 1989

Honorable Jodie E. Stavinoha, County Judge
Commissioner R. L. O'Shieles, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, February 27, 1989.

Consider the attached resolution for support of the Grant Application for D. A. R. E..

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Robert Grayless, County Auditor
Mrs. Kathy Hynson, County Treasurer

RESOLUTION

FORT BEND COUNTY COMMISSIONERS COURT

WHEREAS, the Fort Bend County Commissioners Court recognizes the severe problem faced by our nation regarding the illegal drug problem in general, and the impact of this problem upon our young people, in particular, and;

WHEREAS, our schools are becoming more and more a target of those who would sell these illegal drugs to our children, and;

WHEREAS, the mission of the Drug Abuse Resistance Education program is to directly assist children in their ability to resist the temptation of illegal drugs and associated peer pressure in our schools and in their lives.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Fort Bend County, upon motion by Commissioner Lutts, seconded by Commissioner Denham, duly put and carried, supports the grant application for the funding of two deputies of The Fort Bend County Sheriff Department to work with the D.A.R.E. project in our schools.

PASSED & APPROVED this 27th day of February, 1989

FORT BEND COUNTY COMMISSIONERS COURT

BY Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

7. CONSIDER APPROVAL OF RESERVE DEPUTY CONSTABLE ROBERT LEE HILL, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve reserve deputy constable Robert Lee Hill, to be covered under a blanket insurance policy, as presented by Tiny Gaston, Constable Precinct 1. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF AND ACCEPT BOND & OATH FOR RESERVE DEPUTY CONSTABLE DONALD R. MUDD, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve bond & oath for reserve deputy constable Donald R. Mudd, Pct. 2. (Recorded in minutes in full)

9. CONSIDER APPROVAL OF AND ACCEPT BOND & OATH FOR RESERVE DEPUTY CONSTABLE WILLIAM LEE AND RUSSELL WALTON, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve bond & oath for reserve deputy constable William Lee and Russell Walton, Pct. 3 as presented by Sal Gambino, Constable Precinct 3 deputy. (Recorded in minutes in full)

10. ACCEPT FOR RECORD CONTRACTS FOR RESIDENTIAL PLACEMENTS FOR JUVENILE PROBATION DEPT. (FROM GRANT MONIES):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept for the record CONTRACTS for residential placements for Juvenile Probation Department from Grant monies as presented by Dennis McAfee, Juvenile Probation Director. (Recorded in minutes in full)

11. CONSIDER APPROVAL OF PAY APPLICATION #18 IN THE AMOUNT OF $207,432 TO LEBCO CONSTRUCTORS AND $2,904.05 TO CHRIS DISTEFANO FOR TRAVIS ANNEX:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve pay application #18 in the amount of $207,432 to Lebco Constructors and $2,904.05 to Chris DiStefano for Travis Annex. (Recorded in minutes in full)

12. ACCEPT CHECKS FROM INSURANCE COMPANY FOR DAMAGES DURING CONSTRUCTION OF NEW ANNEX AND AUTHORIZE PAYMENT FOR REPAIRS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Denham voting no, it is ordered to accept checks from insurance company totaling $10,997.30 and authorize repairs in the amount of $5,000.00.

13. CONSIDER RESOLUTION ON ABANDONMENT OF SURPLUS PROPERTY AS REQUESTED BY STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept RESOLUTION on abandonment of surplus property as requested by State Department of Highways & Public Transportation, Pct. 1. (Recorded in minutes in full)

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 12742449

briefly described as Reserve Deputy Constable - County of Fort Bend, Texas

on behalf of Donald R. Mudd

in the sum of $ 1,500.00 Dollars, for the term beginning February 27, 1989 and ending February 27, 1990, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of the Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 27th day of November, 1988.

WESTERN SURETY COMPANY

By Joe P. Kirby

Joe P. Kirby, President

Form 90-A – 8-86

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND

38 0113 AS PER ORIGINAL

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

#8

AGENDA ITEM

38 0114

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

February 21, 1989

RECEIVED
FEB 22 1989
PCT. # 1

Mr. Ray Breeding
Constable Precinct Two
P. O. Box 482
Needville, Texas 77461

Dear Mr. Breeding:

I turned down your request for a reserve deputy position for Mr. Donald Ray Mudd on January 5, 1989. The reason I turned down Mr. Mudd was his driving record. He had been involved in a accident in 1985 and had speeding tickets in 1986 and 1987.

Mr. Mudd came to my office and we discussed the reason I rejected his application. In two of the three incidents there were extenuating circumstances. For the first time in four years I am changing my original decision, if you want to use Mr. Mudd in your department I have no problem with your decision.

Sincerely,

Richard Selleh

Richard Selleh
Personnel Director
Fort Bend County

cc: Commissioner Ben Denham
County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Alton Pressley
Commissioner Bob Lutts

38 0115

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

RECEIVED
JAN 6 1989
PCT. # 1

January 5, 1989

Constable Ray Breeding
1910 Long Street
Needville, Tx 77461

Dear Constable Breeding:

After concluding my checks on Mr. Michael Davis, Mr. Archie Lee Paige, Mr. Donald Ray Mudd, Mr. Sylvester Jones, Mr. Elijah Russel, Sr. and Mr. James Cox, II, I cannot recommend them for employment with Fort Bend County. If you have any questions please call me at 341-8619.

Sincerely,

Richard Selleh

Richard Selleh
Personnel Director
Fort Bend County

cc: Commissioner Ben Denham
County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Alton Pressley
Commissioner Bob Lutts
Sheriff Gus George
District Attorney Sam Dick
Assistant District Attorney Larry Wagenbach

E 584—Class 7 (Acts 1[illegible] S. p. 6, Sec. 12) FOR SALE BY STAFFORD-LOWDON CO. FORT WORTH

38 0116

AS PER ORIGINAL

DEPUTATION

THE STATE OF TEXAS

County of FORT BEND

I, ROB COOK, CONSTABLE PRECINCT #3 of the County of FORT BEND and State of Texas, having full confidence in WILLIAM C. LEE of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of FORT BEND County, nominate and appoint HIM, the said WILLIAM C. LEE my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said CONSTABLE - PRECINCT 3 of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 8th day of FEBRUARY 19 89

Rob Cook

of FORT BEND County, Texas.

NOTARY PUBLIC PATTY GAMBINO EXP. 8/27/90 STATE OF TEXAS

THE STATE OF TEXAS

County of FORT BEND

BEFORE ME, PATTY GAMBINO NOTARY PUBLIC in and for FORT BEND County, Texas, on this day personally appeared ROB COOK, CONSTABLE PRECINCT 3 FORT BEND COUNTY, TEXAS known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 1514 PARKWAY BLVD - SUGARLAND, TX 77478 this 8th day of FEBRUARY 19 89

Patty Gambino

NOTARY PUBLIC PATTY GAMBINO EXP. 8/27/90 STATE OF TEXAS

OATH OF OFFICE

I, WILLIAM C. LEE do solemnly swear (or affirm) that I will faithfully execute the duties of the office of DEPUTY CONSTABLE PRECINCT 3 - FORT BEND COUNTY of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

William C. Lee

Subscribed and sworn to before me this 8th day of FEBRUARY 19 89

Patty Gambino

NOTARY PUBLIC PATTY GAMBINO EXP. 8/27/90 STATE OF TEXAS

C3 Form 10-7
Oct 87

ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of.....County, Texas.

Upon application duly presented, it is ordered by the Court that.....

of.....County, Texas, be and he is hereby authorized to appoint and deputize

.....as Deputy.....in

said office. Said appointment to date from the.....day of.....19....., and to continue

in effect until revoked by said officer or be otherwise terminated; and the compensation to be paid said deputy is hereby

fixed at the sum of.....Dollars, per annum, payable solely

from the fees of said office.

Entered.....day of.....19..... Recorded in Minute Book.....Page.....

E 584

No.....

DEPUTATION

OF

.....

.....

Filed for record the.....day

of.....19....., at.....

o'clock.....M., and recorded.....

day of.....19....., in

Book.....page.....of the Records

of Deputation of.....

County.

.....Clerk County Court,

.....County, Texas

By.....Deputy.

C3 Form 10-7

Oct 68

FOR SALE BY STAFFORD-LOWDON CO. FORT WORTH

7—R—011

38 0118

AS PER ORIGINAL

Merchants BONDING CO. — Mutual —

TX 410466

6000 N. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752-4497

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, William Lee, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Constable Rodgn, his successors in office, in the sum of[2] Two Thousand and NO/100---------- ($ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than $10,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 18th day of January, 19 88, duly Appointed (Elected - Appointed) to the office of Deputy in and for[3] Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as Deputy aforsaid, and shall[4]

then this obligation to be void, otherwise to remain in full force and effect.

Dated this 18th day of January, 19 88.

William Lee

Fort Bend **AGENT'S COPY**

Stan Miguza

William Lee

Stafford, Texas

18th January 88

Fort Bend

RENEWAL NOTICE

38 0119

AS PER ORIGINAL

FCOND - 01120

BOND NUMBER	EFFECTIVE DATE	EXP. DATE	DESCRIPTION
TX 410466	1/18/89	1/90	CONSTABLE, DEPUTY

PRINCIPAL: LEE,WILLIAMS

CITY: FORT BEND

DBA

OBLIGEE: CONSTABLE RODEN

NOV 4 ...0

BOND AMOUNT	PREMIUM	COMMISSION	NET PREMIUM
2,000	50.00	15.00	35.00

THIS BOND WILL BE RENEWED ON THE EFFECTIVE DATE SHOWN. IF BOND IS CANCELLED PLEASE RETURN THIS NOTICE WITH APPROPRIATE EVIDENCE.

PLEASE FURNISH BOND NUMBER ON CORRESPONDENCE AND REMITTANCE.

THANK YOU

AGENT: 6013

MIGURA INSURANCE AGENCY
P.O. BOX 844
STAFFORD TX 77477

Merchants BONDING CO. — Mutual —

CC

OF COMPANIES

38 0120

Speed Letter

AS PER ORIGINAL

DATE February 9, 1989

INSURED'S NAME William Lee

MASTER NUMBER #TX 410466

POLICY NUMBER OR PREFIXED NUMBER

LOAN NUMBER

CLAIMANT'S NAME

DATE OF LOSS

Merchants Bonding Company
6000 N. Lamar, Suite 200
Austin, TX 78752-4497

Dear Sirs,

Effective 2-13-89 the above deputy will be transferred to Precinct 3. Please amend the Obligee on this bond to read: Constable Precinct 3, in lieu of Constable Roden. Should you have any questions, please feel free to contact our office.

Sincerely,

Zoe Dill

Zoe Dill

STAN MIGURA AGENCY
P.O. BOX 844 920-C FM 1092
STAFFORD, TEXAS 77477
BUS: 499-7676 - RES: 437-2813
FOR ALL YOUR INSURANCE NEEDS

☐ TRANSACTION PENDING, PLEASE REPLY BY:

SIGNATURE

CC:

FROM:

DEPT. AND REGIONAL OFFICE

26 0317 7 88 11000 W 200 C 2400

38 0121

AS PER ORIGINAL

FARMERS INSURANCE GROUP OF COMPANIES

Speed Letter

DATE February 16, 1989

INSURED'S NAME William Lee

MASTER NUMBER TX 410466

POLICY NUMBER OR PREMATIC NUMBER

LOAN NUMBER

CLAIMANT'S NAME

DATE OF LOSS

Constable Precinct #3
P.O. Box 52
Sugarland, Texas 77487

Enclosed is an endorsement for the above constable reflecting that he is a Deputy Constable for Precinct 3. Should you have any questions, do not hesitate to call.

Sincerely,

Carol Hemphill

Carol Hemphill
MIGURA INSURANCE AGENCY

STAN MIGURA AGENCY
P.O. BOX 844 920 FM 1092
STAFFORD, TEXAS 77477
BUS: 499-7676
FOR ALL YOUR INSURANCE NEEDS

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SIGNATURE

CC:

FROM:

DEPT. AND REGIONAL OFFICE

26-0317 7-88 110001 W/200 C/2400 • 32-S PRINTED IN U.S.A.

38 0122

Merchants BONDING CO. — Mutual —

6000 N. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752-4497

ENDORSEMENT

It is hereby understood and agreed that Bond No. TX 410466-William Lee

Obligee: Constable Roden Deputy Constable bond

in the MERCHANTS BONDING COMPANY (Mutual), is amended from:

Obligee: Constable Roden

TO:

Obligee: Constable Precinct 3

effective February 13, 1989

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this 13th day of February, 19 89.

MERCHANTS BONDING COMPANY (Mutual)

By Philip E. Morgette, Jr., Attorney-in-Fact

38 0123

MERCHANTS BONDING COMPANY (Mutual)

DES MOINES, IOWA

POWER OF ATTORNEY

Know All Men By These Presents, that the MERCHANTS BONDING COMPANY (Mutual), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Philip E. Morgette, Jr.

of Austin and State of Texas its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety:

Any and all bonds or undertakings, provided that no bond or undertaking executed under this authority shall exceed in amount the sum of FIFTY THOUSAND ($50,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (Mutual) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (Mutual), and all the acts of said Attorney, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (Mutual).

ARTICLE 2, SECTION 6A. — The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE 2, SECTION 6B. — The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (Mutual) has caused these presents to be signed by its Vice President and Executive Vice President, and its corporate seal to be hereto affixed, this 1st day of January A.D., 19 89

Attest: MERCHANTS BONDING COMPANY (Mutual)

M J Long
Vice President

By _____

Rodney Bliss III
Executive Vice President

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED 1933

STATE OF IOWA
COUNTY OF POLK ss

On this 1st day of January, 19 89, before me appeared M.J. Long and Rodney Bliss III, to me personally known, who being by me duly sworn did say that they are Vice President and Executive Vice President respectively of the MERCHANTS BONDING COMPANY (Mutual), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at the City of Des Moines, Iowa the day and year first above written.

WAYNE G. BRUNDAGE IOWA NOTARIAL SEAL

_____

W G Brundage
Notary Public, Polk County, Iowa
My Commission Expires
8-4-89

STATE OF IOWA
COUNTY OF POLK ss

I, M.J. Long, Vice President of the MERCHANTS BONDING COMPANY (Mutual), do hereby certify that the above and foregoing is a true and correct copy of the POWER OF ATTORNEY, executed by said MERCHANTS BONDING COMPANY (Mutual), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company, at this 13th day of February 19, 89

M J Long

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED 1933

This power of attorney expires is continuous

R 584—Class 4 (Acts 1897, S. S., p. 6, Sec. 12) FOR SALE BY STAFFORD-LOWDON CO. FORT WORTH

38 0124

AS PER ORIGINAL

DEPUTATION

THE STATE OF TEXAS

County of FORT BEND

I, ROB COOK, CONSTABLE PRECINCT #3 of the County of FORT BEND and State of Texas, having full confidence in RUSSELL WALTON of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of FORT BEND County, nominate and appoint HIM, the said RUSSELL WALTON my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said CONSTABLE PRECINCT 3 of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand this 24th day of FEBRUARY 1989

Rob Cook

of FORT BEND County, Texas.

NOTARY PUBLIC PATTY GAMBINO EXP. 8/27/90 STATE OF TEXAS

THE STATE OF TEXAS

County of FORT BEND

BEFORE ME, PATTY GAMBINO NOTARY PUBLIC in and for FORT BEND County, Texas, on this day personally appeared ROB COOK, CONSTABLE PRECINCT 3 FORT BEND COUNTY, TEXAS known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 1514 PARKWAY BLVD - SUGARLAND, TEXAS 77478

this 24th day of FEBRUARY 1989

Patty Gambino

NOTARY PUBLIC PATTY GAMBINO EXP. 8/27/90 STATE OF TEXAS

OATH OF OFFICE

I, RUSSELL WALTON do solemnly swear (or affirm) that I will faithfully execute the duties of the office of DEPUTY CONSTABLE PRECINCT 3 - FORT BEND COUNTY of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Russell Walton

Subscribed and sworn to before me, this 24th day of FEBRUARY 19 89

Patty Gambino

NOTARY PUBLIC PATTY GAMBINO EXP. 8/27/90 STATE OF TEXAS

AS PER ORIGINAL

ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of.....County, Texas.

Upon application duly presented, it is ordered by the Court that.....

of.....County, Texas, be and he is hereby authorized to appoint and deputize

.....as Deputy.....in

said office. Said appointment to date from the.....day of.....19....., and to continue

in effect until revoked by said officer or be otherwise terminated; and the compensation to be paid said deputy is hereby

fixed at the sum of.....Dollars, per annum, payable solely

from the fees of said office.

Entered.....day of.....19..... Recorded in Minute Book.....Page.....

E 554

No.....

DEPUTATION

OF

.....

.....

Filed for record the.....day

of.....19....., at.....

o'clock.....M., and recorded.....

day of.....19....., in

Book.....page.....of the Records

of Deputation of.....

County.

.....

Clerk County Court,

.....County, Texas

By.....Deputy.

FOR SALE BY STAFFORD-LOWDON CO. FORT WORTH

38 0126

AS PER ORIGINAL

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 18119323

briefly described as Deputy Constable - County of Ft. Bend, Texas - Precinct # 3,

on behalf of Russell Walton,

in the sum of $ 1,500.00 Dollars, for the term beginning February 28, 1989 and ending February 28, 1990, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of the Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 28th day of November, 1988.

WESTERN SURETY COMPANY

By Joe P. Kirby

Joe P. Kirby, President

Form 90—A — 8-86

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND

38 0127

AS PER ORIGINAL

RIDER

It is understood and agreed by Western Surety Company that the Bond Number be amended to read:

18119323

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 28th day of February 1989, at twelve and one minute o'clock A.M., Standard Time.

Attached to and forming part of Bond No. 63082 dated February 28, 1985 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to Russell Walton

Signed this 28th day of November, 1988

WESTERN SURETY COMPANY

By J. P. Kirby
President

Form 128 — 2-83

STATE OF TEXAS

AS PER ORIGINAL

COUNTY OF Fort Bend

CONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office. Criminal Justice Division Grant No. SF-89-C05-2507, Fort Bend County Juvenile Probation and Gulf Coast Trade Center, hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided: Primary, specialized, emergency sheiter, or therapeutic. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

A. For and in consideration of the above-mentioned services, the Fort Bend County Juvenile Dept. agrees to pay the Service Agency an amount not to exceed $ 35.00 per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is $_____ per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.

B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend County Juvenile Dept. will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.

C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend County Juvenile Dept. shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent

RECEIVED DEC 16 1988

from the Service Agency, but not to exceed ten days' payment.

D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.

E. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.

F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.

G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.

B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.

C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.

E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.

AS PER ORIGINAL

F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.

G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.

H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.

I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.

J. Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.

C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend County Juvenile Dept. and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.

D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

IV. FEE ASSESSMENT

A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend Juvenile Probation Dept is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee Fort Bend Juvenile Probation Dept., and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend Juvenile Probation Dept. may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

(1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

(2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.

B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.

C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Fort Bend County.

AS PER ORIGINAL

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 31st. day of December, 1989.

BY: Dennis A. McGee
Project Director

BY: Thomas M. Bohn
Administrator/Director

(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Officer

ADDRESS: Fort Bend Bend County
307 South Fort Street
Richmond, Texas 77469

ADDRESS: Gulf Coast Trades Center
P.O. Box 515
New Waverly, Texas

DATE:

DATE: 12-14-88

AS PER ORIGINAL 38 0134

COUNTY OF FORT BEND

by: Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge
Date: 2/13/89

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE
PROBATION BOARD

by: Thomas R Culver III
Chairman
Date: 2-9-89

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

County Auditor

STATE OF TEXAS

COUNTY OF Fort Bend

CONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office, Criminal Justice Division Grant No. SF-89-C05-2507, Fort Bend County Juv. Dept. and Ranch Haven, Inc., hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided: Primary, specialized, emergency shelter, or therapeutic. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

A. For and in consideration of the above-mentioned services, the Fort Bend Juvenile Probation Dept. agrees to pay the Service Agency an amount not to exceed $ 45.00 * per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is $_____ per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.

B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend Juvenile Probation Dept. will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.

C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend Juvenile Probation Dept. shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent

* Rate of $45.00 per day is for the first two children placed before January 31, 1989 for their extra length of stay. The rate thereafter is $63.00 per day.

from the Service Agency, but not to exceed ten days' payment.

D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.

E. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.

F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.

G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.

B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.

C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.

E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.

F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.

G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.

H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.

I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.

J. Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.

C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend County Juvenile Prob. Depand the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.

D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

AS PER ORIGINAL

IV. FEE ASSESSMENT

A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend County Juvenile Prob. is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee Fort Bend County Juvenile Prob., and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend County Juvenile Prob. may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

(1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

(2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.

B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.

C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Fort Bend County.

AS PER ORIGINAL

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 31st. day of December, 1989.

BY: Dennis A. McGee
Project Director

BY: Mrs Gloria J. Floyd
Administrator/Director

(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Department

ADDRESS: 307 South Fort Street
Richmond, Texas 77469

DATE: 4 JAN 89

ADDRESS: Ranch Haven Inc.
Rt 2 Box 26,
Luling, Texas 78648

DATE: 12/20/88
512-875-3923

Note: All reimbursements should be forwarded to Ranch Haven, Inc, c/o 3550 Hellsprings, San Antonio Texas 78230

AS PER ORIGINAL

COUNTY OF FORT BEND

by: Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge
Date: 2/13/89

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE
PROBATION BOARD

by: Thomas R. Culwell
Chairman
Date: 2-9-89

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

Rhea Drayton
County Auditor

STATE OF TEXAS

AS PER ORIGINAL

COUNTY OF Fort Bend

CONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office, Criminal Justice Division Grant No. SF-89-C05-2507, Fort Bend Juvenile Probation and Hope Center for Youth, hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided: Primary, specialized, emergency shelter, or therapeutic. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

A. For and in consideration of the above-mentioned services, the Fort Bend Juvenile Probation Dept. agrees to pay the Service Agency an amount not to exceed $ 40.00 per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is $_____ per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.

B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend Juvenile Probation Dept. will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.

C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend Juvenile Probation Dept. shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent.

RECEIVED DEC 12 1988

from the Service Agency, but not to exceed ten days' payment.

D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.

E. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.

F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.

G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.

B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.

C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.

E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.

F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.

G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.

H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.

I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.

J. Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.

C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend Juvenile Probation Dept. and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.

D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

AS PER ORIGINAL

IV. FEE ASSESSMENT

A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend Juvenile Probation Dept. is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee Fort Bend Juvenile Probation Dept. and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend Juvenile Probation Dept. may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

(1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

(2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.

B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.

C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Fort Bend County.

AS PER ORIGINAL

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 31st. day of December, 1989.

Fort Bend Juvenile Probation

BY: Dennis A. McGee
Project Director

Hope Center for Youth

BY: David C. Winsley
Administrator/Director

(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Officer

ADDRESS: 307 South Fort Street
Richmond, Texas 77469

DATE: 12 Dec 88

ADDRESS: HOPE CENTER FOR YOUTH
4115 YOAKUM
HOUSTON, TX 77006

DATE: 12-8-88

COUNTY OF FORT BEND

by: Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge
Date: 2/13/89

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE
PROBATION BOARD

by: Thomas R Culver III
Chairman
Date: 2-9-89

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

Robert Lindsay
County Auditor

STATE OF TEXAS

COUNTY OF Fort Bend

AS PER ORIGINAL

CONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office, Criminal Justice Division Grant No. JA-88-C03-2236, Fort Bend Juvenile Probation and Methodist Home, hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided: Primary, specialized, emergency shelter, or therapeutic. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

A. For and in consideration of the above-mentioned services, the Fort Bend Juvenile Probation Dept. agrees to pay the Service Agency an amount not to exceed $ 10.00 per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is $ 127.00 per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.

B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend Juvenile Probation Dept. will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.

C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend Juvenile Probation Dept. shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent.

from the Service Agency, but not to exceed ten days' payment.

D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.

E. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.

F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.

G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.

B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.

C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.

E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.

F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.

G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.

H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.

I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.

J. Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.

C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend Juvenile Probation Dept. and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.

D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

AS PER ORIGINAL

IV. FEE ASSESSMENT

A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend Juvenile Probation Dept is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee Fort Bend Juvenile Probation Dept., and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend Juvenile Probation Dept. may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

(1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

(2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.

B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.

C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Fort Bend County.

AS PER ORIGINAL

38 0154

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 31st. day of December, 1989.

Fort Bend Juvenile Probation

BY: Dennis R. McGee
Project Director

Methodist Home

BY: [illegible]
Administrator/Director

(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Officer

ADDRESS: 307 South Fort Street
Richmond, Texas 77469

ADDRESS: 1111 Herring Avenue
Waco, Texas 76708

DATE: 12 Dec 88

DATE: December 7, 1988

COUNTY OF FORT BEND

by: Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge
Date: 2/13/89

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE
PROBATION BOARD

by: Thomas R. Culbertson
Chairman
Date: 2-9-89

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

Robert Graybill
County Auditor

38/0156

AGENDA ITEM

INVOICE ITEMS FOR COURT AGENDA/ACTION:

TO: FORT BEND COUNTY COMMISSIONERS COURT

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

DATE: February 21, 1989

RE:
1. CONTRACTORS PAYMENT REQUEST #18
2. ARCHITECTS SUPERVISION FEE

PROJECT: FORT BEND COUNTY COURTHOUSE ANNEX II

1. LEBCO CONSTRUCTORS, INC.: $207,432

2. DI STEFANO & ASSOCIATES, INC.: $2,904.05
(207,432 x 7% x 20%)

Chris Di Stefano
CHRIS DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer

38 0157

AS PER ORIGINAL

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

TO (OWNER): Ft. Bend County Commissioners Court
Hon. Judge Jodie Stavinoha, County Judge
PO Box 368, Richmond, TX 77469

PROJECT: Ft. Bend County Courthouse Annex II

APPLICATION NO: 18

PERIOD TO: 1/31/89

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR): LEBCO CONSTRUCTORS, INC.
PO BOX 771949
Houston, TX 77215

VIA (ARCHITECT): Distefano Architect
2500 City West Blvd. #2010
Houston, TX 77042

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: July 20, 1987

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS 491,746	DEDUCTIONS
Approved this Month			
Number	Date Approved		
8		8,144	
TOTALS		499,890	
Net change by Change Orders		499,890	

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

1. **ORIGINAL CONTRACT SUM** ..... $ 5,265,600.00
2. **Net change by Change Orders** ..... $ 499,890.00
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 5,765,490.00
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ 5,566,375.00
   (Column G on G703)
5. **RETAINAGE:**
   a. 5 % of Completed Work $ 287,322.00
   (Column D + E on G703)
   b. ____ % of Stored Material $ _____
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ 278,322.00
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 5,288,053.00
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) ..... $ 5,080,621.00
8. **CURRENT PAYMENT DUE** ..... $ 207,432.00
9. **BALANCE TO FINISH, PLUS RETAINAGE** ..... $ 477,437.00
   (Line 3 less Line 6)

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.

MARY A. SOTO NOTARY PUBLIC STATE OF TEXAS EXPIRES JULY 12, 1992

CONTRACTOR:

By: Don Stephens Date: February 16, 1989

State of: TEXAS County of: HARRIS
Subscribed and sworn to before me this 16th day of FEBRUARY, 1989
Notary Public: Mary A. Soto
My Commission expires: July 12, 1992

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 207,432
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Chris DiStefano Date: 2-21-89

2/21/89

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.

38 0158

TSAI03 2/16/89 LEBCO CONSTRUCTORS PAGE 2

10760000 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 18

1/01/89 TO 1/31/89

AS PER ORIGINAL

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
1	GENERAL CONDITIONS	177,281	173,735			173,735	98	3,546	8,687
2	TESTING LABORATORY	20,000	20,000			20,000	100		1,000
3	DEMOLITION	16,257	16,257			16,257	100		813
4	DIRTWORK	23,588	23,116			23,116	98	472	1,156
5	TERMITE TREATMENT	712	712			712	100		36
6	SITE CONCRETE	25,416	11,437	13,471		24,908	98	508	1,245
7	ASPHALT PAVING	13,375	13,108			13,108	98	267	655
8	BUILDING CONCRETE	752,430	752,430			752,430	100		37,622
9	REINFORCING	235,564	233,208	2,356		235,564	100		11,778
10	PRECAST PLANKS	16,217	16,217			16,217	100		811
11	MASONRY	518,135	518,135			518,135	100		25,907
12	STRUCTURAL STEEL	128,937	128,937			128,937	100		6,447
13	CARPENTRY	16,729	16,729			16,729	100		836
14	MILLWORK & DOORS	106,032	100,730	5,302		106,032	100		5,302
15	BUILT-UP ROOFING	98,937	98,937			98,937	100		4,947
16	DAMPPROOFING/FLASHING	47,793	47,793			47,793	100		2,390
17	HOLLOW METAL	13,229	13,229			13,229	100		661
18	GLASS & GLAZING	191,947	191,947			191,947	100		9,597
19	FINISH HARDWARE	73,000	53,290	19,710		73,000	100		3,650
20	ALUM DOOR FRAMES	31,149	31,149			31,149	100		1,557
21	DRYWALL	225,094	225,094			225,094	100		11,255
22	LATH & PLASTER	2,911	2,911			2,911	100		146
23	PAINTING	54,040	45,934	5,404		51,338	95	2,702	2,567
24	ACCOUSTICAL CEILINGS	104,426	99,205	3,132		102,337	98	2,089	5,117
25	RESILIENT FLOURING	87,263	78,537	6,108		84,645	97	2,618	4,232
26	CERAMIC TILE	27,430	27,430			27,430	100		1,372
27	MARBLE WORK	210,868	206,651			206,651	98	4,217	10,333
28	SPRAY FIREPROOFING	4,073	4,073			4,073	100		204
29	TOILET ACCESSORIES	10,502	9,452	1,050		10,502	100		525
30	FLAGPOLES	2,065	2,065			2,065	100		103
31	GRAPHICS	15,000	11,250			11,250	75	3,750	563
32	DIRECTORY & SIGN	3,400						3,400	
33	FLOOR MATS	2,066	2,066			2,066	100		103
34	MOVABLE PART. SHELVES	35,596						35,596	
35	APPLIANCES	4,105		4,105		4,105	100		205
36	METAL SHELVING	5,000						5,000	
37	WIRE MESH PARTITION	1,230	1,230			1,230	100		62
38	METAL LOUVERS	10,020	10,020			10,020	100		501
39	FIRE EXTING./CABINET	1,743	1,743			1,743	100		87
40	DROP BOX DOOR & FRAME	3,616	3,616			3,616	100		181
41	FLOOR DOORS	733	733			733	100		37
42	CARD ACCESS SYSTEM	14,537	10,612	3,925		14,537	100		727
43	BLINDS	3,063						3,063	
44	PEDESTALS & BENCHES	11,101	5,551			5,551	50	5,550	278
45	ELEVATORS	273,882	273,882			273,882	100		13,694
46	H V A C	660,343	653,740			653,740	99	6,603	32,687
47	AIR TEST & BALANCE	42,000	10,500			10,500	25	31,500	525
48	PLUMBING	205,729	203,672			203,672	99	2,057	10,184
49	FIRE PROTECTION	103,486	102,451			102,451	99	1,035	5,123
50	ELECTRICAL	544,623	539,177			539,177	99	5,446	26,959

38 0159

AS PER ORIGINAL

SAI03 2/16/89 LEBCO CONSTRUCTORS PAGE 3

10760000 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 18

1/01/89 TO 1/31/89

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
51	PROJECTION SCREEN	2,143	2,143			2,143	100		107
52	FEES/BOND/INSURANCE	86,784	86,784			86,784	100		4,339
53	CHANGE ORDER #1	86,089	86,089			86,089	100		4,304
54	CHANGE ORDER #2	22,606	22,606			22,606	100		1,130
55	CHANGE ORDER #3	11,494	11,494			11,494	100		575
56	CHANGE ORDER #4	118,938	65,416	53,522		118,938	100		5,947
57	CHANGE ORDER #5	50,485	50,485			50,485	100		2,524
58	CHANGE ORDER #6	167,103	25,065	100,262		125,327	75	41,776	6,266
59	CHANGE ORDER #7	35,031	5,255			5,255	15	29,776	263
60	CHANGE ORDER #8	8,144						8,144	
	TOTAL COSTS	5,765,490	5,348,028	218,347	0	5,566,375		199,115	278,322
	JOB TOTALS	5,765,490	5,348,028	218,347	0	5,566,375	97	199,115	278,322

2/21/89

#13

AS PER ORIGINAL

RECEIVED
FEB - 3 1989

38 0160

COMMISSION
ROBERT H. DEDMAN, CHAIRMAN
JOHN R. BUTLER, JR.
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION
P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

January 31, 1989

IN REPLY REFER TO
DRE

Surplus Property - Fort Bend County
Levee Improvement District No. 11

Parcel No. 118E
Account No. 8012-1-13
Control No. 27-12-009
Fort Bend County

Mr. Ron Drachenberg
County Engineer, Fort Bend County
P. O. Box 1449
Rosenberg, Texas 77471

Dear Mr. Drachenberg:

An agreement has been reached with Fort Bend County Levee Improvement District No. 11 that upon completion of construction of a drainage system that would divert drainage flows of the right-of-way of U.S. 59 from an existing drainage ditch to a proposed 60-inch RCP culvert and outfall channel, the Department would quitclaim a surplus tract of 6.330 acres in exchange for a tract of .6683 acres. In order for the Department to continue processing said exchange, it will be necessary to obtain a resolution from the County indicating that "the land is no longer needed for use of citizens as a road". We have attached a sketch and field notes to assist in your determination along with a sample resolution.

If it is determined that the property will not be needed for road purposes, the resolution will need to contain the statement mentioned above in quotation marks; the name of the proposed grantee and a copy of the field notes.

If further information is needed, please contact Ms. Dianne Dixon or Ms. Natalie Pavlock at (713) 869-4571, extension 575.

Sincerely,

James M Price

For Herbert Lum, P. E.
District Right of Way Engineer
District No. 12

NAP/tsl
Attachment

RESOLUTION

STATE OF TEXAS
COUNTY OF FORT BEND

On this, the 27 day of February, 1989, at a duly posted and called meeting of the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner Betts, seconded by Commissioner Pressley, duly put and carried:

WHEREAS, the State of Texas is the owner of that certain tract or parcel of real property being 6.330 acre of land out of and a part of the Abner Kuykendall, Abstract No. 48, Fort Bend County, Texas, which real property is more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, said real property is currently used for public road purposes in Fort Bend County, Texas and

WHEREAS, the State of Texas, acting by and through the State Department of Highways and Public Transportation, desires to discontinue and abandon the use of such real property for public road purposes and had requested the consent of Fort Bend County, Texas to such abandonment:

NOW THEREFORE, be it resolved by the Commissioners' Court of Fort Bend County, Texas,

That the tract or parcel of real property being more particularly described in Exhibit "A" attached hereto is no longer needed for use by the citizens of Fort Bend County as a road.

Orig given to Ron Drachenberg

AS PER ORIGINAL

PASSED and approved this 27 day of February, 1989.

FORT BEND COUNTY, TEXAS

BY: _____
COUNTY JUDGE

_____
COMMISSIONER PRECINCT #1

_____
COMMISSIONER PRECINCT #2

_____
COMMISSIONER PRECINCT #3

_____
COMMISSIONER PRECINCT #4

ATTEST:

Dianne Wilson

EXHIBIT _____ Page _____ of _____ Pages

Fort Bend County
U.S. Highway 59
Project Limits: From the present road West of Rosenberg to the existing facility near Stafford.
Account No. 8012-1-13

Field Notes for Parcel No. 118E

6.330 acres of land, more or less, same being out of an original 148.3 acre tract of land which is a part of the original 163 acre tract of land in the Joseph Kuykendall Survey, Abstract No. 49, Fort Bend County, Texas, said 163 acre tract of land was conveyed to J. C. Johnson by deed dated September 5, 1927, of record in Volume 116, Page 563, Deed Records of Fort Bend County, Texas, said 148.43 acre tract of land was devised under the will of J. C. Johnson to Jane J. Wessendorff, et al, of record in Volume 1, Page 484, Probate Records of Fort Bend County, Texas, said 6.330 acres of land, more or less, is more particularly described by metes and bounds, as follows:

Commencing at a point which is in the Northwest corner of said 148.43 acre tract of land, said point also being the Northwest corner of said 163 acre tract;

Thence, South 12° 58' 01" West, a distance of 980.64 feet to the point of beginning, said point being opposite to and perpendicularly distant 180.25 feet from the centerline of proposed U.S. Highway 59 at Highway Engr's Sta. 618 + 61.17;

Thence, South 55° 50' 46" East along the baseline of this 80 foot proposed easement being 40.0 feet at right angles on either side of the baseline of said easement, a distance of 135.00 feet to a point;

Thence, South 41° 38' 55" East continuing along the baseline of said easement, a distance of 458.00 feet to a point;

Thence, South 18° 04' 41" East, a distance of 292.00 feet to a point;

Thence, South 00° 21' 46" East, a distance of 658.54 feet to a point, said point being 40 feet, at right angle, from the East property line of said 163 acre tract, said property line also being the survey line between the Joseph Kuykendall Survey, Abstract No. 49 and Abner Kuykendall Survey, Abstract No. 48;

Parcel No. 118E
Account No. 8012-1-13
Fort Bend County
Page 2 of 2

EXHIBIT _____ Page _____ of _____ Pages

U.S. Highway 59;

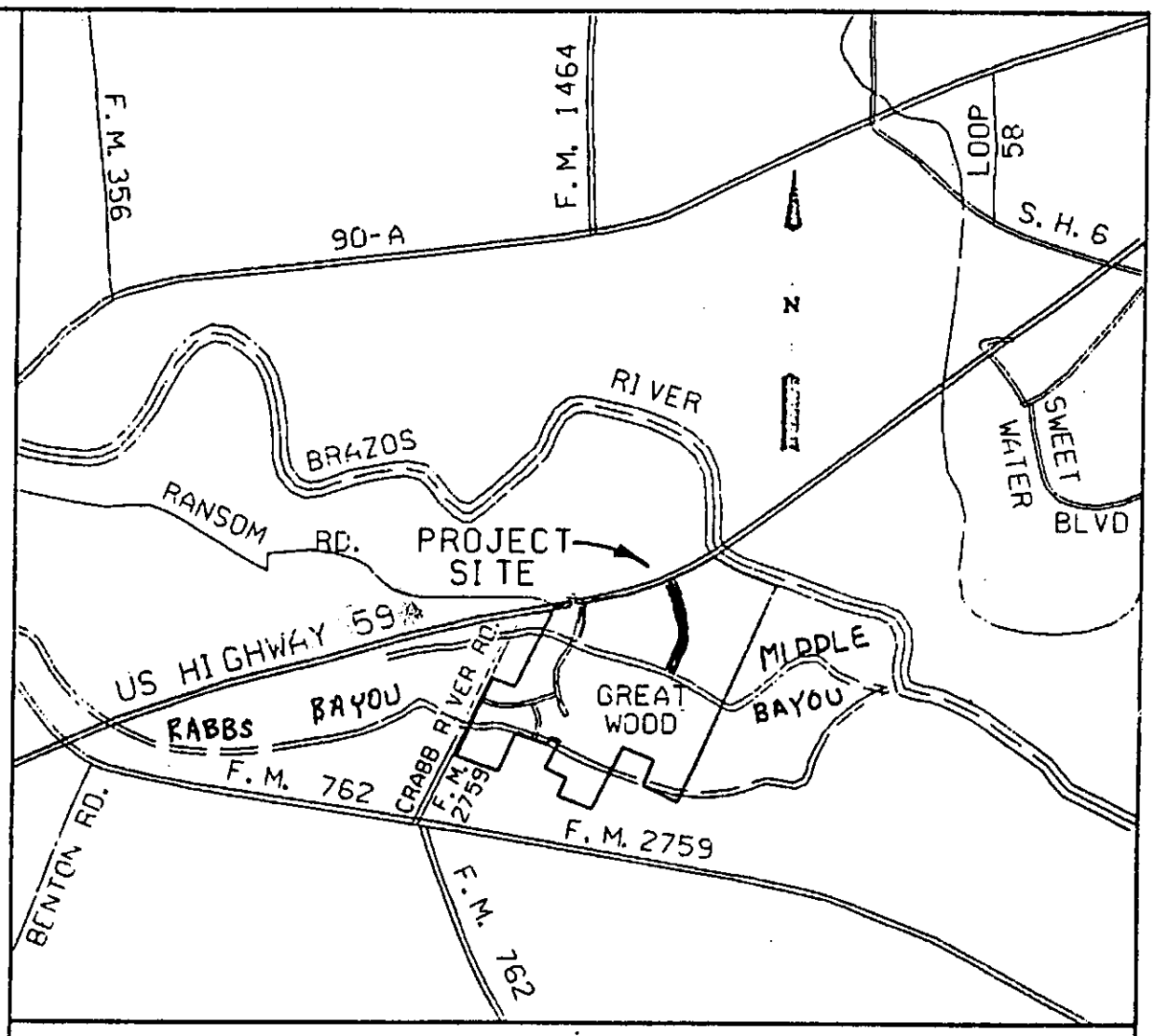
Thence, South 22° 38' 16" West along said baseline to said property line at 40 feet, a distance of 211.78 feet to a point;

Thence, South 23° 42' 26" West continuing along said baseline, a distance of 317.30 feet to a point;

Thence, South 22° 35' 46" West, a distance of 1,372.000 feet to a point, said point being in the North right-of-way line of an existing 200.00 foot Fort Bend County Drainage District Easement of Middle Bayou, said point also being the end of said proposed easement.

38 0165

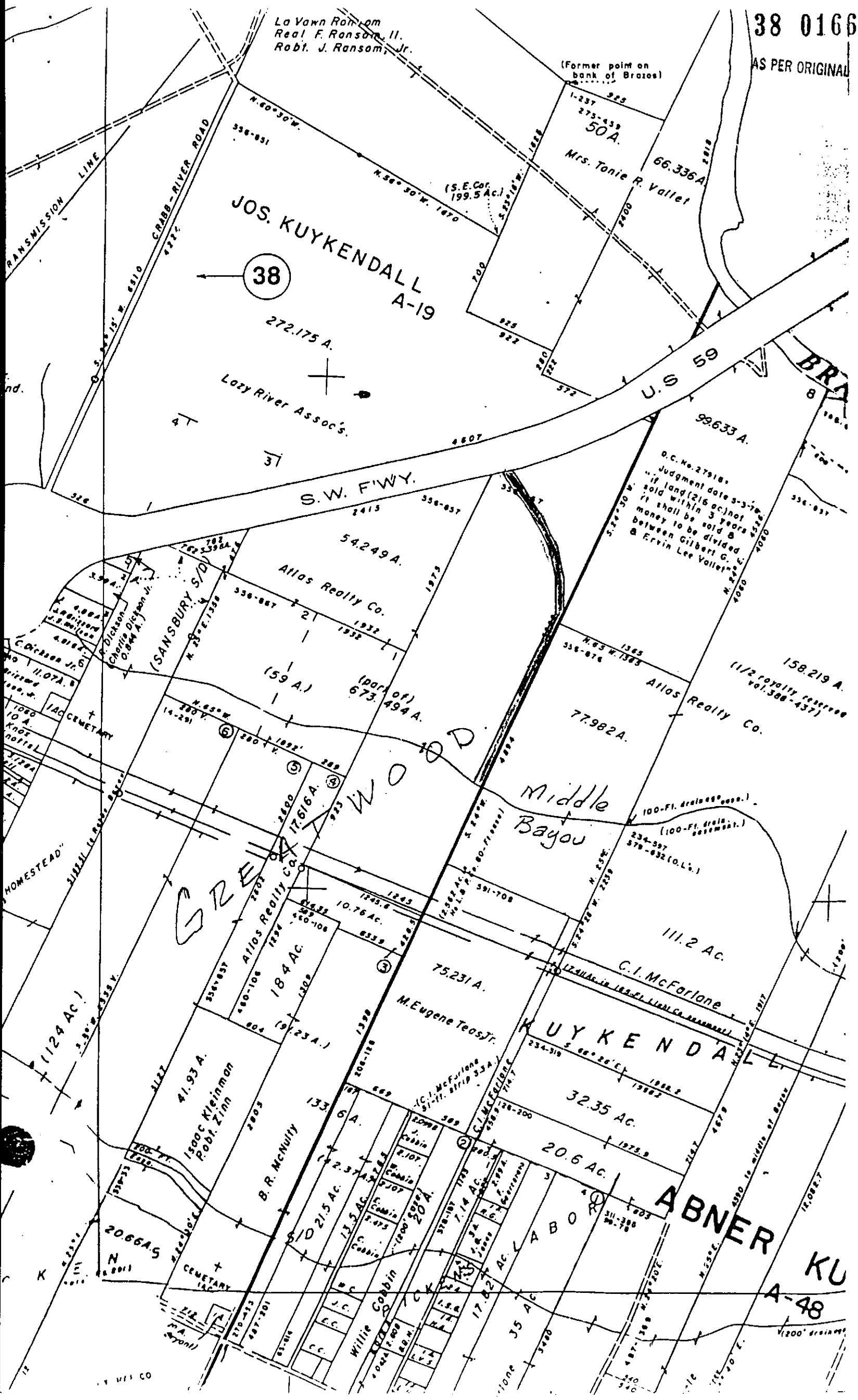
AS PER ORIGINAL



VICINITY MAP

SCALE: 1" = 2000'

AS PER ORIGINAL



14. CONSIDER CHANGING COUNTY'S MILEAGE ALLOWANCE TO THE STATE RATE OF $.22 PER MILE:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is authorized to change the county's mileage allowance to the state rate of $.22 per mile effective March 1. (Recorded in minutes in full)

15. CONSIDER TAKING ACTION ON EXPIRING LETTER OF CREDIT FOR WEST BEECHNUT PLAZA, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize the District Attorney to take action as presented by Ron Drachenberg, County Engineer. (Recorded in minutes in full)

16. CONSIDER APPLICATION FROM UNITED TEXAS TRANSMISSION TO CONSTRUCT A DRIVEWAY OFF OILFIELD RD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from United Texas Transmission to construct a driveway off Oilfield Rd., Pct.4. (Recorded in minutes in full)

17. CONSIDER ADVERTISING FOR BIDS FOR NEW ROOF FOR PCT. 3 MAINTENANCE:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for new roof for Pct. 3 maintenance. (Recorded in minutes in full)

18. CONSIDER AUTHORIZING PURCHASE OF THE FOLLOWING: (1) TWO NEW FULL-SIZE 1/2 TON PICKUP TRUCKS FOR PCT. 4 COMMISSIONER (#89-030); (2) FURNITURE FOR TENANTS OF TRAVIS ANNEX (#88-56):

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to purchase two 1/2 ton pickup trucks from BARRET GMC in the amount of $9,691.00 plus $34.44 (guages) & $640.42 (air condition) for a total of $10,365.86 each, for Commissioner Precinct #4. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize purchase of furniture for tenants of Travis Annex as follows:

Constable Precinct #1	-	$ 6,224.37
Criminal District Attorney	-	$ 26,355.25
Criminal District Attorney (Civil)	-	$ 9,839.83
TOTAL		$ 42,419.45

19. ACCEPT OR REJECT BIDS ON THE FOLLOWING: (1) PRINTING OF ELECTION BALLOTS FOR COUNTY CLERK (#89-033); (2) SALE OF DATA PROCESSING EQUIPMENT (#89-029:

Printing of election ballots for County Clerk:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to HARTGRAPHICS for printing of election ballots. (Recorded in minutes in full)

County Auditor

FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77467

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

DATE: February 27, 1989

TO: All County Departments

FROM: Robert Grayless, County Auditor

RE: New Mileage Rate Effective March 1, 1989

Effective March 1, 1989, all county personnel will be reimbursed for mileage traveled while engaged in county business at the rate of $.22 per mile. Any mileage traveled for county business before March 1, 1989, will be reimbursed at the rate of $.20 1/2 per mile.

RG/RG/mh

#75

38 0169
AS PER ORIGINAL

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

February 13, 1989

NCNB Texas
Ms. Polly J. Hagerty
P. O. Box 2518
Houston, TX 77252-2518

Re: Letter of Credit #RE-2679-0333, West Beechnut Plaza

Dear Ms. Haggerty:

Letter of Credit #RE2679-0333, issued by NCNB for the account of Mission Investors, Ltd. is due to expire on March 11, 1989.

Please let me know by February 23, 1989, what provisions are being made to renew this Letter of Credit covering the construction and maintenance of roads in West Beechnut Plaza.

Current requirements state that Letters of Credit list County Judge Jodie E. Stavinoha or his successors as beneficiary and contain an automatic renewal provision.

You will find attached a copy of expiring Letter of Credit #RE2679-0333 and also Fort Bend County's Letter of Credit form, that we prefer you use.

If you require additional information please call.

Sincerely,

Ronald D. Drachenberg

Ronald D. Drachenberg, P.E.
County Engineer

RDD/mk
cc: Larry Wagenbach, D.A., Civil Div.
Commissioner Alton B. Pressley, Pct. #3
file
attachments

NCNB Texas
700 Louisiana
P.O. Box 2518
Houston, Texas 77252-2518
(713) 247-6000

West Beechnut Plaza

AS PER ORIGINAL

38 0170

NCNB Texas

IRREVOCABLE STANDBY LETTER OF CREDIT NO. RE2679-0333

September 11, 1988

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

Attention: Jodie E. Stavinoha
County Judge, Fort Bend County

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. RE2679-0333 in your favor for the account of:

Mission Investors, Ltd.
550 Post Oak Blvd., Suite 500
Houston, Texas 77027

available by your Draft or Drafts drawn at sight on NCNB Texas National Bank, Houston, Texas, for any sum or sums not exceeding an aggregate amount of Twenty Thousand Three Hundred Twenty-Five and No/100 United States Dollars (U.S. $20,325.00) effective immediately and expiring on March 11, 1989.

All Drafts drawn under this Letter of Credit must be marked "Drawn under NCNB Texas National Bank - Real Estate Department Letter of Credit No. RE2679-0333 dated September 11, 1988" and must be accompanied by the following items:

1. This Letter of Credit; and

2. Signed written Statement, with "Jodie E. Stavinoha, County Judge, Fort Bend County" or "Successor to Fort Bend County Judge Jodie E. Stavinoha" appearing beneath the signature thereon, as follows:

   "The undersigned hereby certifies that Mission Investors, Ltd. has failed to build and/or maintain that portion of Beechnut Road which extends from the Fort Bend County line to Winkleman Road prior to the road being accepted for permanent maintenance by Fort Bend County."

Multiple drafts are permitted. All banking charges other than those of NCNB Texas National Bank are for your account. This Letter of Credit is governed by the Uniform Commercial Code in force in the State of Texas on the date of this Letter of Credit.

We hereby engage with you that Drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation on or before March 11, 1989 at our offices in the Real Estate Department, 7th Floor, 700 Louisiana at Rusk, Houston, Texas 77252-2518.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR COMMERCIAL DOCUMENTARY CREDITS FIXED BY THE INTERNATIONAL CHAMBER OF COMMERCE (1983 REVISION, PUBLICATION 400)

Yours respectfully,

NCNB TEXAS NATIONAL BANK

By Polly J. Wagerter
Vice President

38 0171

AS PER ORIGINAL

P 611 001 036

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1983-403-517

Sent to NCNB Texas/Polly J. Hagerty	
Street and No. P. O. Box 2518	
P.O., State and ZIP Code Houston, TX 77252-2518	
Postage	$ 25¢
Certified Fee	1.75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2.00
Postmark or Date 2/13/89	

PS Form 3800, Feb. 1982

● **SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †*(Extra charge)*†
2. ☐ Restricted Delivery †*(Extra charge)*†

3. Article Addressed to:
NCNB Texas
Ms. Polly J. Hagerty
P. O. Box 2518
Houston, TX 77252-2518

4. Article Number
P-611-001-036

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X

6. Signature – Agent
X Jeffrey B. Davis

7. Date of Delivery
FEB 15 1989

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268

DOMESTIC RETURN RECEIPT

AS PER ORIGINAL

Fort Bend County
County Judge Jodie E. Stavinoha
or his successors in office
Richmond, Texas 77469

Letter of Credit
No._____

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of for Dollars ($.) available by your draft at sight drawn on us. This Letter of Credit expires at our counters on __, 19 .

Each draft must be marked: "Drawn Under _____ Bank Irrevocable Letter of Credit No. _____ dated _____" The original of this Letter of Credit must also accompany all drawings. All drafts drawn under this Letter of Credit shall be accompanied by a sworn statement signed by Fort Bend County Judge Jodie E. Stavinoha or his successors in office certifying that has failed to build and/or maintain roads within (in accordance with the construction plans and specifications approved by the Fort Bend County Engineer) prior to the roads being accepted for permanent maintenance by Fort Bend County.

Special condition: It is the condition of this Letter of Credit that it shall be automatically extended for an additional period of one (1) year from the present or each future expiration date, unless at least thirty (30) days prior to such date we shall notify you in writing that we elect not to renew this Letter of Credit for such additional period.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements, or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

This Letter of Credit is issued subject to the "Uniform Customs and Practice for Documentary Credits, 1983 Revision, ICC Publication No. 400". All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us.

By:_____
Name:_____
Title:_____

BM189I

#16

38 0173

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 27th day of February, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of United Texas Transmission Co. dated 2-14-89, permit no. 81016 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drabek
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81016

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

Karl E. Baker
Karl E. Baker, P.E.
Assistant Engineer

2-23-89
Date

_____ (1) Complete Application Form

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

_____ b. Map or plat showing course of direction

_____ c. Plans and specifications

_____ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

38 0175

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 8016

Formal notice is hereby given that UNITED TEXAS TRANSMISSION CO. (UTTCO) 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 in Fort Bend County, Texas as follows:~~ install a driveway off a County Road within Fort Bend County, Texas as follows:

~~Cable, Conduit and/or Pole Line Crossing County Roads and/or Ditches~~

(Check Type of Construction)

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Application for Permanent Asphalt Driveway Permit

Please note that UTTCO has a Perpetual Bond filed with Fort Bend County, Texas.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: UNITED TX TRANS. CO.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)
Manager, Property & Right of Way
NAME & TITLE R. L. Jagot
(Please Print)

DATE: February 14, 1989
ADDRESS: P. O. Box 4758
(Street/P. O. Box)
Houston, TX 77210-4758
City State Zip
TELEPHONE NO: (713) 729-9710
24 Hour Gas Control

38 0176

AS PER ORIGINAL

REV NO	DATE	REVISION	BY

UNITED TEXAS TRANSMISSION COMPANY

DRAWN BY TK	DATE STARTED 8-22-88	DATE COMPLETED
CHECKED BY	DATE	SCALE
ENG. APPROVED	CLIENT APPROVED	

SUGARLAND COMPRESSOR STATION
AREA MAP

FORT BEND COUNTY, TEXAS

P.O.E. JOB NO.	CLIENT JOB NO.	SHEET NO.	DRAWING NO.	REV. NO.
322	M-8509	1 of 1	PA-2506	0

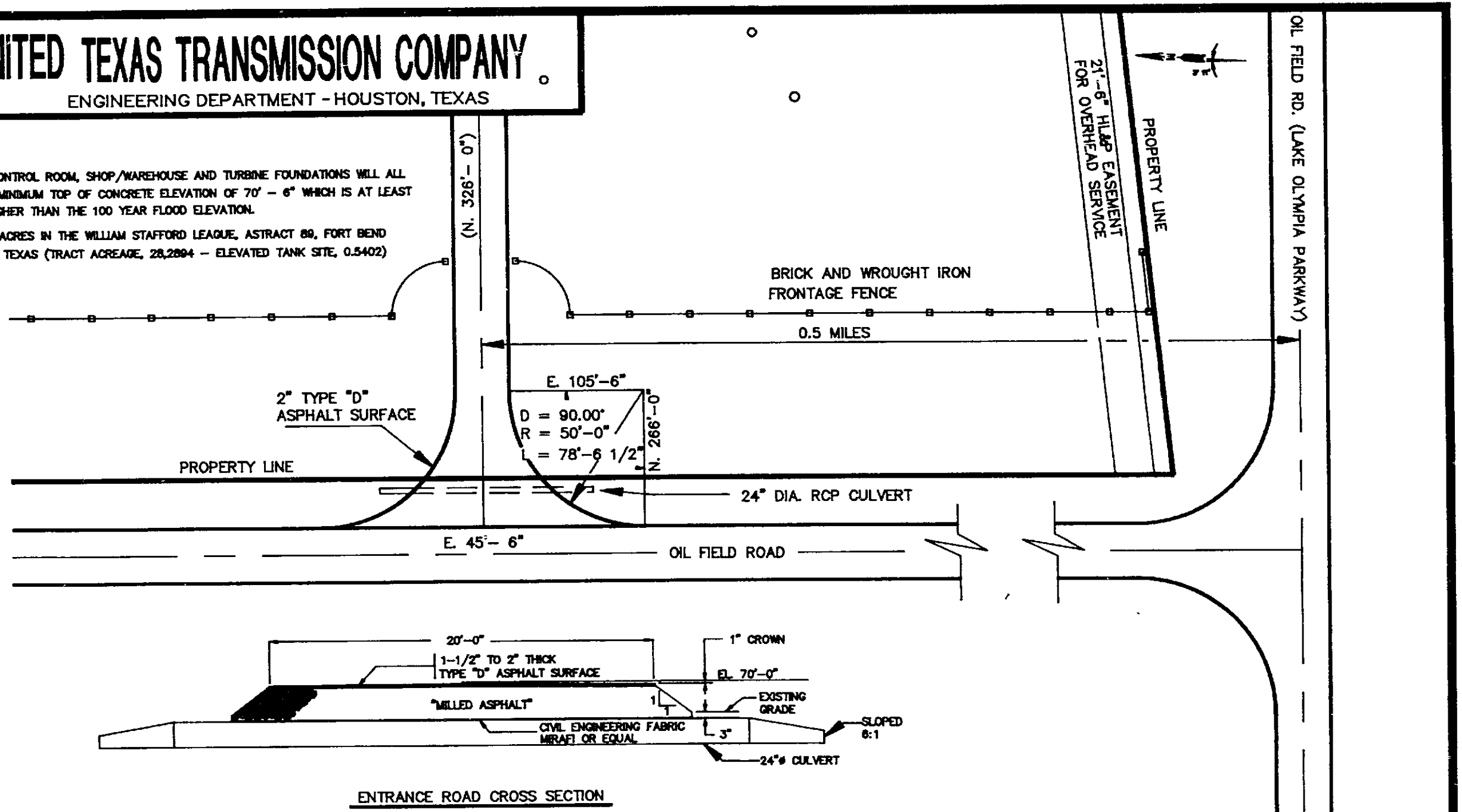
38 0177

AS PER ORIGINAL

UNITED TEXAS TRANSMISSION COMPANY

ENGINEERING DEPARTMENT - HOUSTON, TEXAS

1. OFFICE/CONTROL ROOM, SHOP/WAREHOUSE AND TURBINE FOUNDATIONS WILL ALL HAVE A MINIMUM TOP OF CONCRETE ELEVATION OF 70' – 6" WHICH IS AT LEAST 1'–0" HIGHER THAN THE 100 YEAR FLOOD ELEVATION.
2. 27.7492 ACRES IN THE WILLIAM STAFFORD LEAGUE, ASTRACT 89, FORT BEND COUNTY, TEXAS (TRACT ACREAGE, 28,2894 – ELEVATED TANK SITE, 0.5402)



18/1

38 0178

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE 1/2 TON PICKUP TRUCKS
BID #89-030

COMPANY	BASIC BID PRICE	OPTIONAL EQUIPMENT GUAGES	OPTIONAL EQUIPMENT A/C	MAKE	TOTAL BID PRICE TRUCK GUAGES & A/C
BARRET GMC TRUCKS P.O. BOX 4998 TYLER, TX 75712	$ 9,691.00	$34.44	$640.42	GMC	$10,365.86
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX 77210	$ 9,859.00	$42.00	$664.00	CHEV	$10,565.00
LAWRENCE MARSHALL CHEV-OLDS. P.O. BOX 983 HEMPSTEAD, TX 77445	$ 9,922.95	$34.44	$640.42	CHEV	$10,597.81
DAVIS PONTIAC, CAD, GMC P.O. BOX 1778 ROSENBERG, TX 77471	$10,149.90	$34.44	$640.42	GMC	$10,834.76
LES MARKS CHEV. P.O. BOX 1118 LAPORTE, TX 77571	$10,289.00	$34.44	$640.42	CHEV	$10,963.86
CHUCK MILLER FORD 16800 FEATHERCRAFT HOUSTON, TX 77058	$10,336.22	-0-	$669.00	FORD	$11,005.22
DUB MILLER FORD P.O. BOX 912 ROSENBERG, TX 77471	$10,499.00	-0-	$669.00	FORD	$11,168.00
GALLERIA AREA FORD P.O. BOX 27285 HOUSTON, TX 77227	$10,760.35	-0-	INCL.	FORD	$10,760.35
JOE GRILLO DODGE P.O. BOX 911 ROSENBERG, TX 77471	$11,291.00	-0-	$663.85	DODGE	$11,954.85

18/2

PURCHASE OF FURNITURE FOR TENANTS OF THE WILLIAM B. TRAVIS COURTHOUSE ANNEX
BID #88-56

DEPARTMENT	TOTAL ACTUAL COST
CONSTABLE PRECINCT #1	$ 6,224.37
CRIMINAL DISTRICT ATTORNEY	$26,355.25
CRIMINAL DISTRICT ATTORNEY - CIVIL DIVISION	$ 9,839.83

TOTAL:	**$42,419.45**

38 0179

DEPARTMENT/LOCATION: CONSTABLE PRECINCT #1.

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	3	DESK, EXECUTIVE. DOEMER P7236. LAMINATE: WILSONART GUNSTOCK WALNUT.	$377.70/EA.	$373.80/EA.	$389.20/EA.	NO BID
B.	12	CHAIR, MEDIUM BACK, WITH CARPET CASTERS. UNITED FM11. BASE/FRAME: CHAR-BROWN. FABRIC: AM28 ROSEMIX.	NO BID	$245.46/EA.	$286.05/EA.	NO BID
C.	10	CHAIRS, STACKING. PAOLI 509-1. FRAME: #45 CONTEMPO WALNUT. FABRIC: D 28045 MAUVE.	NO BID	$150.00/EA.	NO BID	$192.63/EA.
D.	1	SOFA, 76"W X 35"D X 35-1/2"H. ESTATE HOUSE. FABRIC: LUI MAUVE GRADE "R".	NO BID	$657.45/EA.	NO BID	NO BID

TOTAL: $6,224.37

38 0180

5. DEPARTMENT/LOCATION: DISTRICT ATTORNEY (REV. 2-21-89)

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	6	DESKS, EXECUTIVE, 60" X 30" X 30" DMI 7336-30. FINISH: CLASSIC WALNUT.	NO BID	$458.25/EA.	$539.88/EA.	NO BID
B.	11	CREDENZAS, WITH KNEEHOLE. DMI 7336-21. FINISH: CLASSIC WALNUT.	NO BID	$458.25/EA.	$539.88/EA.	NO BID
C.	9	CHAIRS, EXECUTIVE, 5 STAR "C" BASE, WITH CARPET CASTERS. PAOLI 251-4. FRAME: CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$277.50/EA.	NO BID	$286.86/EA.
D.	20	CHAIRS, CONFERENCE, 5 STAR BASE, W/CARPET CASTERS. PAOLI 580-7. FRAME: CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$177.50/EA.	NO BID	$175.86/EA.
E.	2	TABLES, LIBRARY, 84"X X 42"D X 30"H. DMI 7336-05. FINISH: CLASSIC WALNUT.	NO BID	$444.50/EA.	$526.38/EA.	NO BID
F.	8	CHAIRS, GUEST, STACKING. PAOLI 509-1. FRAME: CONTEMPO WALNUT. UPHOLSTERY: R-24054 BERRY.	NO BID	$145.00/EA.	NO BID	$187.86/EA.
G.	3	TABLE, WORK, 72"W X 36"D X 29"H. DROEMER 7263 TB. LAMINATE: WILSONART GUNSTOCK WALNUT.	$138.62/EA.	$128.50/EA.	$140.49/EA.	NO BID
H.	3	TABLE, FOLDING, 6 FOOT. KRUEGER NH-6. LAMINATE: WALNUT TOP WITH BLACK MATTE EDGES. FRAME: BEIGE.	NO BID	$60.20/EA.	$105.52/EA.	NO BID
				12,902.85	$3,517.20	

AS PER ORIGINAL

38 0181

5. DEPARTMENT/LOCATION: DISTRICT ATTORNEY (CONTINUED #5)(REV. 2-21-89)

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
I.	10	TABLE, END, 26" X 26". KIMBALL TT2-2626W. FINISH: EARLY WALNUT.	NO BID	$239.03/EA.	NO BID	NO BID
J.	2	SOFA, 76"W X 35"D X 35-1/2"H. ESTATE HOUSE. FABRIC: LUI MAUVE GRADE "R".	NO BID	$657.45/EA.	NO BID	NO BID
K.	1	SOFA, TUFTED BACK AND NAILHEAD TRIM. PAOLI 753-1. FRAME: #45 CONTEMPO WALNUT. VINYL: F26155 AGATE BLUE.	NO BID	$875.00/EA.	NO BID	$1,084.86/EA.
L.	18	CHAIRS, VISITOR. PAOLI 180-1. FABRIC: H29045 ROSALIND.	NO BID	$297.50/EA.	NO BID	$370.86/EA.

9,935.20

TOTAL: $26,355.25

AS PER ORIGINAL

38 0182

DEPARTMENT/LOCATION: CIVIL DIVISION, CRIMINAL DISTRICT ATTORNEY.

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
A.	5	CHAIR, GUEST, ARM. W/TUFTED BACK AND NAILHEAD TRIM, WITHOUT CASTERS. PAOLI 257-7. FRAME: #45 CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$205.00/EA.	NO BID	$259.86/EA.
B.	1	TABLE, MAGAZINE. KIMBALL TT2-2244. FINISH: EARLY WALNUT.	NO BID	$239.03/EA.	NO BID	NO BID
C.	5	BOOKCASES, 84"H X 36"W. HARDWOOD SPECIALTISE 184W. FINISH: WALNUT.	NO BID	$184.80/EA.	$120.25/EA.	NO BID
D.	1	TABLE, CONFERENCE, BOAT SHAPED. DROEMER BCT 48144. LAMINATE: WILSONART GUNSTOCK WALNUT.	$440.47/EA.	$459.00/EA.	$456.18/EA.	NO BID
E.	13	CHAIR, EXECUTIVE, MEDIUM BACK, W/5 STAR BASE WITH CARPET CASTERS. PAOLI 251-4. BASE/FRAME: CONTEMPO WALNUT. VINYL: E-24244 OXBLOOD.	NO BID	$277.50/EA.	NO BID	$286.86/EA.
F.	1	TABLE. DROEMER R48TB CYL. LAMINATE: WILSONART GUNSTOCK WALNUT.	$257.72/EA.	$240.70/EA.	$239.42/EA.	NO BID
G.	1	TABLE, CONFERENCE, 84"D X 42"W X 30"H. DMI 7336-05. LAMINATE: CLASSIC WALNUT.	NO BID	$444.50/EA.	$526.38/EA.	NO BID
H.	2	TABLE, WORK, 24" X 48" X 29". DROEMER 4824 TB. LAMIANTE: WILSONART GUNSTOCK WALNUT.	$91.16/EA.	$80.00/EA.	$87.46/EA.	NO BID
			$440.47	$5,476.03	$840.67	

AS PER ORIGINAL

38 0183

DEPARTMENT/LOCATION: CIVIL DIVISION, CRIMINAL DISTRICT ATTORNEY (CONTINUED).

	QTY	DESCRIPTION/MANUFACTURE/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
I.	1	SOFA, 76"W X 35"D X 35-1/2"H. ESTATE HOUSE. FABRIC: LUI MAUVE GRADE "R".	NO BID	$657.45/EA.	NO BID	NO BID
J.	2	TABLE, END, 26" X 26". KIMBALL TT2-2626W. FINISH: EARLY WALNUT.	NO BID	$239.03/EA.	NO BID	NO BID
K.	1	DESK, EXECUTIVE. DMI 7336-36. FINISH: CLASSIC WALNUT.	NO BID	$498.00/EA.	$595.09/EA.	NO BID
L.	1	CREDENZA. DMI 7336-20. FINISH: CLASSIC WALNUT.	NO BID	$458.25/EA.	$539.88/EA.	NO BID
M.	3	CREDENZA, WITH KEYBOARD SLIDE, KNEE SPACE. DROEMER P7220 XO. LAMINATE: WILSONART GUNSTOCK WALNUT.	$372.16/EA.	$368.00/EA.	$330.30/EA.	NO BID
				$2,091.76	$990.90	

TOTAL: $9,839.83

AS PER ORIGINAL

38 0184

ANNUAL CONTRACT FOR THE PRINTING OF ELECTION BALLOTS FOR THE FORT BEND COUNTY CLERK. BID #89-033

COMPANY	BID PRICE 1,000 ELECTION BALLOTS	BID PRICE 100 SAMPLE BALLOTS	BID PRICE 100 TEST BALLOTS	BID PRICE PER FORMAT ~~BALLOTS~~ CHANGE
HART GRAPHICS, INC. P.O. BOX 968 AUSTIN, TX 78767	$180.00	$18.00	$18.00	$50.00

NO OTHER BIDS RECEIVED.

Sale of Data Processing Equipment:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject all bids for sale of Data Processing equipment.

RECESS:

Commissioners Court recessed at 9:45 p.m.

RECONVENE:

Commissioners Court reconvened at 1:40 p.m.

20. 1:30 P.M. OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) CONSTRUCTION OF CUSTOM WOOD FURNITURE FOR FORT BEND COUNTY (#89-025); (2) THREE OR MORE TYPE 1 AMBULANCE FOR E.M.S. WITH OR WITHOUT TRADE-IN (#89-023):

Open bids for construction of custom wood furniture for Fort Bend County:

The following bids were presented to Commissioners Court for review.

A) ENVIRONMENT LTD-COEN
B) KELLER WOODWORKING
C) WELLS GROUP
D) YOUNG DESIGNERS MARKET

Open bids for three or more type 1 ambulance for E.M.S. with or without trade-in:

The following bids were presented to Commissioners Court for review.

A) COLLINS AMBULANCE
B) FRAZIER, INC.
C) SOUTHERN AMBULANCE BUILDERS
D) NEIL ASSOC. INC.
E) FIRST RESPONSE INCORP. (no bid)

21. APPROVE BILLS:

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

22. CONSIDER GRANTING EXEMPTION TO COMPETITIVE BIDS ON PURCHASE EXCEEDING $5,000.00 FOR AN ITEM MADE NECESSARY BY UNFORESEEN DAMAGE TO PUBLIC PROPERTY, IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to grant exemption to competitive bids made necessary by unforeseen damage to public property (parts for gradell excavator) in Precinct 4.

23. ADJOURNMENT:

Commissioners Court adjourned at 1:55 p.m. Monday, February 27, 1989.

Reject 19/2

38 0187

SALE OF DATA PROCESSING EQUIPMENT. BID #89-029.

A. The following equipment is offered for sale to the highest bidder:

1. (1) IBM 3705 M82 NCP WITH 56KB LINE MODULE, SERIAL #11723.
2. (1) IBM 4341 L10 CPU, SERIAL #17251.
3. (1) HP 7925 MASTER DISK DRIVE, SERIAL #2009A03371.
4. (1) HP 7925 SLAVE DISK DRIVE, SERIAL #1843A01003.
5. (1) HP 7925 SLAVE DISK DRIVE, SERIAL #1933A03325.
6. (1) HP 7925 SLAVE DISK DRIVE, SERIAL #2126A13084.
7. (1) HP 7925 SLAVE DISK DRIVE, SERIAL #2109A11296.

B. The following bids were received for the above stated equipment.

BIDDER	TOTAL BID PRICE
J. LOUIS DEITCH INTERESTS 2850 SOUTH MAIN ST. STAFFORD, TEXAS 77477	$125.00
EDUCATIONAL EQUIPMENT MAINTENANCE 2616 SOUTH BURKE PASADENA, TEXAS 77502-5529	$ 28.00

NO OTHER BIDS WERE RECEIVED.

C. There were approximately sixty one (61) notices of the sale mailed. The notice of sale also ran in the Herald Coaster and Fort Bend Mirror Newspapers.

BID ITEM: CUSTOM WOOD FURNITURE

BID NUMBER: 89-025

FT. BEND COUNTY VENDOR LIST (NAME ONLY)

VENDOR NAME	BID PRICE
CUSTOM CREATIONS	
CUSTOM IDEAS, INC.	
C.T. EXECUTIVES AKA ENVIRONMENT LTD - COEN	✓
HAND CUSTOM FURNITURE CO.	
KELLER WOODWORKING	✓ [illegible]
PORT CITY CABINET WORKS, INC.	
PLUMBLINE ARCHITECTURAL WOODWORK	
THE HOUSER GROUP, INC.	
VENTURES IN WOOD	
WELLS GROUP	✓
Young Designers Market	✓

38 0189

BID ITEM: PURCHASE OF 1 OR MORE AMBULANCE

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'065'$CATEGORY

VENDOR NAME	BID PRICE
A.C. COLLINS FORD, INC.	
AMERICAN TRANSCOACH, INC.	
AMERICAN TRANSCOACH, INC.	
COLLINS AMUBLANCE SALES	✓ 187,000 / 179,125
DUB MILLER FORD, INC.	
EMERGENCY & SAFETY PRODUCTS	
EXCELLANCE, INC.	
FIRE AND SAFETY EQUIPMENT	
FRAZIER, INC.	✓ 63,25.00 excl. Equip
FT BEND CHAMBER OF COMMERCE 3	
HELFMAN FORD	
JOE MYER'S FORD INC.	
KNAPP CHEVROLET	
ROSENBERG/RICHMOND CHAMBER - 4	
RUSSELL BROS. OF TEXAS	
SOUTHERN AMBULANCE BUILDERS	
SOUTHERN AMBULANCE BUILDERS	✓ 56,582 excl. Equip
SOUTHWEST PROFESSIONAL VEHICLE	
SUPERIOR CUSTOM PRODUCTS	
SUPERIOR CUSTOM PRODUCTS	
Neil Assoc. Inc.	NO BID
First Response Incorp.	✓ 66,863

38 0190 21

AS PER ORIGINAL

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 27th day of February, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

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

********** APPROVED **********

_____
County Auditor

Date: 2/27/89

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

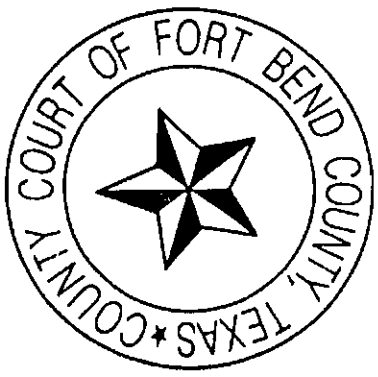
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 16, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg0089

ENDING WITH
FILM CODE NO. 89vol.38pg0190



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham DEPUTY

BETTY FULGHAM

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF MARCH, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 0193.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MARCH 6, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 27, 1989.

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. Approve renewal bonds & oath for Tax Assessor/Collector.

6. Sheriff Gus George, re: accept forfeited vehicle, a 1985 Cherokee Pioneer AMC Jeep, to be assigned to Sheriff's Dept.

7. Mr. Roman Bohachevsky, County Librarian, re: renewal of contract for genealogical microfilm.

8. Consider appointment of member to Fort Bend Library Board of Trustees.

9. Consider nominee for Central Appraisal District Board of Directors.

10. Consider acceptance of streets in Providence, Sec. 3, Pct. 3, into the County road maintenance system.

11. Enter into record a performance bond for Bell Shaft Foundation for contract work at Landfill.

12. Set date for public hearing on partial replat of Sweetwater, Sec. 3-A, Pct. 4.

13. Consider approval of maintenance agreement with AT&T for existing telephones at Juvenile Probation and for new equipment ~~in Travis Annex.~~

14. Consider approval of interlocal agreement between Fort Bend County & City of Missouri City (Oakwick Forest Subdivision), Pct. 2.

15. Discuss and consider acceptance of amendment to agreement for prepayment of impact fees between First Colony Levee Improvement District and Fort Bend County Drainage District.

16. Take action on expiring Letters of Credit for the following: (1) Weston Lakes, Sec. 7 & 8, Pct. 4; (2) West Beechnut Plaza, Pct. 3.

17. Consider approving letter of credit forms for road construction and maintenance purposes.

18. Consider applications from Fort Bend Telephone to lay cable bored under & along Hughes Rd. & Beard Rd., Pct. 1; and John Miller Rd., Pct. 2.

19. Consider applications from GTE Southwest to lay cable bored under Broadmore Rd., along Fairhill Rd. & Virginia Rd., Pct. 2; along Brand Ln., Pct. 3.

20. Approve plat for Gateway Blvd. & Sartartia Way rights-of-way, Pct. 4.

21. Authorize purchase of the following: (1) 30 chairs from bid #88-56 for Travis Bldg. vending machine area; (2) additional furniture for Travis Bldg., not on bid and not to exceed $5,000.

22. Accept or reject bids on construction of custom wood furniture-#89-025.

23. Advertise for bids for shelving for Asst. District Attorney (Civil).

24. Meet in Closed Session to discuss litigation (LULAC et al vs. William Clements et al), as authorized by Art. 6252-17, Sec. 2(e), VTCS, and consider taking action.

25. 1:30 p.m. - Open and consider bids for the following: (1) Produce & grocery items for Jail & Juvenile Detention (#89-034); (2) One or more new 62 horsepower tractors (#89-035).

26. Approve bills.

27. Adjournment.

FILED FOR RECORD
TIME 5:20 A.M. P.M.

MAR - 1 1989

Dianne 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 Wednesday, March 1, 1989 at 3:30 p.m. by Norma Lindsey.

adj/recess
10:35
A
reconvene
1:30

adjourn
1:45 PM

REGULAR SESSION

BE IT REMEMBERED That on this 6TH day of MARCH, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

Presentation by Bob Abbott, Vice President of Key Maps, Inc. of the first edition of a Fort Bend County Key Map.

1. APPROVE MINUTES OF MEETING OF FEBRUARY 27, 1989:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve meeting of February 27, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out of town travel requests for COUNTY TREASURER, 328TH DISTRICT COURT, TAX ASSESSOR/COLLECTOR, DRAINAGE ENGINEER and CONSTABLE PRECINCT #2. (Recorded in minutes in full)

5. APPROVE RENEWAL BONDS & OATH FOR TAX ASSESSOR/COLLECTOR:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept bond & oath for Tax Assessor/Collector, Marsha Gaines. (Recorded in minutes in full)

6. SHERIFF GUS GEORGE, RE: ACCEPT FORFEITED VEHICLE, A 1985 CHEROKEE PIONEER AMC JEEP, TO BE ASSIGNED TO SHERIFF'S DEPT.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept 1985 Cherokee Pioneer AMC Jeep, VIN#IJCWB7824FT076541, a forfeited vehicle to be assigned to Sheriff's Department. (Recorded in minutes in full)

38 0196

AS PER ORIGINAL

3

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure March 8, 1989

Date of Return March 10, 1989

Purpose of Trip: County Treasurer's Association of Texas Legislative Committee Meeting

Places to be Visited: Austin, Texas

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

Kathy Hynson

Kathy Hynson
Name

3/01/89
Date

County Treasurer
Title

* *

Approved: Commissioners' Court

J Stavenohr
County Judge

3-6-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

COUNTY OF FORT BEND

RECEIVED

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure March 17, 1989

Date of Return

Purpose of Trip: to attend meeting on March 18, 1989 at 10:00 a.m. - Supreme Court's Visitation Guidelines Committee

Places to be Visited: Austin

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

Name

2/27/89
Date

Judge, 328th District Court
Title

* *

Approved: Commissioners' Court

County Judge

3/6/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 0198

AS PER ORIGINAL

RECEIVED
MAR 3 1989

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:

MARSHA P. GAINES

Period: Date of Departure MARCH 28, 1989

Date of Return MARCH 29, 1989

Purpose of Trip: FORT BEND COUNTY DAY

Places to be Visited: AUSTIN, TEXAS

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

Name

MARCH 1, 1989
Date

TAX ASSESSOR/COLLECTOR
Title

* *

Approved: Commissioners' Court

County Judge

3-6-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL 38 0199

RECEIVED MAR 3 1989 COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure 3/6/89

Date of Return 3/6/89

Purpose of Trip: TO ATTEND PUBLIC HEARING ON FLATBANK CREEK

Places to be Visited: TEXAS WATER COMMISSION - AUSTIN, TX

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

Name DANIEL E. GERKEN

3/1/89
Date

DRAINAGE DISTRICT MANAGER/ENGINEER
Title

* * * \

38 0200

RECEIVED
FEB 27 1989
COUNTY JUDGE

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:

N/A

Period: Date of Departure May 9, 1989

Date of Return May 9, 1989

Purpose of Trip: Attend "HOW TO SUPERVISE PEOPLE" Seminar

Places to be Visited: Sheraton Crown Hotel
15700 Drummett Blvd., Houston

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

Ray Breeding
Name

February 21, 1989
Date

Constable - Pct 2
Title

* *

Approved: Commissioners' Court

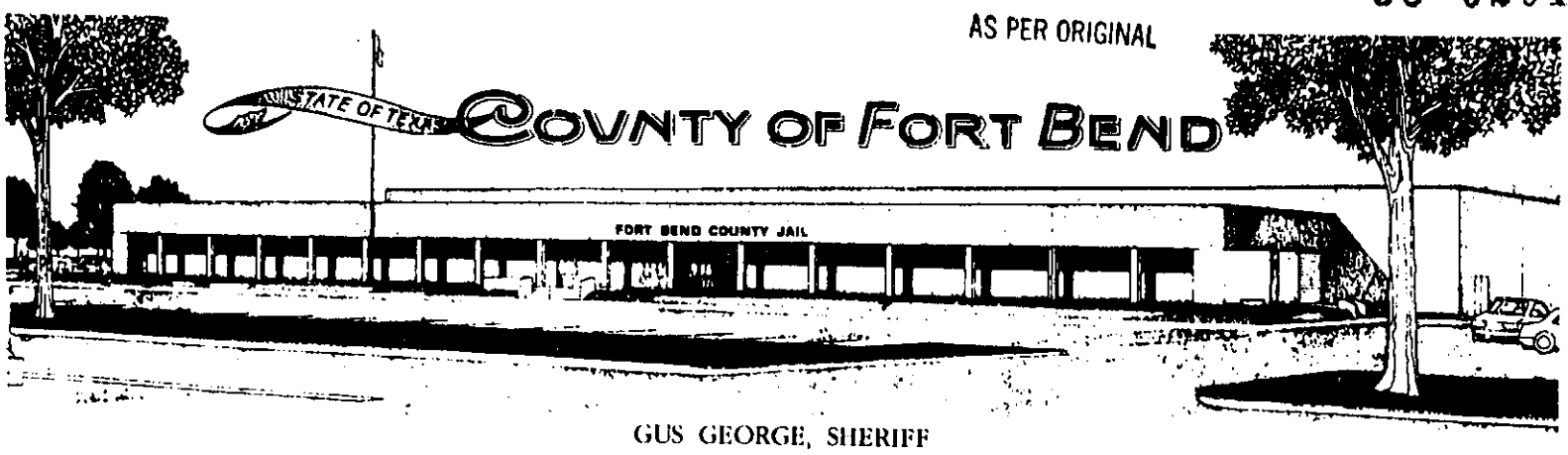
J. Stavinoha
County Judge

3-6-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 0201

AS PER ORIGINAL



GUS GEORGE, SHERIFF

February 27, 1989

RECEIVED
FEB 27 1989
COUNTY JUDGE

Honorable Jodie E. Stavinoha, County Judge
Commissioner R. L. O'Shieles, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, March 6, 1989.

Accept property to wit: a 1985 Cherokee Pioneer AMC Jeep, VIN: 1JCWB7824FT076541. This is a forfeited vehicle and will be assigned to the Fort Bend County Sheriff Department.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Mr. John Hammett, Purchasing Agent
Mr. Robert Grayless, County Auditor

38 0202

SEIZURE NO. 41500

FORFEITABLE PROPERTY DISPOSITION RECOMMENDATION

TO: UNITED STATES MARSHAL, SOUTHERN DISTRICT OF TEXAS

RE: JUDICIAL CASE NO.

ADMINISTRATIVE CASE NO. TX 89 0149

(1 USE ONE LESS CHEROKEE PIONEER)

APPRAISED VALUE: $ 7695.00

Here and at the direct the Attorney General's Guidelines on Seized and Forfeited Property; and the attached form USM-92, you are hereby requested to effect the transfer of the cited property in accordance with the instructions below.

INSTRUCTIONS:

A. COSTS TO BE REIMBURSED. If item 1. below is marked 'YES', enter the total costs incurred by the contractor service in seizing, storing and selling the asset(s) at 1.a below, and add to any other costs listed in 1.b to determine total costs to be reimbursed by the agency. (Reimbursements will be credited to the Seized Forfeiture Fund.)

B. LIENS. If any liens on the forfeited property have been paid, or are outstanding, enter the amount at 2.a and/or 2.b below. THE AGENCY RECEIVING THE PROPERTY MUST PAY OUTSTANDING LIENS AND/OR REIMBURSE LIENS PAID BY THE UNITED STATES BEFORE THE PROPERTY IS TRANSFERRED.

C. Contact the agency listed at 3. below to arrange for transfer of the property. The agency will sign the USM-92 to indicate receipt of the property. Notation will be made on the USM-285 (Case File Folder) to indicate the disposition of the property (and any reimbursed expenses).

D. Indicate the date of transfer at 4. below. Call your NCSAF Regional Office for assistance.

DESCRIPTION OF PROPERTY: 1 USE ONE LESS CHEROKEE PIONEER

1. COSTS TO BE REIMBURSED:

a. USMS _____ b. Other _____ (Specify) c. TOTAL COSTS _____ (Special instructions)

2. LIENS: a. PAID BY U.S. (TO BE REIMBURSED) _____
b. OUTSTANDING _____

3. AGENCY TO RECEIVE PROPERTY: Fort Bend County Sheriff's Department

1410 Ransom St., Richmond, TX 77469

AGENCY CONTACT: G.C. Chamblee, Detective

Telephone: (713) 341 - 4670

4. DATE OF TRANSFER: 02/22/89 DEA ___ FBI ___ INS ___ USMS ✓

DATE: 02/22/89 BY: _____ USMS/MOTS
(RECEIVING OFFICER)

After transfer, please return a copy of this form to the Houston NCSAF regional office.
Retain this documentation with the Case File Folder (USM-285)

RECEIVED BY (OFFICIAL USE):

DRAFT FORM USM-92
(09-20-88)

RECORDER'S MEMORANDUM
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38 0203

UNITED STATES MARSHALS SERVICE

SOUTHERN DISTRICT OF TEXAS

SEIZED PROPERTY AND EVIDENCE CONTROL

RECEIVED FROM (Name and address)
DEA - HOUSTON, TEXAS

CASE NO.	CASE TITLE
#M3-88-0149	DEA ADMIN. SEIZURE, USA VS. 1985 AMC JEEP CHEROKEE

SUBJECT (Name, address)
SYSID # [illegible]

ITEM NO.	QTY	DESCRIPTION OF ARTICLES (Include model, serial no., identifying marks, condition, value, etc.)	STORAGE LOCATION
1	1	1985 AMC JEEP CHEROKEE PIONEER, 4-WHEEL DRIVE VIN: 1JCWB7B24FT076541 (TX) 428-JTZ APPRAISED VALUE: $8500.00 EXCELLENT CONDITION ***NO LIEN***	CARRIAGE CORNER 8500 JENSEN DR. HOUSTON, TX.

RECORDER'S MEMORANDUM
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I certify that I have received and hold myself accountable for the articles listed above:

NAME & TITLE (Typed or printed)	AGENCY	DATE	SIGNATURE
DAN DONNELLY, DEPUTY	USMS	6/29/88	

CHAIN OF CUSTODY

ITEM NO.	DATE	RELINQUISHED BY	RECEIVED BY	PURPOSE
1	6/29/88	NAME & AGENCY MARSHALL CARTER, DEA SIGNATURE [illegible]	NAME & AGENCY DAN DONNELLY, USMS SIGNATURE [illegible]	CHAIN OF CUSTODY
1	2/23/89	NAME & AGENCY U.S. Marshal Service SIGNATURE [illegible]	NAME & AGENCY [illegible] SIGNATURE [illegible]	Released - Re: Equitable Sharing Request
		NAME & AGENCY SIGNATURE	NAME & AGENCY SIGNATURE	

7. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: RENEWAL OF CONTRACT FOR GENEALOGICAL MICROFILM:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve renewal of contract for genealogical microfilm with American Genealogical Lending Library. (Recorded in minutes in full)

8. CONSIDER APPOINTMENT OF MEMBER TO FORT BEND LIBRARY BOARD OF TRUSTEE:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to appoint Sandra Cable of Stafford to serve on the Fort Bend Library Board of Trustee for a 3 year term.

9. CONSIDER NOMINEE FOR CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Court recommends Tony Cangelosi of Stafford to serve on the CAD Board to complete an unexpired term.

10. CONSIDER ACCEPTANCE OF STREETS IN PROVIDENCE, SEC. 3, PCT. 3, INTO THE COUNTY ROAD MAINTENANCE SYSTEM:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept the following streets in Providence, Sec. 3, Pct. 3 into the county road maintenance system: (Recorded in minutes in full)

ROCKY VALLEY DRIVE	1743	feet
ROCK KNOLL DRIVE	573	"
HIGH HAVEN DRIVE	1268	"
VISTAMONT DRIVE	766	"
TRAMORE DRIVE	1520	"
PINE STREAM COURT	80	"
HAVENRIDGE DRIVE	1419	"
HAVENCREST DRIVE	804	"

11. ENTER INTO RECORD A PERFORMANCE BOND FOR BELL SHAFT FOUNDATION FOR CONTRACT WORK AT LANDFILL:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept into record a performance bond for Bell Shaft Foundation for contract work at Landfill. (Recorded in minutes in full)

12. SET DATE FOR PUBLIC HEARING ON PARTIAL REPLAT OF SWEETWATER, SEC.3-A, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing on partial replat of Sweetwater, Sec. 3-A for MARCH 27, 1989 at 10:00 a.m.

13. CONSIDER APPROVAL OF MAINTENANCE AGREEMENT WITH AT&T FOR EXISTING TELEPHONES AT JUVENILE PROBATION AND FOR NEW EQUIPMENT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept renewal of maintenance agreement with AT&T at $61.50 per month for Juvenile Probation and postpone agreement on new equipment.

38 0205

Fort Bend County Library System

AS PER ORIGINAL

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

March 1, 1989

Agenda #7 approved

Honorable Jodie E. Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Gentlemen:

I will be appearing before you on Monday, March 6, 1989 seeking your approval to renew a contract with the American Genealogical Lending Library (Bid #88-12) for the purchase of genealogical microfilm.

We spend approximately $6,500 annually with this vendor and we have been well served. Last year's contract allows renewal if agreed to by both parties, and this is what we would like to do.

Thank you for your support.

Sincerely,

Roman Bohachevsky

Roman S. Bohachevsky

RSB/dmf

Attachments

cc John Hammett
Robert Grayless

RECEIVED
MAR 3 1989
COUNTY JUDGE

1001 Golfview • Richmond, Texas 77469 • 713-342-4455

RECORDER'S MEMORANDUM
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RECEIVED
3

38 0206

MAR 14 1988

INVITATION FOR BIDS
ANNUAL CONTRACT FOR THE PURCHASE OF GENEALOGICAL MICROFILM FOR THE FORT BEND COUNTY LIBRARY SYSTEM
(EXPIRES: 31 DEC 1990)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
3 - 28 - 88	88-12	3 - 14 - 88	1	3

Sealed bids subject to the Terms and Conditions of this Invitation For Bids for the purchase of genealogical microfilm for the Fort Bend County Library System, as described on the attached specifications, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, 507 Jackson St., Richmond, Texas 77469 until 1:30 P.M., Monday, March 28, 1988 at which time they shall be opened and publicly read. Bids are binding under the laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject any or all bids. Do not add sales tax in bid price. Fort Bend County is tax exempt. Submit bid on this form in its entirety. Insure that all pages of bid form are signed. Bids not submitted on this bid form or if all pages of bid are not signed will cause your bid to be disqualified. Use attached envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, DO NOT TELEPHONE THE PURCHASING DEPARTMENT.

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE MICROFILM WHICH I PROPOSE TO FURNISH WILL MEET OR EXCEED EVERY SPECIFICATION CONTAINED HEREIN. FURTHER I AGREE THAT IF MY BID IS ACCEPTED I SHALL PERFORM AS REQUIRED IN THIS INVITATION FOR BIDS. I AM AWARE THAT, ONCE ACCEPTED, MY BID BECOMES A BINDING CONTRACT.

SIGNATURE OF PERSON AUTHORIZED TO CONTRACT FOR BIDDER		DATE
BRADLEY W. STEUART	President	(801) 298-5358
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER

AMERICAN GENEALOGICAL LENDING LIBRARY
LEGAL NAME OF CONTRACTING COMPANY

P. O. Box 244	Bountiful, Utah	84010
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
593 W. 100 North	Bountiful, Utah	84010
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

ACCEPTED: _____ _____
COUNTY JUDGE, FORT BEND COUNTY, TEXAS — DATE

FBCPA FORM 103 (8 Mar 88)

RECORDER'S MEMORANDUM
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OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
3 - 28 - 88	88-12	3 - 14 - 88	2	3

ANNUAL CONTRACT FOR THE PURCHASE OF GENEALOGICAL MICROFILM FOR THE FORT BEND COUNTY LIBRARY SYSTEM

A. SCOPE:

These specifications are for the purchase of genealogical microfilm for the Fort Bend County Library System. Bidders must quote on all or none basis.

B. BIDDING REQUIREMENTS:

Vendor shall bid discounts per reel for microfilm. Discounts must not include shipping charges. These will be charged separately on each invoice.

C. PERIOD OF CONTRACT:

This contract shall be effective for two years and renewable for another year if agreeable by both parties. This agreement may be terminated with 30 day written notice by either party.

D. REQUIRED ELEMENTS OF THE SERVICE:

1. Vendor must be able to accept phone-in orders.

2. Vendor must be able to supply the majority (75% of the microfilm) within 30 days after receipt of the order.

3. Unfilled back orders will be automatically cancelled after 90 days. Vendor must supply library with printed notification of all cancellations with reasons of cancellation.

4. Vendor must submit a packing list with each shipment. Cartons containing packing lists shall be specifically identified.

5. Vendor must submit an itemized invoice, original and one copy for each shipment showing:

   a. Contract purchase order number.
   b. Order batch purchase order number.
   c. Mircofilm listed within batch purchase order number by title and/or item number.
   d. For each series of microfilm: List price and quantity (example: Florida 1850 federal census, 2 rolls, $11 each roll, total $22).

6. Discount will be deducted from total (before shipping charges are added). Shipping charges should be listed separate from microfilm discount.

SIGNATURE OF AUTHORIZED PERSON: [illegible] DATE: [illegible]

AS PER ORIGINAL

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
3 - 28 - 88	88-12	3 - 14 - 88	3	3

7. Invoices should be sent separate from microfilm shipment.

8. Shipments must be FOB Inside Delivery.

9. All microfilm received will be legible and in good condition. Any microfilm received in poor condition must be replaced with an acceptable copy immediately at no charge by the vendor.

E. CONTACT PERSON:

For further information or question contact Ms Rose Harper. 713-342-4455.

WE HEREBY BID FOR THE CONTRACT FOR MICROFILM SALES TO THE FORT BEND COUNTY LIBRARY SYSTEM, AND AGREE AS FOLLOWS:

1. Period of the contract shall be effective for two (2) years and renewable for another year, and agree that it may be terminated with 30 day written notice by either party.
2. We will accept phone-in orders.
3. We will normally supply microfilm within 30 days of receipt of the order.
4. All unfilled back orders will automatically be cancelled after 90 days, and we will supply library with printed notification of all cancellations with reasons therefor.
5. A packing list will be sent with each shipment.
6. We will submit an itemized invoice, original and one copy for each shipment showing the contract purchase order number, order batch purchase order number, microfilm listed within batch purchase order number by title and/or item number.

   All microfilm in our collection is sold at $12.50 per reel up to an order of $2,500.00. Orders of $2,500.00 to $5,000.00 receive a 5% discount. Orders over $5,000.00 receive a 10% discount.
7. There are no add-on charges for our film.
8. Invoices will be sent separate from the microfilm shipment.
9. All microfilm received will be legible and in good condition according to our guarantee of quality film pertaining to our reproduction process, but we cannot guarantee the quality of the original documents or original microfilming as done other than by the American Genealogical Lending Library. Any film received in an illegible or poor condition will be replaced with an acceptable copy, or a refund will be made, except for a few specified series for which disclaimers are clearly stated in our catalogs.

SIGNATURE OF AUTHORIZED PERSON: [illegible] DATE: [illegible]

AS PER ORIGINAL

38 0209
10

FIRST GENERAL REALTY COMPANY
A DIVISION OF FIRST MORTGAGE COMPANY OF TEXAS, INC.

P-D

February 22, 1989

called 2-24-89 placed on agenda.

Commissioner Alton B. Pressley
Fort Bend County Commissioner
P. O. Box 52
1809 Eldridge
Sugarland, Texas 77478

RE: Providence, Section 3
Street Acceptance

Dear Commissioner Pressley:

The following lists the length of the Providence, Section 3 streets for which we have requested Fort Bend County assume the maintenance responsibility:

Rocky Valley Drive	1743 feet
Rock Knoll Drive	573 feet
High Haven Drive	1268 feet
Vistamont Drive	766 feet
Tramore Drive	1520 feet
Pine Stream Court	80 feet
Havenridge Drive	1419 feet
Havencrest Drive	804 feet

8173' - 1.55m

We appreciate your effort in this matter. Should you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

FIRST GENERAL REALTY COMPANY

J R Moore

James R. Moore
Vice President

bp

cc: Mr. Glen Crocker
Fort Bend County Engineer

38 0210

AS PER ORIGINAL

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

RECEIVED
FEB 28 1989
COUNTY JUDGE

February 28, 1989

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

Re: Performance Bond - Bell Shaft Foundation; construct perimetor gas extraction wells and gas probes

Dear Judge Stavinoha:

Enclosed please find the original of the above stated performance bond for your files. This office has reviewed same and recommends that the bond be accepted by the County so that construction can be started as soon as possible.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf
Enclosure

cc: Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick
County Auditor Robert Grayless
County Engineer Ron Drachenberg

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

38 #11 0211

COMMERCIAL LLOYDS INSURANCE COMPANY
DALLAS, TEXAS

AS PER ORIGINAL

PERFORMANCE BOND

BOND NO. B 1210

KNOW ALL MEN BY THESE PRESENTS:

That we, Bell Shaft Foundation

, as Principal, and COMMERCIAL LLOYDS INSURANCE COMPANY, 13760 Noel Road, Suite 801, Dallas, Texas, 75240, as Surety, are held and firmly bound unto Fort Bend County

, as Obligee, in the penal sum of not to exceed One Hundred Twenty One Thousand Eight Hundred Fifty One & 75/ Dollars ($121,851.75), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor, Principal herein, has, by written agreement dated the 23 day of February, 19 89, entered into a contract with Owner for Construct Perimetor gas extraction wells and gas probes

which contract is by reference made a part hereof, and is hereafter referred to as the "Contract".

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall faithfully perform the work contracted to be performed and comply with all provisions of the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of the Surety's liability under this bond shall in no event exceed the penal sum hereof.

No right of action or recovery shall accrue hereunder to or for the use of any person or entity other than the Owner named herein, its heirs, executors, administrators or successors.

Provided, however, that this bond is executed pursuant to the provisions of Article 5160, Revised Civil Statutes of Texas, as amended by acts of the 56th Legislature, Regular Session, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

SIGNED, sealed and dated this 23 day of February, 19 89.

Witness

Bell Shaft Foundation
Principal

By: Herman P. Weber

Title: OWNER

COMMERCIAL LLOYDS INSURANCE COMPANY

By Yvonne Harmon
Attorney-in-fact Yvonne Harmon

38 0212

Commercial Lloyd's Insurance Co.
13760 Noel Road, Suite 801
Dallas, Texas 75240

BOND NO. B 1210

AS PER ORIGINAL

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That Commercial Lloyd's Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Dallas, Texas, pursuant to the following resolution which is now in full force and effect:

"That each of the following officers: Attorney-in-Fact, may from time to time appoint Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority and other writings obligatory in the nature of a bond, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him, " does hereby make, constitute and appoint:

YVONNE HARMON

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, as follows:

All bonds except Bail Bonds and not to exceed on any single instrument Two Hundred Fifty Thousand and no/oo ---

IN WITNESS WHEREOF, Commercial Lloyd's Insurance Company has caused these presents to be signed by its President, and its Corporate Seal to be affixed, this 6 day of June, 19 88.

B. Porter Cochran

B. Porter Cochran

COMMERCIAL LLOYDS INSURANCE CO. SEAL DALLAS, TX.

STATE OF TEXAS)
County of Dallas)

On this 6 day of June, 19 88, before me, a Notary Public of the State of Texas in and for the County of Dallas came B. Porter Cochran to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed by official seal at Dallas, Texas, the day and year above written.

Tammie M'Fadden
Notary Public, Dallas County, Dallas, Texas

My Commission Expires 7/8/89

CERTIFICATE

I, the undersigned, Attorney-in-Fact of Commercial Lloyd's Insurance Company, a Corporation of the State of Texas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the said Company at Dallas, Texas, dated this 23 day of February, 19 89.

B. Porter Cochran
Attorney-in-Fact

VOID IF this line not in RED INK

12

38 0213

VANSICKLE · MICKELSON & KLEIN · INC.

Consulting Engineers

7500 San Felipe
Suite 700
Houston, Texas 77063

713-972-1220

VMK FAX TELEPHONE NUMBER - 977-5840

RECORDER'S MEMORANDUM
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DATE: 3/3/89

TIME OF TRANSMITTAL: 355 Pm

NUMBER OF PAGES TRANSMITTED: 5 + Cover

ATTN: Dianne Wilson

COMPANY NAME: Fort Bend County Clerk

FROM: Blake Emmett @ VMK

RE: Sweetwater Section 3A Replat

MESSAGE:

HOUSTON PROUD

38 0214

AS PER ORIGINAL

VANSICKLE · MICKELSON & KLEIN · INC.

L. Blake Emmett, P.E.
Vice President

Consulting Engineers

7500 San Felipe
Suite 700
Houston, Texas 77063

713-972-1220

March 3, 1989

Ms. Dianne Wilson
County Clerks Office
P.O. Box 520
Richmond, Texas 77469

Re: Partial Replat of Sweetwater Section Three-A;
VMK Job No.: 321-40

Dear Ms. Wilson:

As you are aware, we have previously submitted a request (attached February 20, 1989 letter) to your office regarding public notice for the above referenced replat.

Also attached is a March 1, 1989 letter from Mr. Larry Wagenbach regarding this replat in which he requests specific language to be included within the public notices (newspaper and personal).

By virtue of this letter, we are hereby specifically requesting that the wording specified above be included in the public notice for this replat. We thank you in advance for your consideration regarding this matter. Should you have any questions or comments, please feel free to call.

Very truly yours,

VanSickle · Mickelson & Klein, Inc.

Blake Emmett

Blake Emmett, P.E.
Vice President

BE/cte/080
d: 312-321 #2

cc: Judge Jodie Stavinoha - Fort Bend County Judge
Commisser Bob Lutts - Fort Bend County Precinct 4
Larry Wagenbach - Fort Bend County Attorney
Dennis Guerra - SPI

HOUSTON PROUD

AS PER ORIGINAL

38 0215

VANSICKLE · MICKELSON & KLEIN · INC.

L. Blake Emmett, P.E.
Vice President

Consulting Engineers

7500 San Felipe
Suite 700
Houston, Texas 77063

713-972-1220

February 20, 1989

Ms. Dianne Wilson
County Clerks Office
P. O. Box 520
Richmond, Texas 77469

Re: Partial Replat of Sweetwater Section Three-A;
VMK Job No. 321-40

Dear Ms. Wilson:

Please find attached a copy of the February 20, 1989 letter to Judge Stavinoha requesting a March 27, 1989 public hearing for the partial replat of Sweetwater Section Three-A. Also attached is a vicinity map, the required property owners to receive public notice, and a check for nine dollars ($3/notice) to cover the required notice. The billing for the public hearing notice in The Mirror should be charged to the account of Sugarland Properties Incorporated.

Should you have any questions on this matter or need additional information, please feel free to call.

Sincerely,

VanSickle · Mickelson & Klein, Inc.

Blake Emmett

Blake Emmett, P.E.
Vice President

BE/vc/078
Attachment

cc: Dennis Guerra - Sugarland Properties Inc.
Commissioner Bob Lutts - Fort Bend County Precinct 4
Judge Jodie Stavinoha - Fort Bend County Commissioner's Court

HOUSTON PROUD

38 0216

AS PER ORIGINAL

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

March 1, 1989

Honorable Bob Lutts
County Commissioner
Precinct No. 4
Fort Bend County, Texas

Re: Partial Replat of Sweetwater Section 3A in First Colony MUD No. 5

Dear Commissioner Lutts:

Reference is made to a letter dated February 3, 1989 from L. Blake Emmett, VanSickle - Mickelson & Klein, Inc., to the undersigned concerning the above stated matter. Attached hereto is a copy of said letter.

The essence of Mr. Emmett's letter is whether Carnegie Lane and the extension of Du Pont Lane can be changed by the Partial Replat to Landscape Reserve "C" and Landscape Reserve "D". I am of the opinion that this can be accomplished by replat so long as Sugarland Properties, Inc. can show:

1. There is no landowner, who purchased a lot in the subdivision in reliance to the platted road, that is harmed by the removal of the road from the plat.

2. There are no landowners in fact objecting to the removal for any reason.

3. The County Engineer certifies that the roads in question are not needed for future development.

4. A notation on the replat states that Carnegie Lane and Du Pont Lane, as filed of record by plat 41112, No. 618A dated August 22, 1983, are abandoned and changed to Landscape Reserve "C" and Landscape Reserve "D" respectively in the replat.

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

AS PER ORIGINAL

38 0217

5. The public notices that are issued in this matter (newspaper and personal) reflect the same language as stated in paragraph 4 above so as the property owners and public are specifically put on notice of the change.

Based upon the above outlined procedure being followed, this office has no legal objection to the partial replat.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf
Enclosure

cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Criminal District Attorney Sam W. Dick
County Engineer Ron Drachenberg
Mr. Blake Emmett, VanSickle - Mickelson & Klein, Inc.

AS PER ORIGINAL

38 0218

VANSICKLE · MICKELSON & KLEIN · INC.

L. Blake Emmett, P.E.
Vice President

Consulting Engineers

7500 San Felipe
Suite 700
Houston Texas 77063

713-972-1220

February 3, 1989

Mr. Larry Wagenbach
400 South 6th Street
Richmond, Texas 77469

Re: Partial Replat of Sweetwater Section 3A
in First Colony MUD No. 5; VMK Job No. 321-40

Dear Mr. Wagenbach:

Please find attached a copy of the recorded plat of Sweetwater Section Three and Three-A in addition to the proposed partial replat of Sweetwater Section Three-A. You will notice that the replat involves the abandonment of Carnegie Lane and a portion of Dupont Lane. These are illustrated as landscape reserves "C" and "D" on the proposed partial replat and amount to a combined acreage of 0.8392 acres.

The purpose of this letter is to request your desired procedure to accomplish the abandonment of these two road rights-of-way. Please be advised that there is no existing pavement in either of the rights-of-way proposed for abandonment. As required by City of Sugar Land and Fort Bend County resolution, public hearings will be held at both locations regarding this partial replat. Our question is whether the public hearings and actual replat will accomplish the abandonment or whether we should proceed with coordinating a "like" compensation to attain this abandonment.

We look forward to receiving your response. Should you have any questions, please feel free to call.

Sincerely,

VanSickle · Mickelson & Klein, Inc.

Blake Emmett

Blake Emmett, P.E.
Vice President

BE/vc/075
Attachment

cc: Commissioner Bob Lutts w/attach.
Ron Drachenberg - Fort Bend County Engineering
Ann Bagley - City of Sugar Land
Dennis Guerra - Sugarland Properties Inc.

RECEIVED 2-9-89

HOUSTON PROUD

14. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF MISSOURI CITY (OAKWICK FOREST SUBDIVISION), PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept Interlocal Agreement between Fort Bend County and City of Missouri City (Oakwick Forest Subdivision), Pct. 2. (Recorded in minutes in full)

15. DISCUSS AND CONSIDER ACCEPTANCE OF AMENDMENT TO AGREEMENT FOR PREPAYMENT OF IMPACT FEES BETWEEN FIRST COLONY LEVEE IMPROVEMENT DISTRICT AND FORT BEND COUNTY DRAINAGE DISTRICT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept preliminary amendment to Agreement for Prepayment of Impact Fees between First Colony Levee Improvement District and Fort Bend County Drainage District as presented by Larry Wagenbach, legal counsel. (Recorded in minutes in full)

16. TAKE ACTION ON EXPIRING LETTERS OF CREDIT FOR THE FOLLOWING: (1) WESTON LAKES, SEC. 7 & 8, PCT. 4; (2) WEST BEECHNUT PLAZA, PCT. 3:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to allow appropriate action on expiring Letters of Credit for Weston Lakes, Sec. 7 & 8 if not renewed.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to allow appropriate action on expiring Letter of Credit for West Beechnut Plaza, Pct. 3 if not renewed.

17. CONSIDER APPROVING LETTER OF CREDIT FORMS FOR ROAD CONSTRUCTION AND MAINTENANCE PURPOSES:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize use of Letter of Credit forms for road construction and maintenance purposes as presented by Ron Drachenberg, County Engineer. (Recorded in minutes in full)

18. CONSIDER APPLICATIONS FROM FORT BEND TELEPHONE TO LAY CABLE BORED UNDER AND ALONG HUGHES RD. & BEARD RD., PCT. 1; AND JOHN MILLER RD., PCT. 2:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit applications from Fort Bend Telephone to lay cable bored under and along Hughes Rd. & Beard Rd., Pct. 1 and John Miller Rd., Pct. 2. (Recorded in minutes in full)

19. CONSIDER APPLICATIONS FROM GTE SOUTHWEST TO LAY CABLE BORED UNDER BROADMORE RD., ALONG FAIRHILL RD. & VIRGINIA RD., PCT. 2; ALONG BRAND LN., PCT. 3:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit applications from GTE Southwest to lay cable bored under Broadmore Rd., along Fairhill Rd., and Virginia Rd., Pct. 2 and along Brand Ln., Pct. 3. (Recorded in minutes in full)

20. APPROVE PLAT FOR GATEWAY BLVD. & SARTARTIA WAY RIGHTS-OF-WAY, PCT.4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for Gateway Blvd. and Sartartia Way, Pct.4. Plat and Tax Certificate were presented to Commissioners Court for review. (Recorded in minutes in full)

(14)

14

No original rec'd

38 0220

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

February 23, 1989

Honorable Ben Denham
County Commissioner Precinct No. 2
Fort Bend County, Texas

Re: Oakwick Forest Subdivision

Dear Commissioner Denham:

I have reviewed an interlocal agreement that has been prepared by the City of Missouri City and forwarded to this office concerning the maintenance of streets in the above stated subdivision. Attached hereto is a copy of same.

The agreement provides that Missouri City will accept the streets in question and the County will maintain until same are improved to "then current city standard". In other words, should the standard change in the future, the future standard must be met before the city will accept for future maintenance.

[redacted]

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf
Enclosure

cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

38 0221

MISSOURI CITY 1522 TEXAS PARKWAY • P.O. BOX 666 • MISSOURI CITY, TEXAS 77459 • 713-261-4260

February 7, 1989

Mr. Nathaniel Watson
Administrative Assistant
Fort Bend County - Precinct 2
P. O. Box 249
Fresno, Texas 77545

Re: Oakwick Forest Estates Subdivision Streets

Dear Nathan:

Several weeks ago the City Council of the City of Missouri City approved an interlocal agreement with Fort Bend County pertaining to the improvement of the Oakwick Forest Estates subdivision streets by the County subject to certain changes made by City legal staff. Enclosed you will please find a copy of this modified interlocal agreement. I trust that you will disseminate a copy of this agreement to all interested parties at the County level.

In the meantime, should you have any questions about this agreement, please don't hesitate to contact the undersigned.

Sincerely,

Mary Ann Pruett
Assistant City Attorney

MAP/oc

Enclosure

cc: [redacted]

John R. Milford, City Manager

Bill Olson, City Attorney

RECEIVED 2-8-89

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

38 0222

AS PER ORIGINAL

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

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 to consent to the construction, improvements, maintenance and repair by the County of certain streets located in Oakwick Forest Subdivision (more specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes) all of which are located within the corporate limits of City; and

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

WHEREAS, the County desires to construct, improve, maintain and repair certain streets located in Oakwick Forest Subdivision herein more specifically described in Exhibit "A," all of which are located within the corporate limits of City; and

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 and Articles 6702-1, Sec. 2.010, Texas Road and Bridge Act;

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

1. The City consents and approves that the County may expend county funds to finance the construction, improvement, maintenance, and/or repair of the City streets specifically described in Exhibit "A" located in the County within the corporate limits of the City.

2. The City agrees to accept from the fee owner or owners the public dedication to the City of the private streets more specifically described in Exhibit "A." In the

event only some of the streets in Exhibit "A" are properly offered to the City for public dedication then the rights and obligations of both parties herein shall pertain to only those streets.

3. Upon acceptance of the streets more specifically described in Exhibit "A" by City under the terms and conditions set forth in Paragraph 2 above, the County agrees, by and through the Office of County Commissioner, Precinct No. 2, to construct, improve, maintain and/or repair such streets located in the County within the corporate limits of City in a timely manner. It is further understood and agreed that said streets will be constructed and maintained to County standards and not City standards for hard surface streets within a subdivision. And, it is further understood that the County has the option to finance the construction, improvement, maintenance, and/or repairs of said streets, as provided in Article 6702-1, Sec. 2.010(d), Tex. Rev. Civ. Stat., i.e., the County shall have the same powers and duties of levying assessments that the City would have if the City were to finance and undertake the construction, improvement, maintenance, and/or repair of said streets.

4. The County agrees to indemnify and hold the City, its officers, employees, representatives, agents, successors and assigns harmless with respect to any claim, demand, or suit arising from or growing out of the acts or omissions of County or any of its officers, employees, representatives, agents, successors and assigns in the performance of its obligations set forth in this Agreement, including the construction, improvement, maintenance and repair of the streets more specifically described in Exhibit "A."

5. It is expressly understood and agreed that it is the responsibility of the County and not the City to continue to construct, improve, maintain and repair the streets set forth in Exhibit "A" to County standards. The obligations and responsibilities of the County herein shall continue until such time that the streets described in Exhibit "A" are: 1) improved to meet the then current City standard for public streets; and, 2) accepted by the City Council of the City for future maintenance.

6. This Agreement constitutes the entire and exclusive agreement between both parties with respect to the construction, improvement, maintenance and repair of the streets more specifically described in Exhibit "A."

7. No modifications to this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

38 0223

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

AS PER ORIGINAL

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

SIGNED this the _____ day of _____, 1989.

CITY OF MISSOURI CITY

_____
JOHN B. KNOX, MAYOR

ATTEST:

_____
CITY SECRETARY

SIGNED this the 6 day of March, 1989.

COUNTY OF FORT BEND

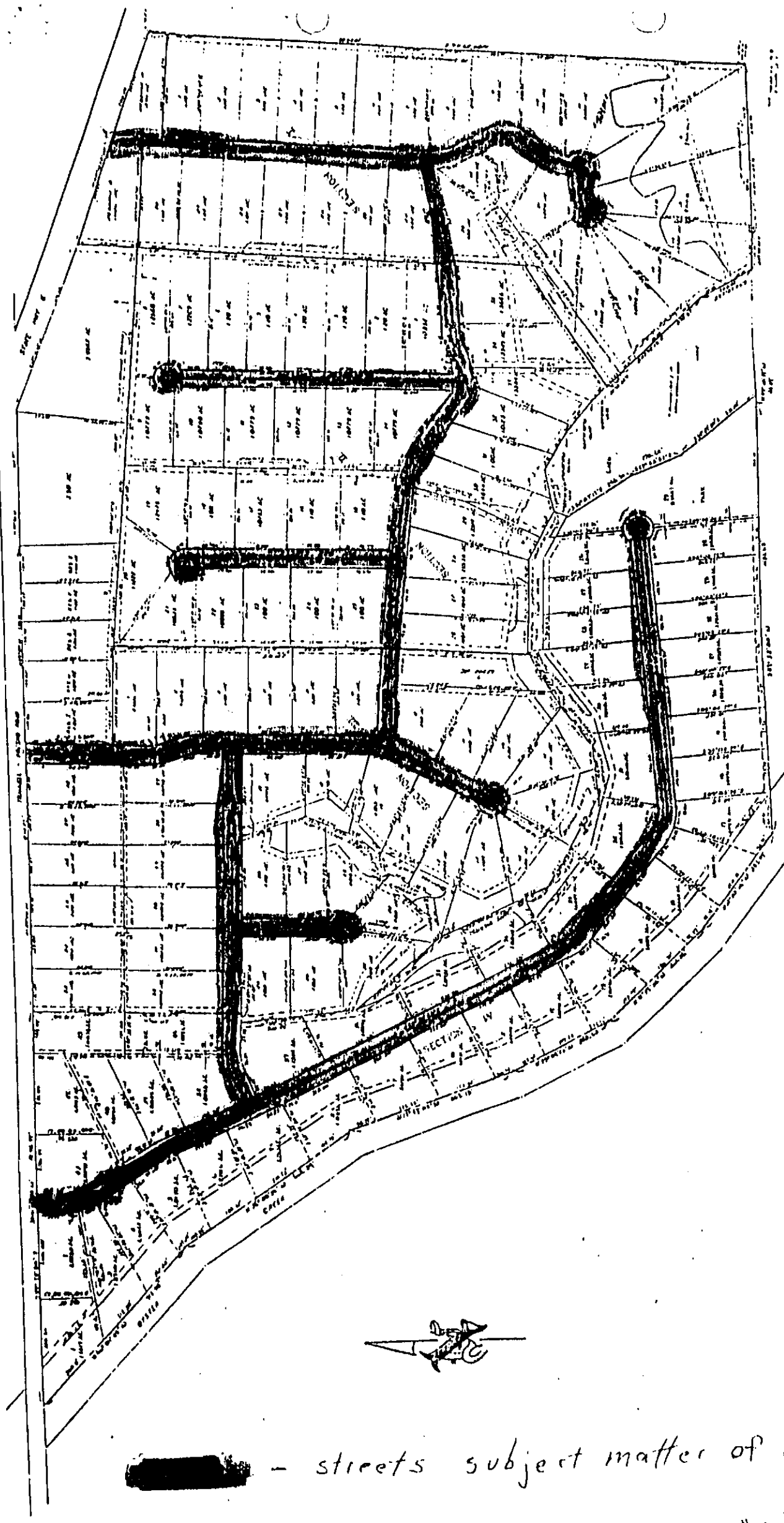
Jodie E. Stavinoha
JODIE E. STAVINOHA,
COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON
COUNTY CLERK

38 0225

AS PER ORIGINAL



[redacted] - streets subject matter of contract

EXHIBIT "A"

15

38 0229

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

March 1, 1989

Honorable County Judge
and Commissioners' Court
Fort Bend County, Texas

Re: Proposed amendment to agreement for prepayment of impact fee between First Colony Levee Improvement District ("F.C.L.I.D.") and Fort Bend County Drainage District ("F.B.C.D.D.")

Gentlemen:

Enclosed please find a copy of the above stated document for your review and consideration.

Mr. Joe B. Allen, attorney at law, forwarded same to this office on March 1, 1989. Mr. Allen's office advised me that all members of the F.C.L.I.D. have not had an opportunity to review and approve same. Therefore, it is presumed that same is a proposed draft at this time.

I will be out of the office Thursday and Friday of this week, and I have not had the opportunity to review the agreement. While the matter is on the agenda for March 6, 1989, I feel it is questionable whether the matter will be ready for final consideration.

Should you have any questions, please call me at any time.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf
Enclosure

cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick
Drainage District Manager Dan Gerken

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

38 0227

VINSON & ELKINS
ATTORNEYS AT LAW

3300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
TELEPHONE 713 651-2222 TELEX 762146

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE. N.W.
WASHINGTON, D.C. 20004-1007
TELEPHONE 202 639-6500 TELEX 89660
TELECOPY 202 347-2847

FIRST CITY CENTRE
816 CONGRESS AVENUE
AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-6400
TELECOPY 512 495-6513

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 01 441 491-7236
CABLE VINELKINS LONDON W1-TELEX 24140
TELECOPY 01 441 499-5320

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 220-7700
TELECOPY 214 220-7716

TELECOPIER TRANSMITTAL SHEET

DATE: 3-1-89

TO: Larry Magentach

FROM: J. B. Allen

MESSAGE:

Number of pages (including this transmittal sheet): 6

We are sending from a machine that is Group I, II, III compatible. The number is **713 651-2346** and it will hunt to any available machine.

If possible, please check transmission after the last page. If you are not receiving clearly, or if you have any problems with the transmission, please call us back immediately at (713) 651-2659.

Dasey Jackie Pam Rod
Operator

FORM # VE0047
01/13/89

Amendment
to
Agreement for Prepayment of Impact Fee
between
First Colony Levee Improvement District
and
Fort Bend County Drainage District

STATE OF TEXAS §

COUNTY OF FORT BEND §

This Amendment is entered into as of the _____ day of _____, 1989 by and between First Colony Levee Improvement District (hereinafter "FCLID") and Fort Bend County Drainage District (hereinafter "FBCDD"), both bodies politic and corporate and governmental agencies of the State of Texas organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution for the purpose of amending the Agreement for Prepayment of Impact Fees (hereinafter "Agreement") dated June 6, 1988.

Recitals

FCLID and FBCDD have heretofore executed the Agreement and now desire to amend the Agreement to reflect changes in conditions that have occurred since the execution of the Agreement. FBCDD has adopted impact fees in the amount of $1,985 per acre.

Agreement

For and in consideration of the mutual policies, convenience, obligation and benefit of this A mendment, FCLID and FBCDD contract and agree as follow:

Section 1. Section 2.D. of the Agreement is hereby amended to read as follows:

The computation of impact fees on land in the FCLID shall be computed on the same basis as all other land within the Service Area, except that by virtue of the pre-payment there shall be no escalation or increase in the amount of such fees. Based on the adopted impact fee of $1,985 per acre, the number of acres on which the impact fee has been paid is 453 acres.

Section 2. Section 2.F. of the Agreement is hereby amended to read as follows:

FBCDD shall refund the $900,000 or any portion thereof which has not been expended upon written request of the FCLID if a construction contract for drainage improvements on Oyster Creek from Dulles Avenue to Frost Dam has not been executed within 90 days after the date of this Amendment or the entire $900,000 has not been expended within one (1) year of this Amendment; provided, however, FCLID shall not be entitled to a refund if the Fort Bend Flood Control and Water

Supply Corporation (hereinafter "FBFCWSC") has issued its $20,325,000 bonds.

Section 3: Section 2.G. of the Agreement is hereby deleted and the following is substituted:

FBCDD will cause a maximum of 600,000 cubic yards of the first dirt (without regard to quality or type) to be excavated from the Middle Oyster Creek from FM1092 to Highway 6 (the "Excavation Materials") as shown by the plans and specifications prepared by Lichliter/Jameson & Associates, hauled to and deposited on the Site shown on Exhibit "A" (Site) without expense to FCLID. FCLID must make such request in writing prior to the time of advertisement of bids for the work in such area and shall specify the quantity of dirt desired.

FCLID hereby represents that it has the legal right to use the Site for such purpose and authorizes FBCDD, FBFCWSC and the contractor to place the Excavation Materials on the Site.

FCLID hereby agrees that FCLID has independently investigated the condition of the Excavation Materials to determine the desirability and usability thereof, and FCLID has not relied upon materials or information provided by FBCDD in FCLID's election to accept the Excavation Materials. FCLID acknowledges that the Excavation Materials are of

various types, contain significant organic materials, and vary widely in PI factors and other characteristics. FCLID acknowledges that FBCDD has made no representations or warranties concerning the quality of the Excavation Materials or the suitability thereof for any use.

FCLID acknowledges that FBCDD has advised FCLID to engage a geotechnical engineer or other qualified expert to advise FCLID on the quality and potential uses of the Excavation Materials. FCLID shall bear all costs of any geotechnical engineer or other expert which FCLID may employ.

Any site preparation, manipulation, segregation, spreading, compacting or other treatment of the Excavation Materials shall be the sole responsibility of and at the sole cost of FCLID.

FCLID acknowledges that it is FCLID's sole responsibility to comply with environmental laws and regulations of the Environmental Protection Agency, Corps of Engineers, Fish and Wildlife Service, Texas Parks and Wildlife and any other agency with jurisdiction. FCLID represents and warrants that the Site is not "waters of the United States" as that term is used in the Clean Water Act, or if any area is a "water of the United States," a permit for the placement of the Excavation Materials has been or

will be obtained by FCLID prior to placement of any materials.

Section 4: Except as modified in this Amendment the Agreement shall continue in full force and effect.

IN WITNESS whereof the parties have executed this amendment in multiple copies each of equal dignity as of the date and year shown forth above.

FIRST COLONY LEVEE IMPROVEMENT DISTRICT

By: _____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

FORT BEND COUNTY DRAINAGE DISTRICT

By: _____
Fort Bend County Judge

ATTEST:

_____
Fort Bend County Clerk

RECEIVED
FEB 27 1989

38 0233

AS PER ORIGINAL

#17
L-P

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

February 24, 1989

Glen Crocker
Assistant Engineer
Fort Bend County

RE: Form Letter of Credit

Dear Mr. Crocker:

This office has reviewed your proposed revisions of forms for Letters of Credit for subdivision improvements. The enclosed copies contain some suggested modifications.

If you have any questions, please contact our office.

Very truly yours,

Mark Price
Assistant District Attorney

MP:lj

cc: County Judge Jodie Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Sam Dick, Criminal District Attorney
Ron Drachenberg, County Engineer

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

Fort Bend County Judge Jodie E. Stavinoha
or his successors in office
Richmond, Texas 77469

Irrevocable
Letter of Credit
No. _____

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of _____, _____, Texas, for a sum or sums, not to exceed in the aggregate, the amount of _____ Dollars ($), in U.S. Dollars, available by your draft at sight drawn on us, to be accompanied by an affidavit from Fort Bend County Judge Jodie E. Stavinoha, or his successors in office, stating one of the following:

1. "The undersigned, _____, hereby certifies to _____ as the issuer of Letter of Credit No._____ dated _____, in the amount of _____ ($_____), that _____ has failed to build and/or maintain roads and or drainage facilities within _____, in accordance with the Subdivision Regulations of Fort Bend County, Texas prior to the roads being accepted for permanent maintenance by Fort Bend County and, by virtue of such failure, Beneficiary is entitled to receive funds in the amount of _____ Dollars ($)".

2. "The undersigned, _____,
hereby certifies to _____,
as issuer of Letter of Credit No. _____,
dated _____, in the amount of
_____Dollars
($) that _____
has delivered notice of intent to not automatically
renew Letter of Credit No. _____ for
a period no less than one year from the present
expiration date and, by virtue of said delivery and
notification, beneficiary is entitled to receive funds
equal in amount to the undrawn balance or this
letter of Credit, such amount being _____
Dollars ($)".

It is the condition of this Letter of Credit that it shall be automatically renewed for a period no less than one year from the present or each future expiration date, unless at least 30 days prior to such date we, the Issuer, shall notify Fort Bend County Judge Jodie E. Stavinoha or his successors in office that we elect not to renew this Letter of Credit for such additional periods.

Partial drawings on this Letter of Credit are permitted.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements, or references in such other documents, instruments or agreements to this Letter of Credit. This Letter of Credit contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

Any draft drawn under this Letter of Credit must be marked "Drawn under the Letter of Credit No. _____, dated _____, 198___ issued by _____. All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation at our counters on or before_____, 198____.

_____
Issuing Organization

By: _____
Name: _____
Title: _____

Fort Bend County Judge Jodie E. Stavinoha
or his successors in office
Richmond, Texas 77469

Irrevocable
Letter of Credit
No. _____

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of _____, for a sum or sums, not to exceed in the aggregate, the amount of _____ ($), in U.S. Dollars, available by your draft at sight drawn on us, to be accompanied by an affidavit from Fort Bend County Judge Jodie E. Stavinoha, or his successors in office, stating one of the following:

1. "The undersigned, _____, hereby certifies to _____ as the issuer of Letter of Credit No._____ dated _____, in the amount of _____ ($_____), that _____ has failed to build and/or maintain roads and or drainage facilities within _____, in accordance with the Subdivision Regulations of Fort Bend County, Texas prior to the roads being accepted for permanent maintenance by Fort Bend County and, by virtue of such failure, Beneficiary is entitled to receive funds in the amount of _____ ($)

2. "The undersigned, _____, hereby certifies to _____, as issuer of Letter of Credit No. _____, dated _____, in the amount of

_____($)
has failed to deliver, at least 30 days prior to the current expiration date of this Letter of Credit, either a renewal of this Letter of Credit, or an acceptable substitute Letter of Credit. Such renewal or substitute Letter of Credit evidencing an expiration date no earlier than one year from the issuance date of such renewal or substitute and, by virtue of said non-delivery, Beneficiary is entitled to receive funds equal in amount of the undrawn balance of this Letter of Credit, such amount being _____".

Partial drawings on this Letter of Credit are permitted.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

Any draft drawn under this Letter of Credit must be marked "Drawn under the Letter of Credit No. _____, dated _____, 198___. All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation at our counters on or before _____, 198____.

_____
Name of issuer

By: _____
Name: _____
Title: _____

#18

38 0233

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone dated 2-22-89, permit no. 81018 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner O'Shieles, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

AS PER ORIGINAL 38 0239

Appl. # 81018

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-1-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

38 0240

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 81018

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
BEARD	BEARD RD. @ HUGHES RD.	80'	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
BEARD	BEARD RD @ HUGHES RD.	———	55'
HUGHES	BEARD RD. @ HUGHES RD.	1,078' NW	1,078'

General Description

FORT BEND TELEPHONE CO. PROPOSES TO PLACE A BURIED TELEPHONE CABLE. SEE ATTACHED SHEETS FOR DETAILS.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

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

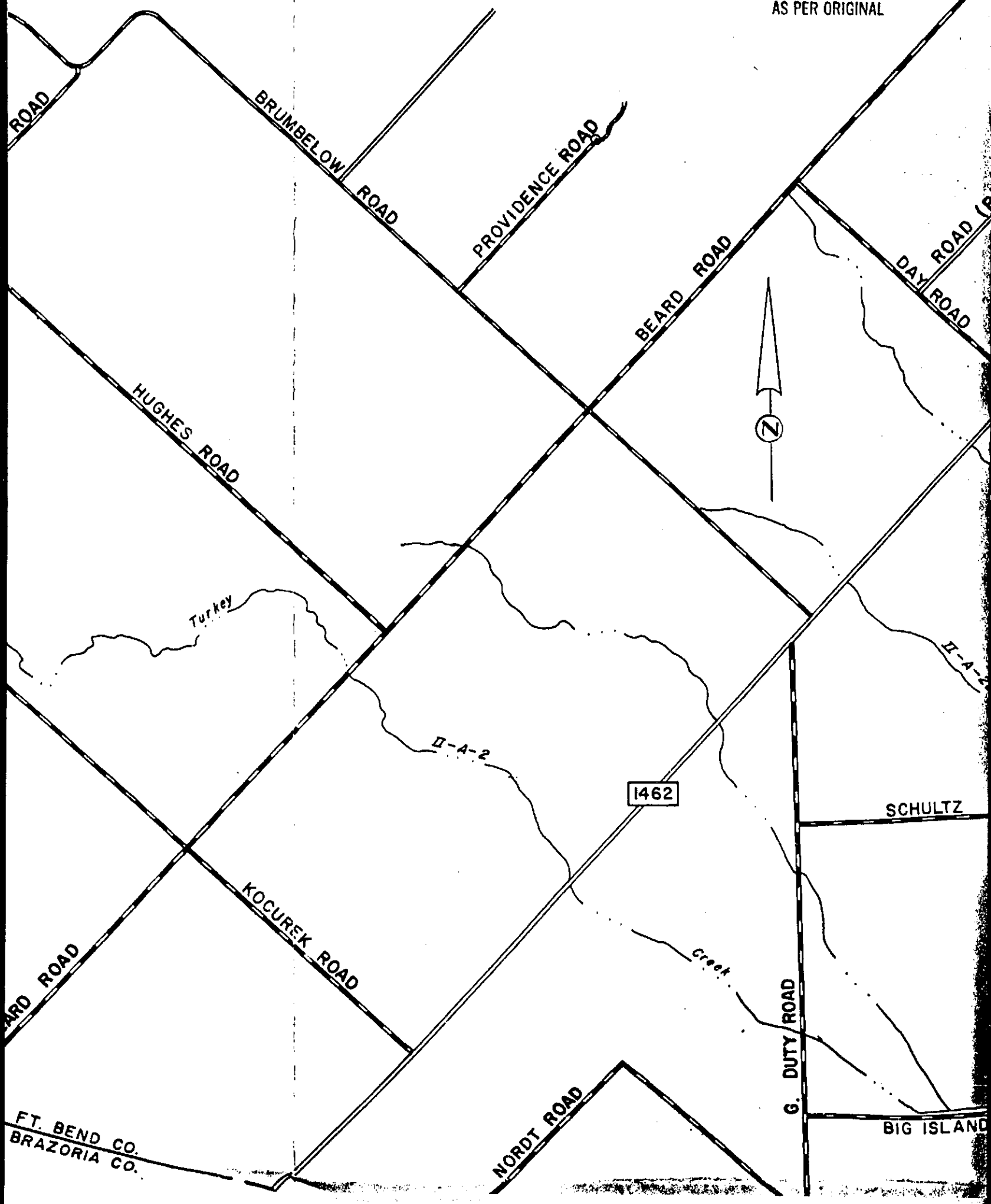
NAME & TITLE KENNY SMEREK ENGINEER
(Please Print)

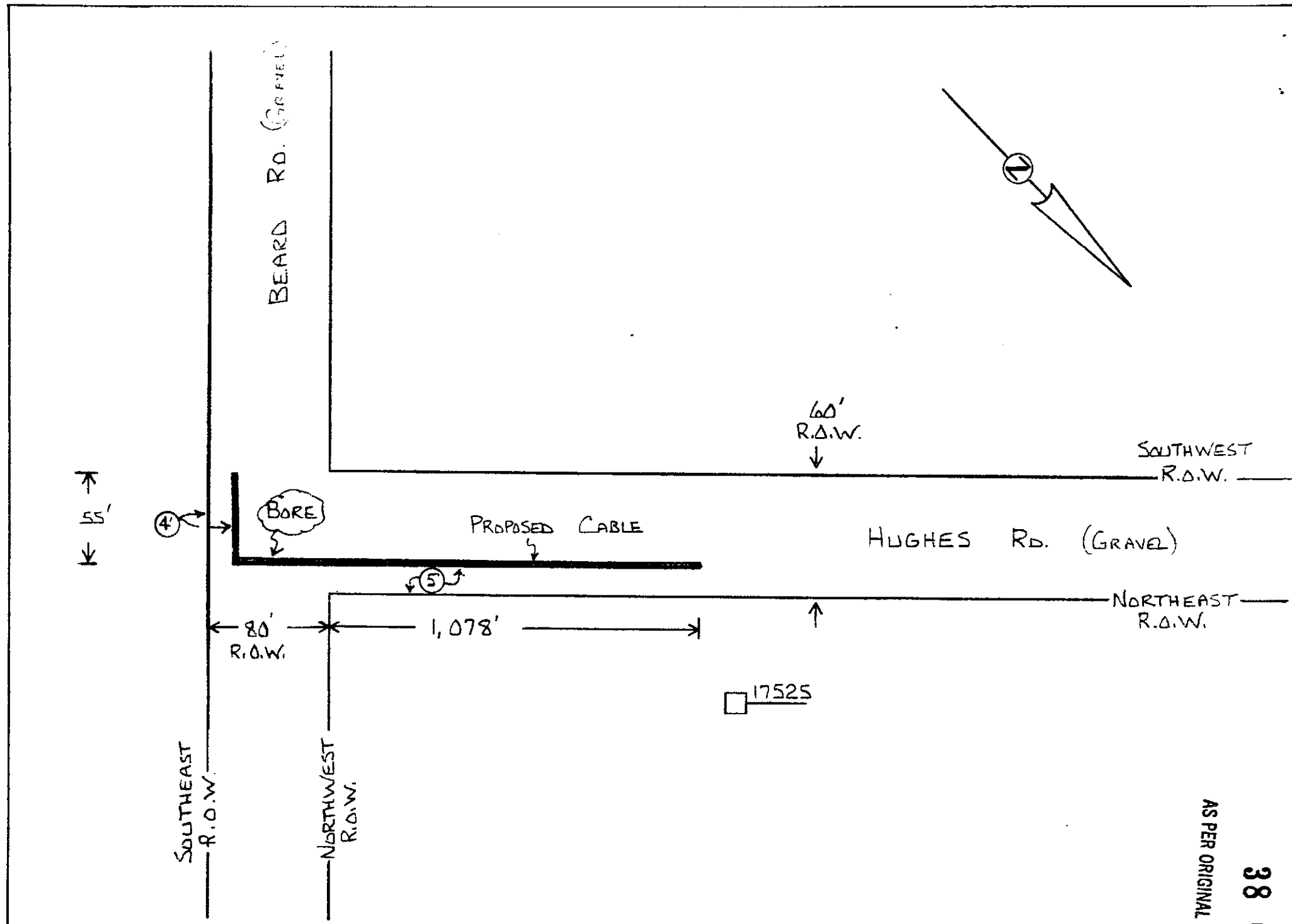
DATE: 2-22-89
ADDRESS: 24403 Boesner Rd.
(Street/P.O. Box)

Katy Texas 77450
City State Zip
TELEPHONE NO: 713-392-9701

38 0241

AS PER ORIGINAL



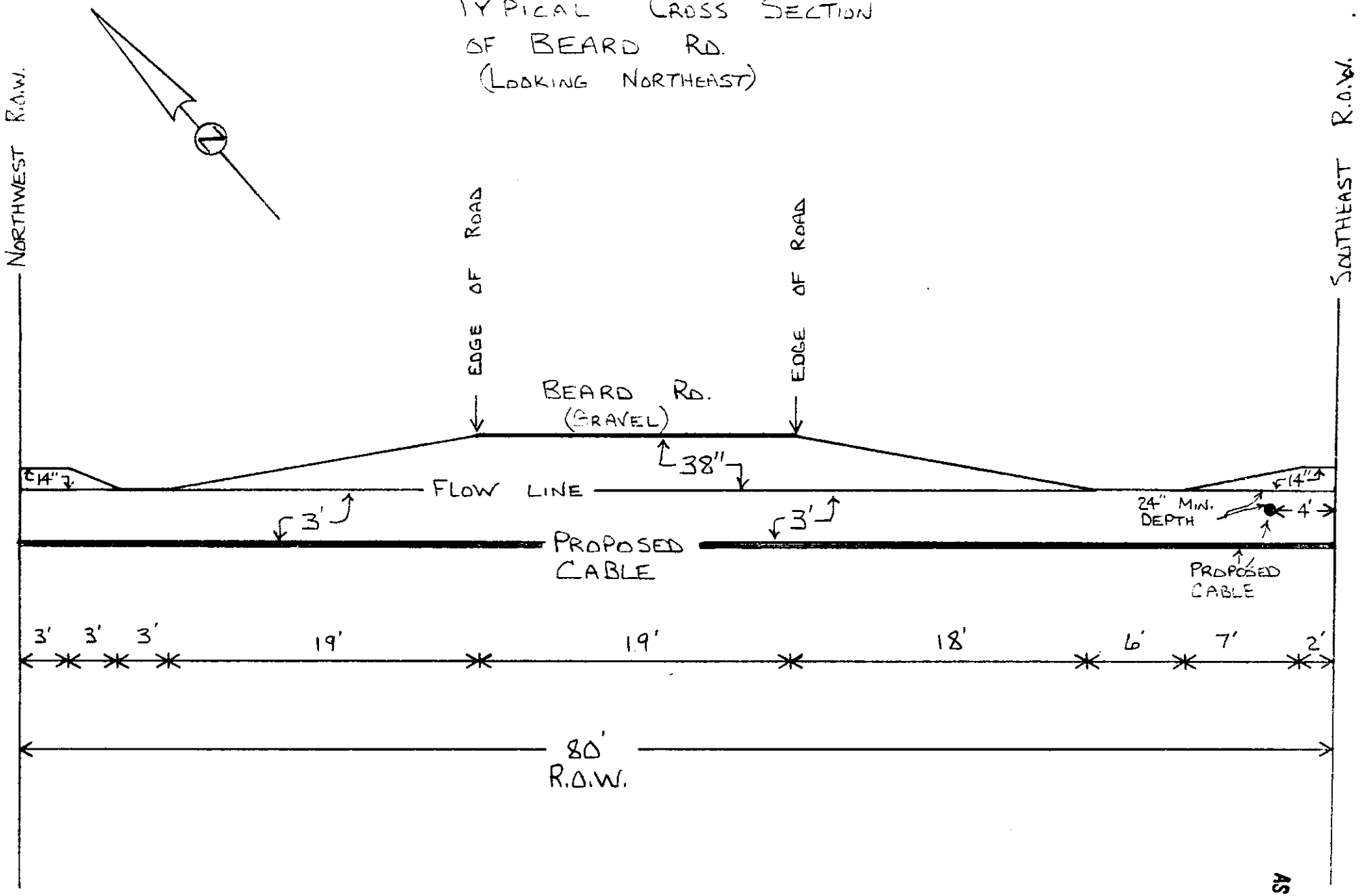


AS PER ORIGINAL

38 0242

TITLE NEW SERVICE @ 17525 HUGHES RD.	SCALE: N.T.S. DRAWN BY: K.S. DATE: 2-22-89	EXCHANGE: DAMON COUNTY: FORT BEND	FORT BEND TELEPHONE CO. 24403 ~~22488~~ ROESNER RD. KATY, TEXAS 77450 ENGINEERING DEPARTMENT

TYPICAL CROSS SECTION OF BEARD RD. (LOOKING NORTHEAST)

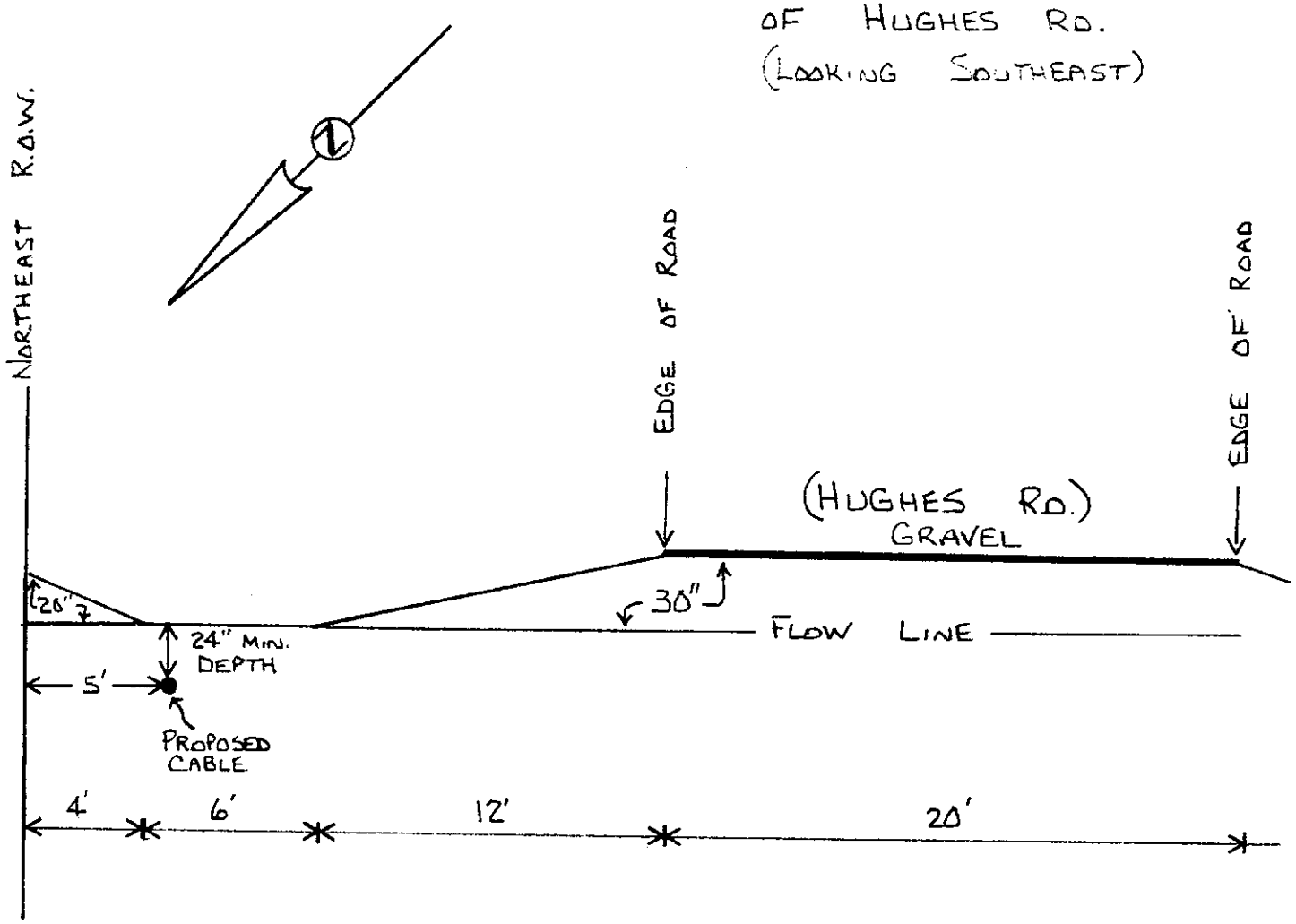


AS PER ORIGINAL

38 0243

TITLE PROFILE OF BEARD RD.	SCALE: 1" = 8' DRAWN BY: K. S. DATE: 2-22-89	EXCHANGE: DAMON COUNTY: FORT BEND	FORT BEND TELEPHONE CO. 24403 ~~22403~~ ROESNER RD. KATY, TEXAS 77450 ENGINEERING DEPARTMENT

TYPICAL CROSS-SECTION
OF HUGHES RD.
(LOOKING SOUTHEAST)



AS PER ORIGINAL

38 0244

TITLE PROFILE OF HUGHES RD.	SCALE: 1" = 6' DRAWN BY: K.S. DATE: 2-22-89	EXCHANGE: DAMON COUNTY: FORT BEND	FORT BEND TELEPHONE CO. 24403 ~~22403~~ ROESNER RD. KATY, TEXAS 77450 ENGINEERING DEPARTMENT

#18 38 0245

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone dated 2-23-89, permit no. 81017 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner O'Shiles, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Koster
Deputy

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

mailed copies 3/7/89

38 0246

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81017

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
JOHN MILLER	BAREK @ JOHN MILLER	45'	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
JOHN MILLER	BAREK @ JOHN MILLER	2,643' SE	2,643'

General Description

FORT BEND TELEPHONE CO. PROPOSES TO PLACE A BURIED CABLE ON JOHN MILLER RD. SEE ATTACHED SHEETS FOR DETAILS.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

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

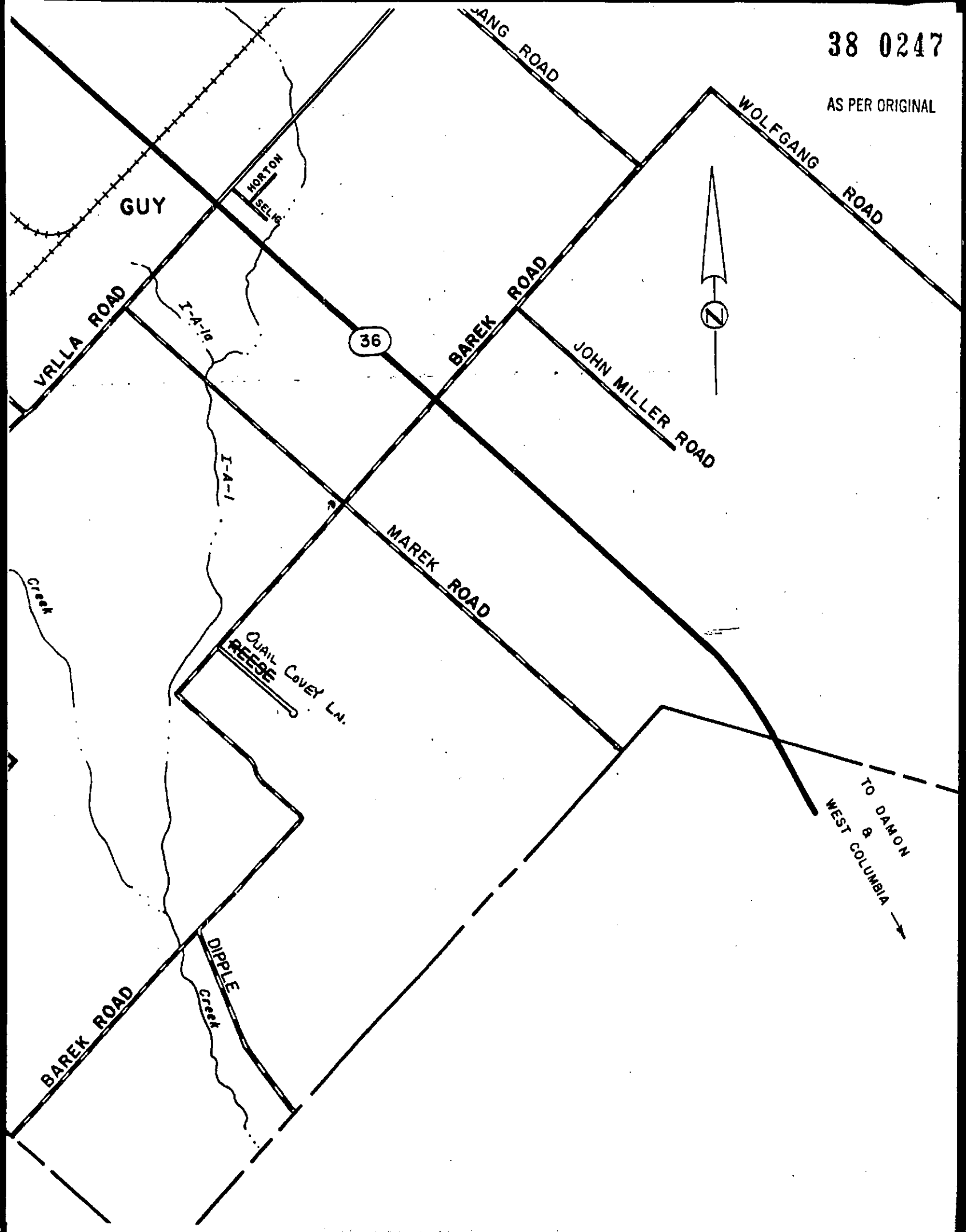
NAME & TITLE KENNY SMEREK ENGINEER
(Please Print)

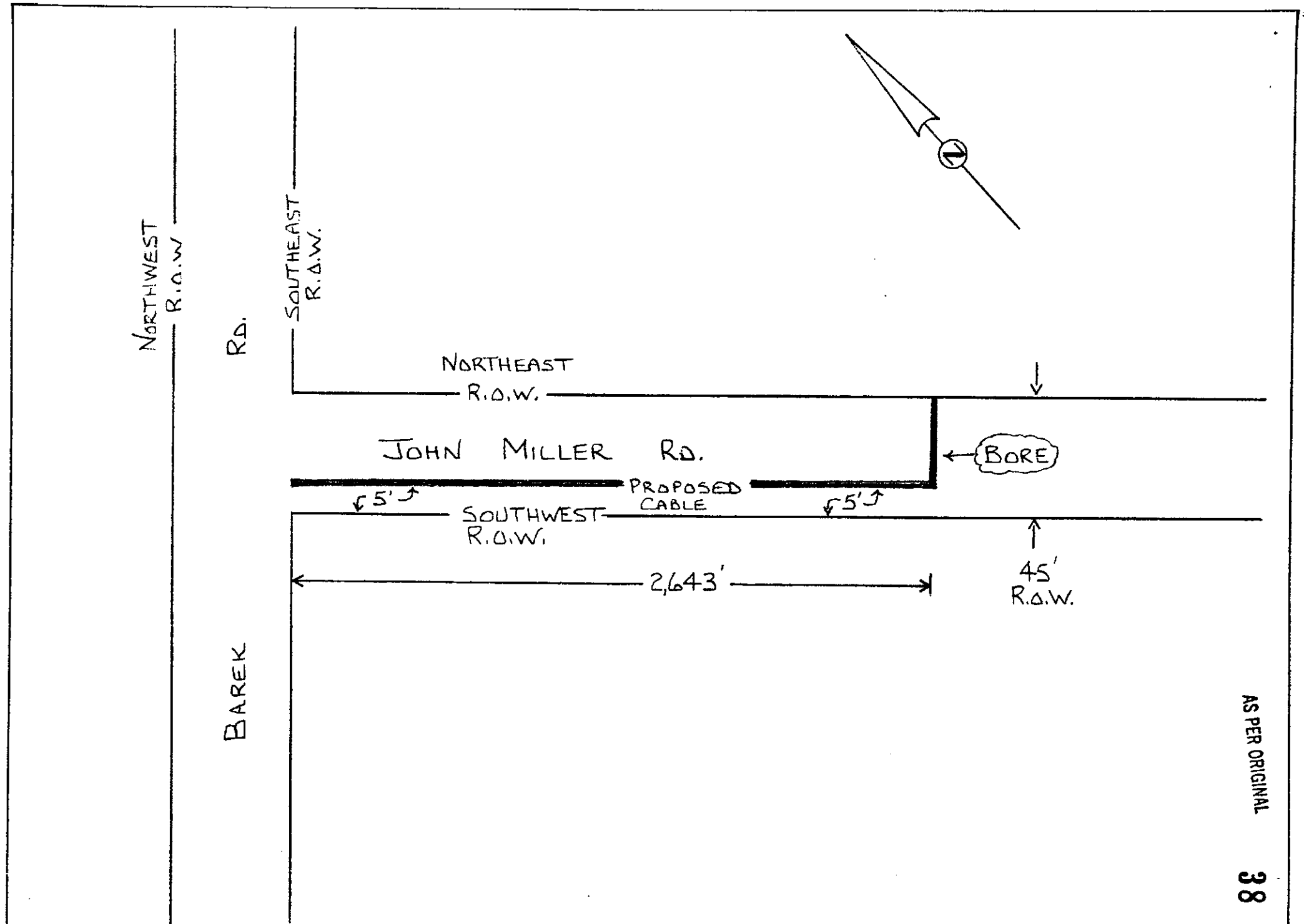
DATE: 2-23-89
ADDRESS: 24403 Boesner Rd.
(Street/P.O. Box)

Katy Texas 77450
City State Zip
TELEPHONE NO: 713-392-9701

38 0247

AS PER ORIGINAL



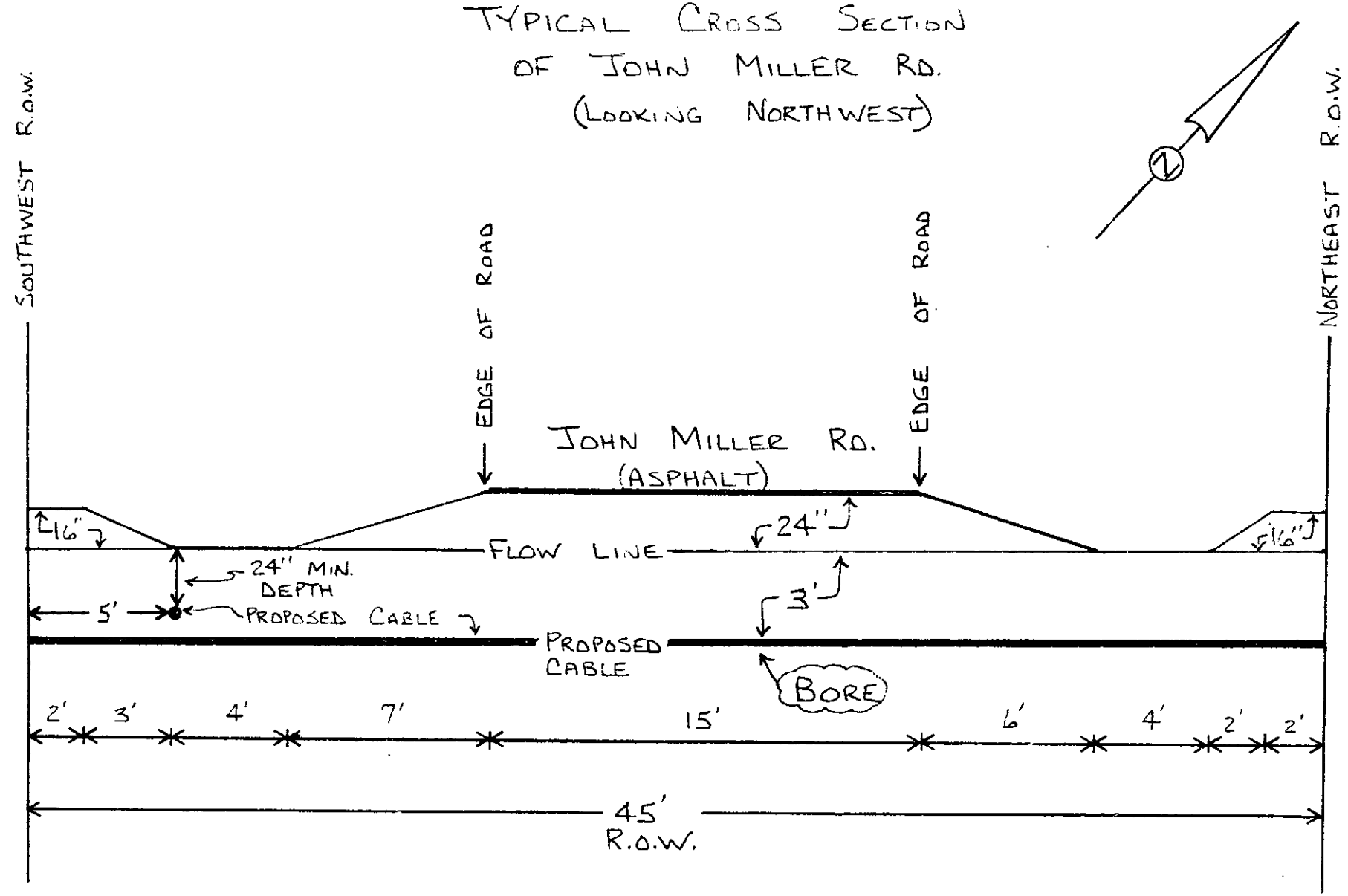


TITLE PROPOSED CABLE ON JOHN MILLER RD.	SCALE: N.T.S. DRAWN BY: K.S. DATE: 2-23-89	EXCHANGE: NEEDVILLE COUNTY: FORT BEND	FORT BEND TELEPHONE CO. 24403 ~~29403~~ ROESNER RD. KATY, TEXAS 77450 ENGINEERING DEPARTMENT

AS PER ORIGINAL

38 0248

TYPICAL CROSS SECTION OF JOHN MILLER RD. (LOOKING NORTHWEST)



AS PER ORIGINAL

38 0249

TITLE PROFILE OF JOHN MILLER RD.	SCALE: 1" = 5' DRAWN BY: K.S. DATE: 2-23-89	EXCHANGE: NEEDVILLE COUNTY: FORT BEND	FORT BEND TELEPHONE CO. 24403 ~~22403~~ ROESNER RD. KATY, TEXAS 77450 ENGINEERING DEPARTMENT

Appl. # 81017

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

Karl E. Baker, rp.
Karl E. Baker, P.E.
Assistant Engineer

3-1-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

#19

38 0251

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of GTE Southwest, Inc. dated 2-22-89, permit no. 81020 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drashberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

mailed copies 3/7/89

Appl. # 81020

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-1-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

38 0253

AS PER ORIGINAL

GTE

GTE Southwest Incorporated
Drawer AA
Stafford, Texas 77477

RECEIVED
FEB 27 1989

February 22, 1989

Fort Bend County Engineer
P. O. Box 1449
Rosenberg, Texas 77471
Attn: Carl Baker 713/342-3039

ROW 3 - STAFFORD - 5483/499 - W. O. E-6E0619. E-JVR:js

Enclosed are five copies of work location sketch showing the location of our proposed communications cable on county roads in Fort Bend County at Stafford, Texas.

This work is to be completed on work order E-6E0619. If you have any questions concerning this order, please contact Jacob Van Ramshorst in Stafford at 499-3570.

If this meets with your approval, please sign one copy of the attached Line Activity in Fort Bend County Road Right-of-way form and return to Drawer AA, Stafford, Texas 77477, for our files.

Jacob Van Ramshorst
Project Coordinator

Enc

38 0251

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81020

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

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
BRAND LN	STA. 0+00 874' N. OF AVE E.	STA. 18+52 2726 N. OF AVE. E.	1852 FEET

General Description

PROPOSED CABLE TO BE PLACED 7' OFF WEST R.O.W. CABLE TO BE BURIED AT A MINIMUM OF 30 INCHES DEEP. ALL DRIVEWAYS TO BE BORED WITH 4 INCH P.V.C CONDUIT PLACED, FROM STA 0+00 TO STA. 18+52

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: G.T.E SOUTHWEST INC
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

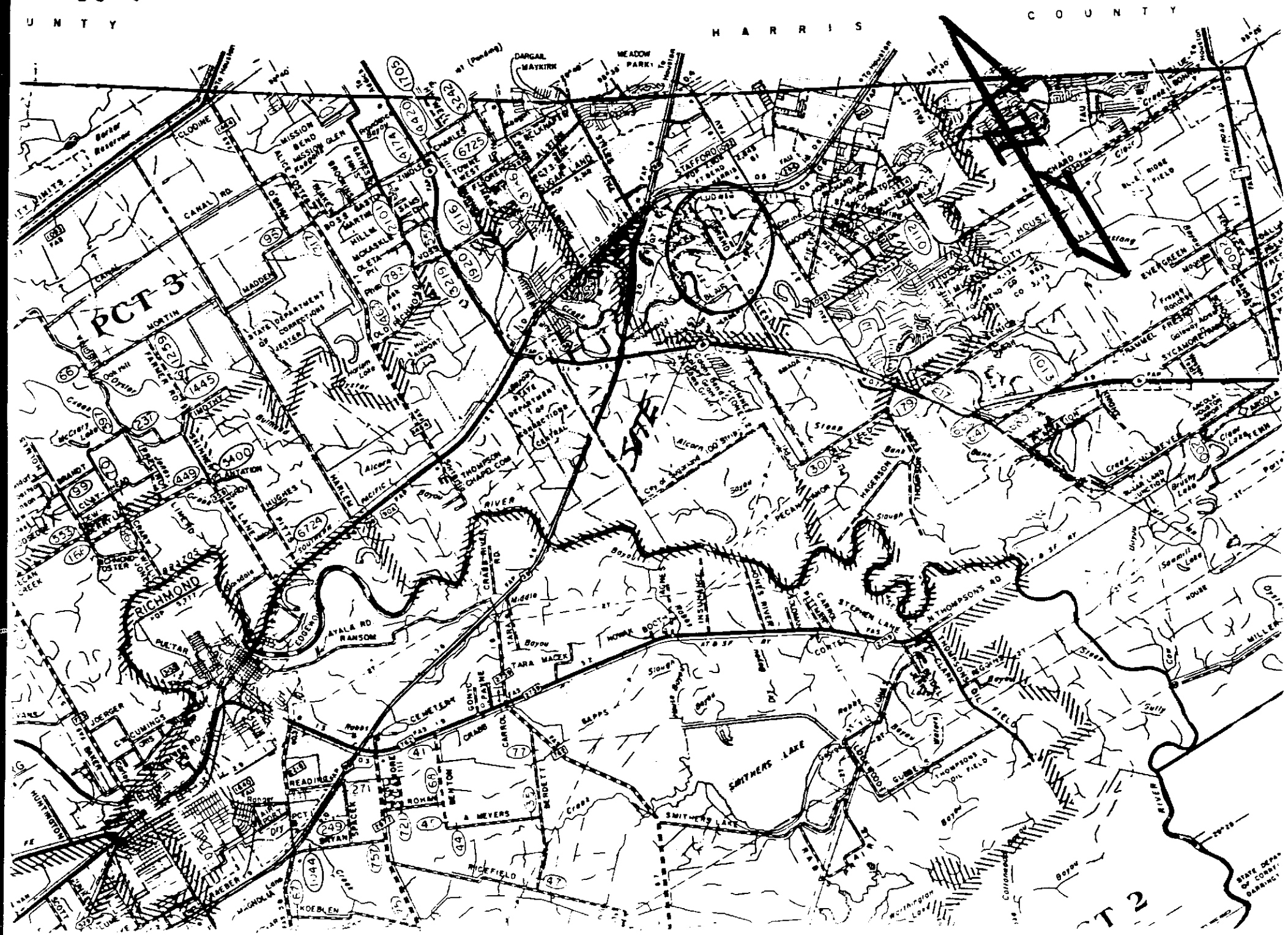
Jacob Van Ramshorst
(Signature)
JACOB VAN RAMSHORST
NAME & TITLE PROJECT COORDINATOR
(Please Print)

DATE: FEBRUARY 22, 1989
ADDRESS: DRAWER AA
(Street/P.O. Box)

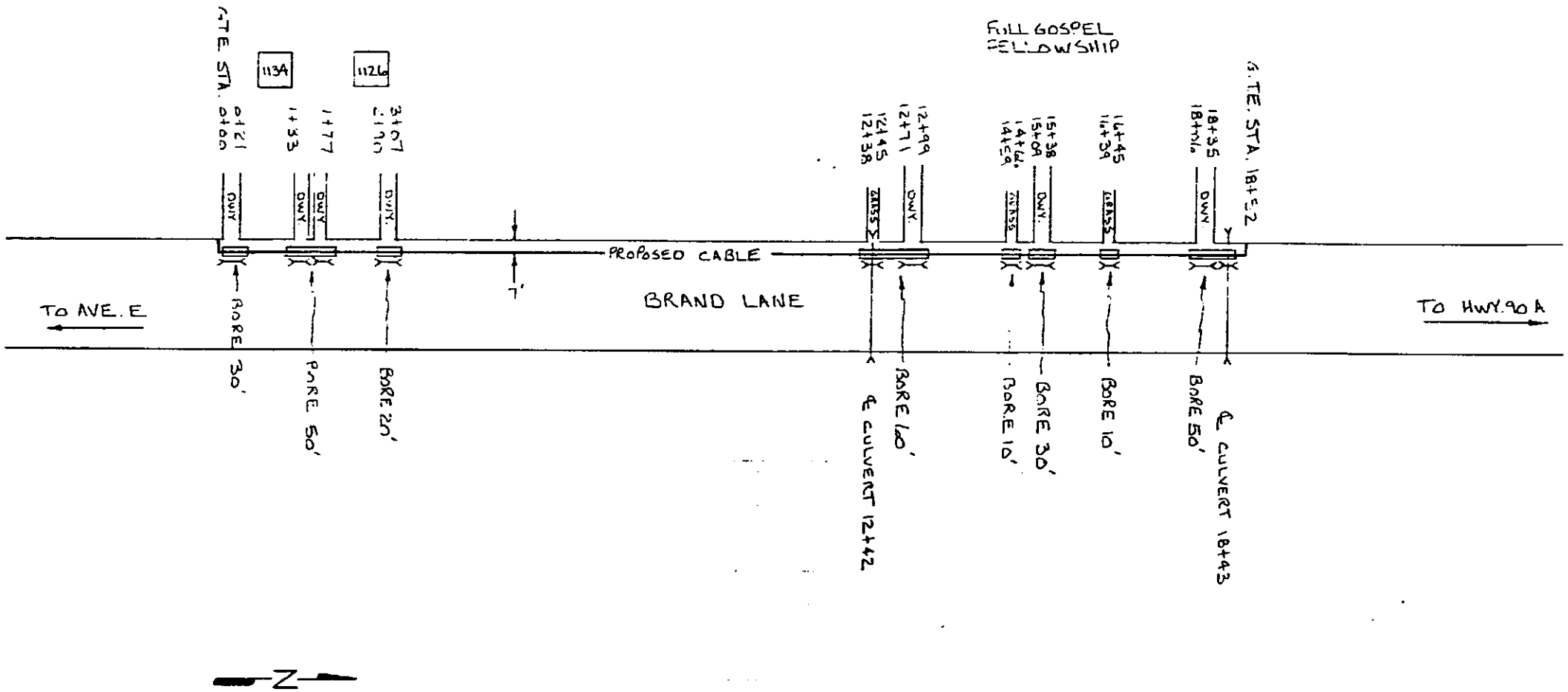
STAFFORD TEXAS 77477
City State Zip
TELEPHONE NO: 713/499-3570

5483-6E0619

38 0255 AS PER ORIGINAL


UNTY
HARRIS
COUNTY
PCT 3
RICHMOND
SITE
T 2
SMITHERS LAKE
THOMPSONS OIL FIELD
CEMETERY
CANAL RD
MADDEN
MORTIN
FARMER RD
HUGHES
MARLEN
RIVER
AYALA RD
RANSOM
TARA MACEK
HOWK BOCTA
CONTE
STEPHEN LAKE
N THOMPSONS RD
CLARK
MILLER
BAPPS
CARROLL
CRAIG
RICKFIELD
READING
BRYAN
KOEBLEN
JOERGER
CUMMINGS
HUNTINGTON
EVERGREEN
SYCAMORE
ARCOLA
LEGALE
DARGAIL
MEADOW PARK
STAFFORD
CLODINE
MISSION BEND
MISSION GLEN
ALIEF
BOSS
GASTON
MARTIN
HILLIN
MCKASKLE
OLETA
CHARLES
TOWNE WEST
FLORENCE
ALSTON
SUGAR LAND
STYLES
BLAIR
FIRST PACKER
MAGNOLIA CITY
HOUSTON
BLUE RIDGE FIELD
FRANKS RANCH
SUMMER
FRESH
Alcorn
Bayou
Slough
Creek
Gully
Sawmill Lake
Washington Lake
Cottonwood
Bruley Lake
Bear Lake
Bear Lake Junction
Hackerson
Pecan Manor
Jones River
Middle
Robbs
Dry
Sayer
Sand
Stang
Ranger
Hull Airport
Horton Lake
McCrary Lake
Oak Hill
Oyster
Burnham
Lincoln
Lake Houston
Sheldon Lake
Crane Bend
Pecan Grove
Cypress Gardens
Fitzgerald
Thompson Chapel
Southwest
Pactar
Edgewood
Lake Wood
Gumbo
Rice Lake
Rice River
Sand Lake
Sand Lake Junction
Bear Lake
Bear Lake Junction
Bruley Lake
Sawmill Lake
Gully
Cow House
Cow House
Dyer
Miller
Sand
Stang
Ranger
Hull Airport
Horton

AS PER ORIGINAL



AREA BAY 0002
TAX DIST. 41215
ENGR'D BY RC DATE 2-21-89
DRAWN BY RC DATE 2-21-89
APPROVED BY [illegible] DATE 2-21-89
REVISED BY DATE
SCALE NONE

GENERAL TELEPHONE COMPANY
OF THE SOUTHWEST
LOCATION STAFFORD, TX. 5483
DESCRIPTION FORT BEND COUNTY
PERMIT
SHEET 1 OF 1
W O NO E-6E0619

MC 600666
FORM ED-173
(REV 6-78)

BRUNING 40-520 62029

38 0256

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of GTE Southwest, Inc. dated 2-22-89, permit no. 81019 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Mailed copies 3/7/89

Appl. # 81019

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-1-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

38 0259

GTE

GTE Southwest Incorporated
Drawer AA
Stafford, Texas 77477

February 22, 1989

Fort Bend County Engineer
P. O. Box 1449
Rosenberg, Texas 77471
Attn: Carl Baker 713/342-3039

ROW 3 - ARCOLA - 5404/499 - W. O. E-6E0609. E-JVR:js

Enclosed are five copies of work location sketch showing the location of our proposed communications cable on county roads in Fort Bend County at Arcola, Texas.

This work is to be completed on work order E-6E0609. If you have any questions concerning this order, please contact Jacob Van Ramshorst in Stafford at 499-3570.

If this meets with your approval, please sign one copy of the attached Line Activity in Fort Bend County Road Right-of-way form and return to Drawer AA, Stafford, Texas 77477, for our files.

Jacob Van Ramshorst
Jacob Van Ramshorst
Project Coordinator

Enc

38 0260

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81019

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

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
FAIRHILL	FROM VIRGINIA SOUTH		76'
VIRGINIA	FROM FAIRHILL EAST		300'

General Description

CABLE TO BE PLACED 4' OFF THE WEST RIGHT-OF-WAY OF FAIRHILL AND 4' OFF THE SOUTH RIGHT-OF-WAY OF VIRGINIA AT A MINIMUM DEPTH OF 30".

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

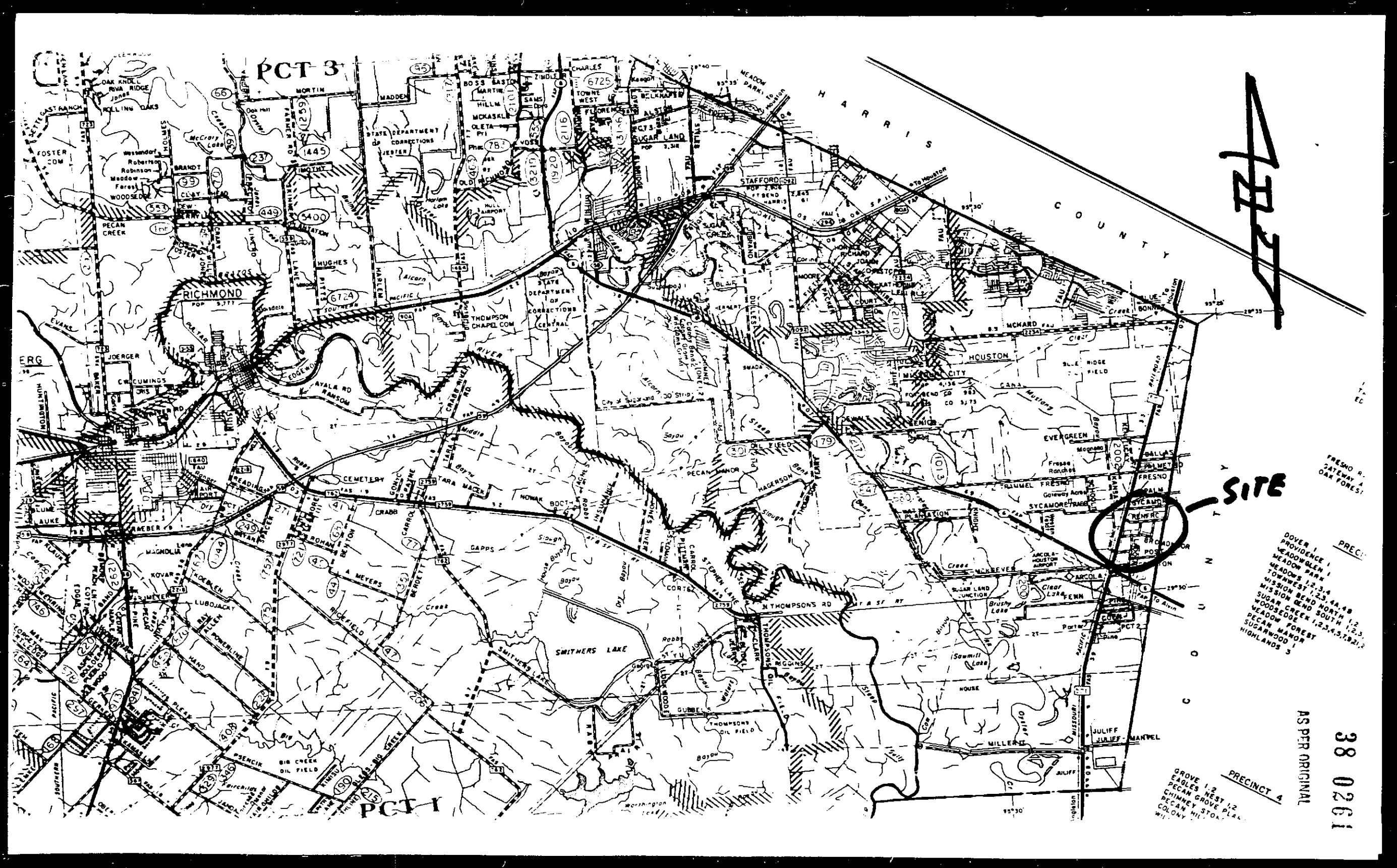
COMPANY NAME: GTE SOUTHWEST INC
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

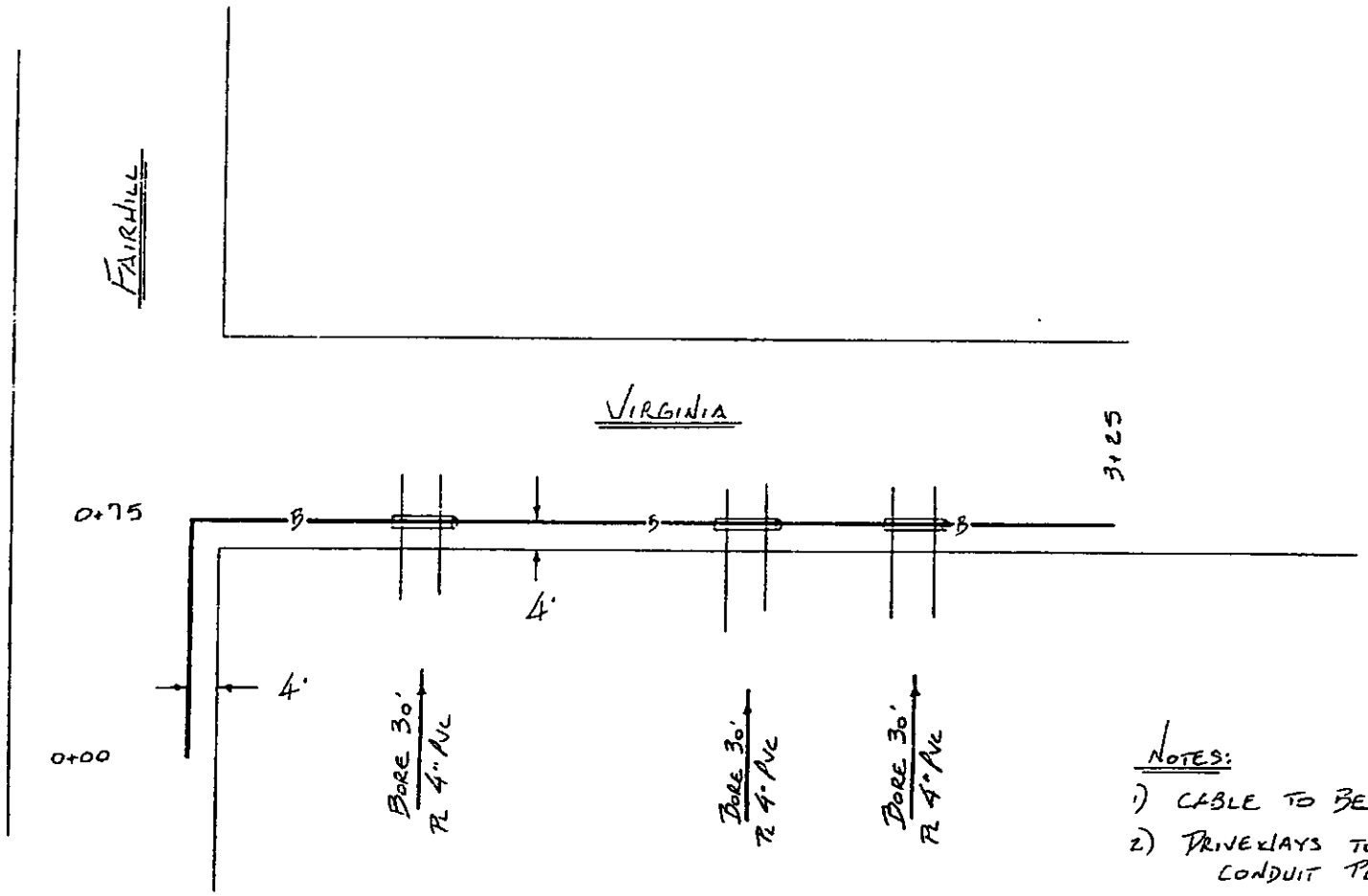
Jacob Van Ramshorst
(Signature)
JACOB VAN RAMSHORST
NAME & TITLE PROJECT COORDINATOR
(Please Print)

DATE: FEBRUARY 22, 1989
ADDRESS: DRAWER AA
(Street/P.O. Box)

STAFFORD TEXAS 77477
City State Zip
TELEPHONE NO: 713/499-8602

5404-6E0609


PCT 3
PCT 1
PCT 2
PRECINCT 4
SITE
HARRIS COUNTY
RICHMOND
STAFFORD
SUGAR LAND
HOUSTON
MISSOURI CITY
ARCOLA
FENN
JULIFF
SMITHERS LAKE
THOMPSON CHAPEL COM
STATE DEPARTMENT OF CORRECTIONS
DOVER 1
PROVIDENCE 1
MEADOWGLEN 1
MEADOW PARK
MEADOWS 1,2,3,4
TOWNWEST 1,2,3,4A,4B
MISSION BEND NORTH 1,2
MISSION BEND SOUTH 1,2,3
SUGAR CREEK 1,2,3,4,5,7,8,21,22
WOODSEDGE
MEADOW FOREST
PECAN MANOR
SUGARWOOD 1
HIGHLANDS 3
GROVE 1,2
EAGLES NEST 1,2
PECAN GROVE PLAN
CHIMNEY STOR
PECAN HIL
COLONY HIL
FRESNO R
GATEWAY A
OAK FOREST
38 0261
AS PER ORIGINAL



NOTES:

1) CABLE TO BE PLACED AT 30" MIN COVER
2) DRIVEWAYS TO BE BORED AND 4" PVC CONDUIT PLACED
3) RIGHT OF WAY TO BE RESTORED TO ORIGINAL OR BETTER CONDITION

BRUNING 40-520 62029

AREA	BAY AREA		
TAX DIST.	41233		
ENG'ND BY	GAS	DATE	2-21-89
DRAWN BY	GAS	DATE	2-21-89
APPROVED BY	JVA	DATE	2-22-89
REVISED BY		DATE	

SCALE NONE

GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

LOCATION ARCOLA 5404

DESCRIPTION PROVIDE RELIEF - FAIRHILL COUNTY PERMIT EXHIBIT I

SHEET 1 OF 1 W.O. NO E6E0609

MC 600666
FORM ED-173
(REV 6-78)

38 0262

#19
38 0263

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of GTE Southwest, Inc. dated 2-27-89, permit no. 81021 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

mailed copies 3/7/89

Appl. # 81021

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-1-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

38 0265

GTE

GTE Southwest Incorporated
Drawer AA
Stafford, Texas 77477

RECEIVED
FEB 27 1989

February 27, 1989

Fort Bend County Engineer
P. O. Box 1449
Rosenberg, Texas 77471
Attn: Carl Baker 713/499-3570

ROW 3 - ARCOLA - 5404/431 - W. O. E-6E0669. E-JVR:js

Enclosed are five copies of work location sketch showing the location of our proposed communication cable on county roads in Fort Bend County at Arcola, Texas.

This work is to be completed on work order E-6E0669. If you have any questions concerning this order, please contact Jacob Van Ramshorst in Stafford at 499-3570.

If this meets with your approval, please sign one copy of the attached Line Activity in Fort Bend County Right-of-Way form and return to Drawer AA, Stafford, Texas 77477, for our files.

Jacob Van Ramshorst
Project Coordinator

Enc

38 0266

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81621

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

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
BROADMORE	120 N.E. OF FM 527 ON BROADMORE STREET	60'	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

BEGINING AT STA. 0+00 LOCATED 120' NORTH EAST OF FM 521. BORING AND PLACING 4" PVC. ENDING AT STA. 0+60.

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.

5404-6E0669

COMPANY NAME: GTE SOUTHWEST INC.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Jacob Van Ramshorst
(Signature)

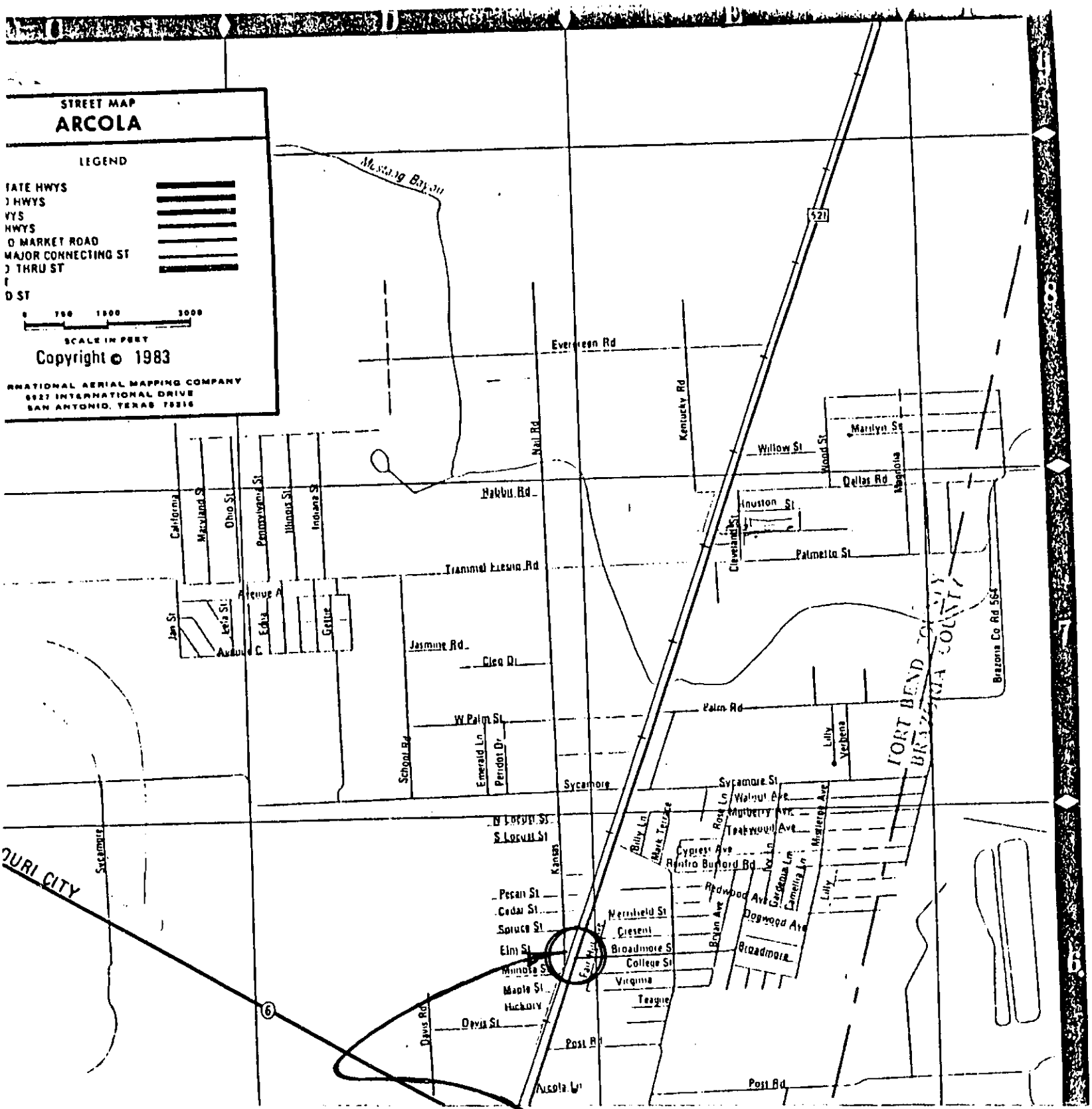
NAME & TITLE JACOB VAN RAMSHORST
PROJECT COORDINATOR
(Please Print)

DATE: FEBRUARY 27, 1989
ADDRESS DRAWER AA
(Street/P.O. Box)

STAFFORD, TEXAS 77477
City State Zip
TELEPHONE NO: 713/499-3570

38 0267

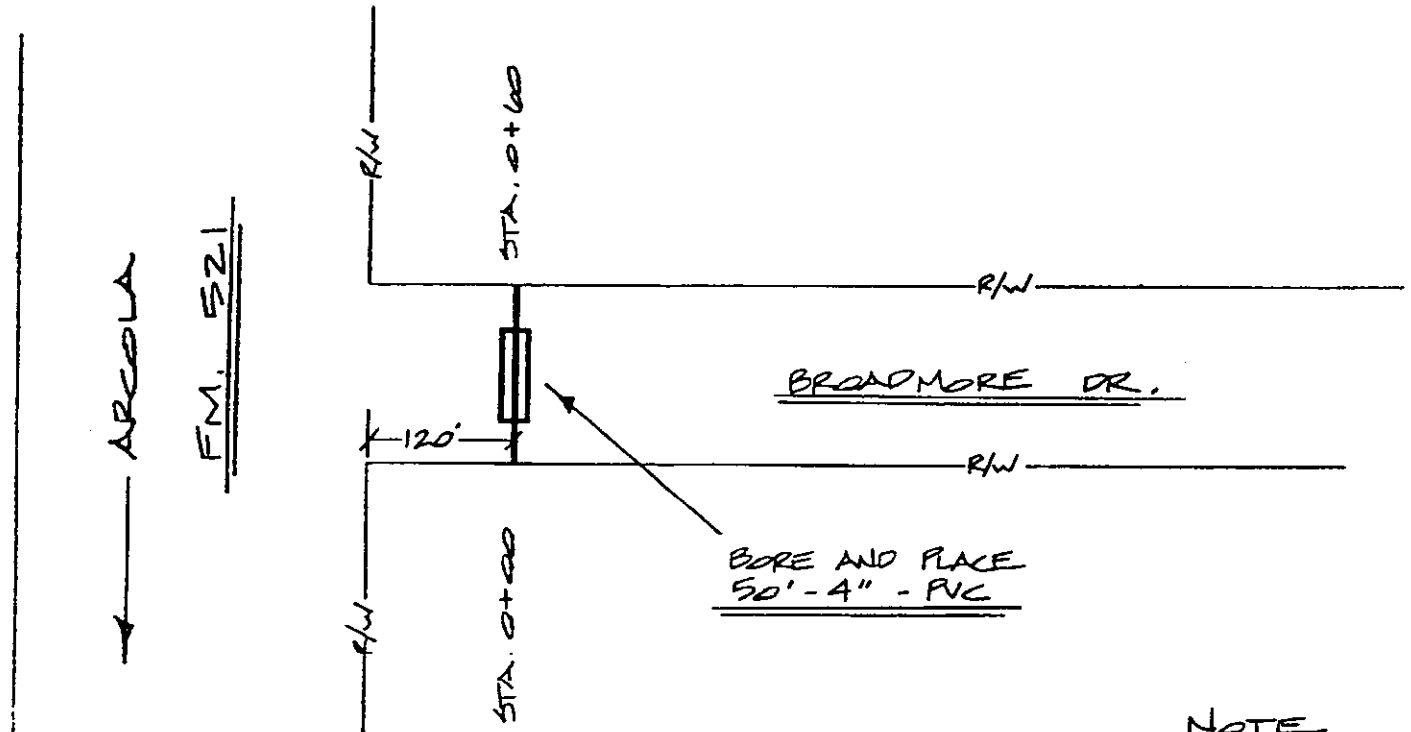
AS PER ORIGINAL



5404-E6E0669
WORK LOCATION

38 0268

38 0268



NOTE

1.) BURY CABLE AT A MINIMUM OF 30 INCHES GROUND COVER.

2.) RESTORE RIGHT OF WAY TO ORIGINAL OR BETTER CONDITION.

1-AA

41233

AREA BAY	GENERAL TELEPHONE COMPANY OF THE SOUTHWEST
TAX DIST 41233	LOCATION ARCOLA - 5404
ENG'ND BY T.B. DATE 2-24-89	DESCRIPTION PROVIDE SERVICE JUDGE MOLINA PERMIT
DRAWN BY T.B. DATE 2-24-89	
APPROVED BY [illegible] DATE 2-27-89	
REVISED BY DATE	SHEET 1 OF 1 — W O NO E6E0669
SCALE NTS	

FORM ED-173 (REV 6-78)

21. AUTHORIZE PURCHASE OF THE FOLLOWING: (1) 30 CHAIRS FROM BID #88-56 FOR TRAVIS BLDG. VENDING MACHINE AREA; (2) ADDITIONAL FURNITURE FOR TRAVIS BLDG., NOT ON BID AND NOT TO EXCEED $5,000:

Purchase of 30 chairs from bid #88-56 for Travis Bldg. vending machine area:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to FINGER FURNITURE for 30 chairs at $68.13 each. (Recorded in minutes in full)

Purchase additional furniture for Travis Bldg., not on bid and not to exceed $5,000:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to purchase the following furniture not to exceed $5,000.00:

mailroom: table, stool & mail sort station
vending area: 6 round tables

22. ACCEPT OR REJECT BIDS ON CONSTRUCTION OF CUSTOM WOOD FURNITURE #89-025:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to COEN FURNITURE in the amount of $14,009.00 for custom wood furniture. (Recorded in minutes in full)

23. ADVERTISE FOR BIDS FOR SHELVING FOR ASST. DISTRICT ATTORNEY (CIVIL):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for shelving for Assistant District Attorney (Civil).

24. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (LULAC ET AL VS. WILLIAM CLEMENTS ET AL), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E), VTCS, AND CONSIDER TAKING ACTION:

Met in Closed Session.

No action taken.

RECESS:

Commissioners Court recessed at 10:35 a.m.

RECONVENE:

Commissioners Court reconvened at 1:30 p.m.

25. 1:30 P.M. - OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) PRODUCE & GROCERY ITEMS FOR JAIL & JUVENILE DETENTION (#89-034); (2) ONE OR MORE NEW 62 HORSEPOWER TRACTORS (#89-035):

Open bids for produce & grocery items for jail & juvenile detention:

The following bids were presented to Commissioners Court for review.

A) BRENHAM WHOLESALE GROCERY CO.
B) GLAZIER FOOD COMPANY

21/1

PURCHASE OF FURNITURE FOR VENDING MACHINE AREA
IN THE NEW WILLIAM B. TRAVIS COURTHOUSE ANNEX
BID #88-56

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
30	CHAIRS. SHELBY WILLIAMS CE-25. FRAME: CHROME VINYL: SPECTRA SP-8 PUMICE	NO BID	$68.13/EA.	NO BID	NO BID

38 0270

21/2

MISCELLANEOUS FURNISHINGS (NOT ON BID)
IN THE NEW WILLIAM B. TRAVIS COURTHOUSE ANNEX

MAIL ROOM

1. ONE(1) DROEMER #7236TB TABLE WITH CASTERS. LAMINATE: WILSONART TAUPETONE D368-6.

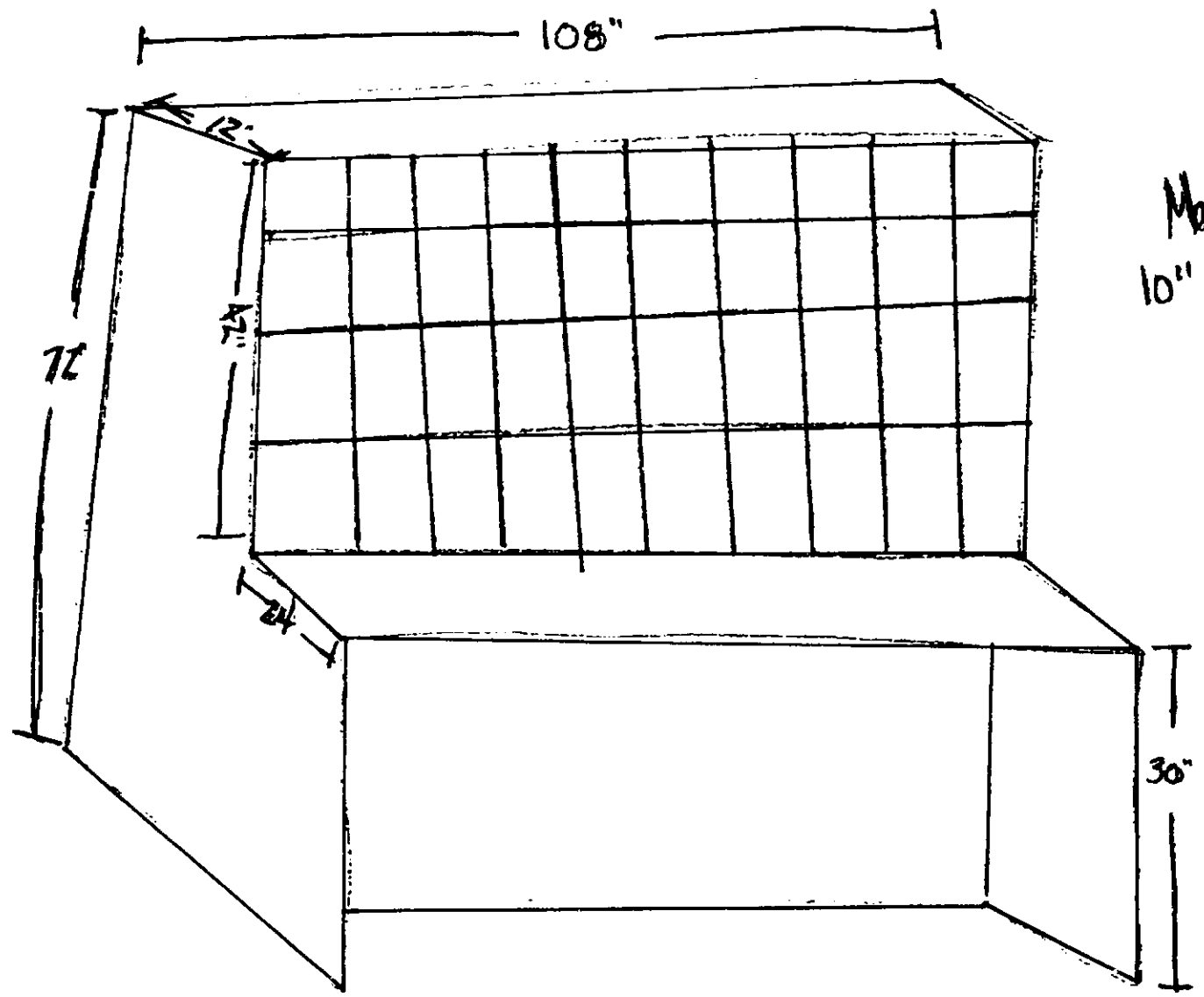
2. ONE(1) ADJUSTABLE HEIGHT CLERICAL STOOL WITHOUT ARMS AND WITH FOOTREST.

3. ONE(1) CUSTOM BUILT MAIL SORTING STATION PER ATTACHED SKETCH. LAMINATE: WILSONART TAUPETONE D368-6.

VENDING MACHINE AREA

1. SIX(6) DROEMER R48TCB TABLES. LAMINATE: WILSONART DAWN D311-6.

38 0271



Mail slots to be
10" x 10" x 12" D

FINGER OFFICE FURNITURE
4001 GULF FREEWAY
HOUSTON, TEXAS 77001
P.O. BOX 263
221-4450

JOB NAME		SALESMAN	DRAWN BY
DATE	DRAWING TITLE	JOB DRAWING NO.	ACCOUNT NO.

AS PER ORIGINAL

38 0272

MAR- 3-89 FRI 15:24
BRUNING 40-21 55858-11

CONSTRUCTION OF CUSTOM WOOD FURNITURE
BID #89-025

COMPANY	(2) COURTROOM LECTURN	(1) BOOKCASE	(2) RADIUS TABLE	(1) BOOKCASE	(1) CABINET AND BOOKCASE	TOTAL
COEN FURNITURE dba ENVIRONMENT LTD. 8768 WESTPARK HOUSTON, TEXAS 77063	$ 450.00 EA. $ 900.00 TOTAL	$2959.00 EA.	$1770.00 EA. $3540.00 TOTAL	$3236.00 EA.	$3374.00 EA.	$14,009.00
KELLER WOODWORKING 5202 WILLOW BELLAIRE, TEXAS 77401	$2065.00 EA. $4130.00 TOTAL	$6536.00 EA.	$3833.00 EA. $7666.00 TOTAL	$7016.00 EA.	$7455.00 EA.	$32,803.00
YOUNG DESIGNER'S MARKET P.O. BOX 701159 HOUSTON, TEXAS 77270-1159	$ 595.80 EA. $1191.60 TOTAL	$4006.20 EA.	$1261.80 EA. $2523.60 TOTAL	$3667.00 EA.	$4019.00 EA.	$15,407.40
THE WELLS GROUP, INC. 20 GREENWAY PLAZA, #332 HOUSTON, TEXAS 77046	$ 658.00 EA. $1316.00 TOTAL	$4550.00 EA.	$2860.00 EA. $5720.00 TOTAL	NO BID	$4978.00 EA.	$16,564.00 WITH ONE NO BID

RECOMMEND ONE (1) VENDOR FOR ALL ITEMS TO INSURE COLOR MATCH

AS PER ORIGINAL

38 0273

Tape #3 745

PAGE NO. 1

25/1

BID ITEM: PURCHASE OF PRODUCE AND GROCERY ITEMS FOR JAIL AND JUVENILE 38. 0274

BID NUMBER: 89-034 .

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'385'$category

VENDOR NAME	BID PRICE
AMERCIAN CHEF OF TEXAS	
BORDENS MILK	
BORDONS MILK	
BRENHAM WHOLESALE GROCERY CO.	✓
CAROLINE AT CALHOUN	
CENTRO AMERICAN COFFEE CORP.	
CLARK-EHRE PRODUCE CO.	
FT BEND CHAMBER OF COMMERCE 5	
GARY W. MARTIN CO.	
GLAZIER FOOD COMPANY	✓
HOUSTON DAIRIES	
JAKE'S INC.	
KAY MEAT COMPANY	
L.R. KERSTEN	
MILT RAY FOOD SERVICES	
OAK FARMS DAIRIES	
RAINBO BAKING COMPANY	
SCHEPPS DAIRY	
SCHOTT'S BAKERY	
SERVICE BROKERAGE COMPANY	
SUNBEAM BAKER	
SYSCO FOOD SERVICES, INC.	
WHITE SWAN, INC.	
NABISCO	

Open bids for one or more new 62 horsepower tractors:

The following bids were presented to Commissioners Court for review.

A) ALVIN EQUIPMENT CO.
B) BOETTCHER-HLAVINKA CO.
C) CASE POWER & EQUIPMENT
D) EL CAMPO EQUIPMENT CO.
E) EAGLE LAKE IMPLEMENT CO.
F) ROSENBERG FORD TRACTOR
G) SOUTH TEXAS EQUIPMENT CO. INC.
H) STEWART-STEVENSON

26. APPROVE BILLS:

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

27. ADJOURNMENT:

Commissioners Court adjourned at 1:45 p.m. Monday, March 6, 1989.

Tape #3
8 do

AS PER ORIGINAL 25/2 38 0276

BID ITEM: PURCHASE OF NEW SIXTY TWO (62) HORSEPOWER TRACTORS

BID NUMBER; 89-035

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$category

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALVIN EQUIPMENT CO., INC.	13,937.00
BADO EQUIPMENT CO., INC.	
BOETTCHER-HLAVINKA CO.	13,988.00
BOMAG	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT	13,959.00
CONLEY-LOTT NICHOLS MACHINERY	
CONSTRUCTION EQUIPMENT INT'L	
D & S TRUCK PARTS & REPAIR	
DECA EQUIPMENT COMPANY	
DIVERSIFIED EQUIPMENT	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	15,988.00
EL CAMPO EQUIPMENT CO., INC.	16,500.00
FORTRESS ALLATT, LTD.	
FT BEND CHAMBER OF COMMERCE 1	
GRACE EQUIPMENT	
GULF MACHINERY CO., INC.	
HALL EQUIPMENT SUPPLY CO.	
HERTZ EQUIPMENT RENTAL CORP	
HI-WAY EQUIPMENT CO., INC.	
HOUSTON HEAVY EQUIPMENT, INC.	
INGERSOLL-RAND EQUIPMENT SALES	
J.W. BARTHOLOW MACHINERY CO.	
JOHNSON & ROACH TRACTOR CO.	
K & M EQUIPMENT, INC.	
MOTOR TRUCK EQUIPMENT CORP.	
MUSTANG TRACTOR & EQUIPMENT CO	
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR	14,545.95
ROSENBERG/RICHMOND CHAMBER - 2	
SHOPPA FARM SUPPLY CO.	
SOUTH TEXAS EQUIPMENT CO., INC	NO BID
STAR CONCRETE CONSTRUCTION	
THE R.J. MILLER CO., INC.	
TOM FAIREY COMPANY	
TOMM LEE, INC.	
TRUCK & PICKUP EQUIPMENT CORP.	
VOLVO WHITE TRUCK CORPORATION	
W.R. FLORA & SONS, INC.	
WAUKESHA-PEARCE INDUSTRIES,INC	
WORLD WIDE WELDING & PRESS INC	
GRILLO LAWN EQUIP	
Stewart - Stevenson	15,975.00

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 6th day of March, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

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

********** APPROVED **********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

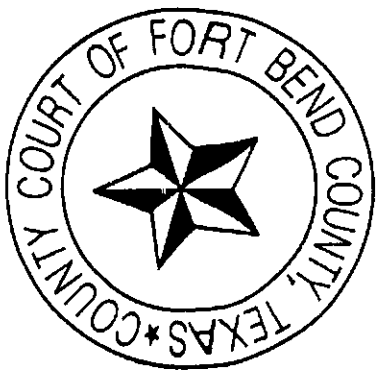
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 16, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg.0193

ENDING WITH
FILM CODE NO. 89vol.38pg.0277



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 30 DAY OF MARCH, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 280.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MARCH 13, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of March 6, 1989.

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. Mr. Dennis McAfee, Chief Juvenile Probation Officers, re: (1) request approval of three grant proposals for submission to H-GAC; (2) request to advertise for bids for Detention renovation (H-GAC & matching funds available).

6. Marsha Gaines, Tax Assessor/Collector, re: (1) approve refund over $500; (2) record dealer bonds from Gullo Haas Hyundai Inc. & Fiesta Mart Inc.-Rosenberg.

7. Consider approving Order approving the financing by the Bell County Health Facilities Development Corp. of a health facility located in Fort Bend County (Katy area).

8. Consider amending budget for Pct. 2 Constable.

9. Consider approval of pay request #19 to Lebco Constructors for $134,658 and to Chris DiStefano for $1,885.21 for Travis Annex.

10. Consider approval of change order #9 from Lebco Constructors for Travis Annex.

11. Consider authorizing additional work and changes to emergency power system in Travis Annex.

12. Consider opposition to Senate Bill 365 concerning proposal to levy fees against public retirement systems.

13. Consider sick leave extension for Juvenile Probation Dept. employee.

14. Consider setting public hearing date to reduce speed limits at park in Providence Subdivision, Pct. 3.

15. Consider advertising for bids for concrete work at Pct. 3 maintenance facility on Eldridge Rd.

16. Consider approval of plat for Willow Fork, Sec. 1, Pct. 3.

17. Consider approving replacement Letter of Credit for Weston Lakes, Sec. 7 & 8, Pct. 4.

18. Consider approving plat for Robinson Landing, Sec. 2, Pct. 4.

19. Consider approving replat for The Greens, Sec. 2-A, Pct. 4.

20. Consider application from Hanson Minerals Co. to lay pipeline under Voss Rd., Pct. 3.

21. Consider application from Mischer Paving & Utility Co. to tie in Spyglass Hill Dr., Perdido Bay Dr., & Fry Ct. to Fry Rd., and cut an esplanade opening on Fry Rd., Pct. 3.

22. Consider applicaton from Sabine Corp. to lay conduit bored under W. Tavener Rd., Pct. 4.

23. Consider application from Southwestern Bell Telephone to lay cable bored under Bois D'Arc, Pct. 4.

24. Consider taking action on unrecorded subdivisions where land transactions are occurring.

25. Record acceptance of $55 check from Rude & Sons as high bidder in sealed bid sale of Llama Pistol S#983799 (sale authorized 8-15-88).

26. Authorize Purchasing Agent to negotiate for placement of vending machines in Travis Annex.

27. Accept or reject bids for the following: (1) Produce & grocery items for Jail & Juvenile Detention (#89-034); (2) Two or more new 62-HP tractors (#89-035).

28. Meet in Closed Session to discuss personnel matters (department head evaluations), as authorized by Art. 6252-17, Sec. 2(g), VTCS and consider taking action.

29. Approve bills.

FILED FOR RECORD
TIME 2:45 ~~A.M.~~ P.M.
MAR 9 1989
Diane Wilson
County Clerk, Fort Bend Co., Tex

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, March 9, 1989 at 2:55 p.m. by Teresa Rudy.

cc 3/13/89

38 282

MEMORANDUM

DATE: March 14, 1989

TO: County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

FROM: Marsha P. Gaines

RE: Waiver of Penalty and Interest - Mr. G.T. Kelly
Account .907-4850-00-035-1800, 1962 through 1988

The above referenced account was delinquent from 1962 to present. Ownership was reflected on the tax rolls as follows:

1962	Mayfair Park Development
1963 - 1967	Halm, B.W.
1968 - 1988	Unknown

A lawsuit was filed by Fort Bend County on 11-19-82, Cause #42171. Fort Bend Independent School District also has a suit against this property.

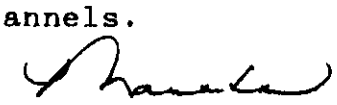
A quick claim deed was filed in Harris County on 12-20-73 and 1-16-84.

The breakdown of monies paid is:

Base Tax	$ 500.14
Penalty and Interest	458.93
Attorney Fees	137.55
Total Paid	$1096.62

I do not recommend waiver of penalty and interest for the following reasons:

1. There is no indication of error on the part of the tax office or the Central Appraisal District.
2. It was the responsibility of the property owner to render his property during 1962 through 1981.
3. When the quick claim deed was filed, taxes should have been cleared and the ownership change recorded with the proper taxing entities.
4. Lawsuits have been filed against this account following proper legal channels.



REGULAR SESSION

BE IT REMEMBERED That on this 13TH day of MARCH, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF MARCH 6, 1989:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve meeting of February 27, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve changes in depository pledge contracts with NCNB. (Recorded in minutes in full)

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out of town travel requests for DATA PROCESSING, TAX ASSESSOR/COLLECTOR, VETERAN SERVICE OFFICER, COUNTY CLERK, LIBRARY, COUNTY TREASURER, COMMISSIONER #1, COMMISSIONER #2, COMMISSIONER #3, COMMISSIONER #4, and EXTENSION SERVICE with the exclusion of CONSTABLE #2's request due to error. (Recorded in minutes in full)

5. MR. DENNIS MCAFEE, CHIEF JUVENILE PROBATION OFFICER, RE: (1) REQUEST APPROVAL OF THREE GRANT PROPOSALS FOR SUBMISSION TO H-GAC; (2) REQUEST TO ADVERTISE FOR BIDS FOR DETENTION RENOVATION (H-GAC & MATCHING FUNDS AVAILABLE):

Request approval of three grant proposals for submission to H-GAC:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve for submission to H-GAC the following three grant proposals:

Purchase of Juvenile Services - 0%
Juvenile Corrections Programs for Serious and Repeat Offenders - 40%
Replication of Model Juvenile Justice Projects - 0%

3/7/89

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
2/28/89	PLEDGE	NCNB	FHDN	313385MH6	$4765000.00
Total:					$4765000.00

3/10/89

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
3/9/89	RELEASE	NCNB	FHLB DISCOUNT	313385NR3	$5400000.00
3/9/89	RELEASE	TXCAPFB	US TREAS NOTE	912827TQ5	$500000.00
3/9/89	RELEASE	TXCAPWEST	US TREAS	912817TQ5	$500000.00
Total:					$6400000.00

RECEIVED
MAR 10 1989

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:

Carol Holub

Period: Date of Departure March 28, 1989

Date of Return March 31, 1899

Purpose of Trip: Tx Association of Governmental Data Processing Managers, "11th Annual Educational Conference"

Places to be Visited: San Luis Hotel, (Galveston, Tx)

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

Charles W. Miller
Name

March 10, 1989
Date

Director
Title

Funds Available in '89 budget

* *

Approved: Commissioners' Court

County Judge

3-13-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
MAR 10 1989

TO: COMMISSIONERS' COURT

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

MARSHA P. GAINES

Period: Date of Departure March 20, 1989

Date of Return March 21, 1989

Purpose of Trip: Jurisprudence Committee Meeting

Places to be Visited: Austin, Texas

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

Marsha P. Gaines
Name

March 10, 1989
Date

Tax Assessor/Collector
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-13-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
MAR 7 1989
COUNTY AUDITOR

TO: COMMISSIONERS' COURT

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

Wolfram Von-Maszewski

Period: Date of Departure March 23, 1989

Date of Return March 25, 1989

Purpose of Trip: To attend the "Seventy-Third Meeting of the Folklore Society".

Places to be Visited: Holiday Inn, Uvalde, TX

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

R. S. Blackwell
Name

3-7-89
Date

County Librarian
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-13-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
MAR 9 1989
COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

Period: Date of Departure March 13, 1989

Date of Return March 15, 1989

Purpose of Trip: Legislative Hearings

Places to be Visited: Austin, TX

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

Kathy Hyman
Name

03/08/89
Date

Ft. Bend County Treasurer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-13-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 290

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAR 9 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

R. L. "Bud" O'Shieles

DATE OF DEPARTURE: March 29, 1989

DATE OF RETURN: March 30, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Fort Bend County Day

MODE OF TRANSPORTATION: Personal auto

****

DEPARTMENT HEAD APPROVAL: R. L. "Bud" O'Shieles, Commissioner
R & B, Precinct #1
Name & Department

DATE: March 9, 1989

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 3-13-89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

COUNTY OF FORT BEND

RECEIVED
MAR 9 1989
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

Maron Evans

Period: Date of Departure April 12, 1989

Date of Return April 12, 1989

Purpose of Trip: One-Day Seminar on HOW TO BE A BETTER RECEPTIONIST

Places to be Visited: Marriott Hotel in Houston, TX

Mode of Transportation (State whether by personal auto, airline, etc.) County Vehicle if available

Name

March 9, 1989
Date

Commissioner-Precinct #2
Title

* *

Approved: Commissioners' Court

County Judge

3-13-89
Date

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FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAR 91

TO: COMMISSIONERS COURT

I hereby request permission ~~for the following person(s)~~ to make an official trip outside of Fort Bend County:

_____ _____

_____ _____

_____ _____

DATE OF DEPARTURE: April 18, 1989

DATE OF RETURN: April 19, 1989

DESTINATION: Doubletree Hotel, Austin, Tx.

PURPOSE OF TRIP: Financing Our Future Regional Workshop
National Association of Counties

MODE OF TRANSPORTATION: personal vehicle

****

DEPARTMENT HEAD APPROVAL: Alton B. Pressley-Precinct 3 Road & Bridge
Name & Department

DATE: March 7, 1989

Alton B. Pressley
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3-13-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

RECEIVED
MAR 8 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Patrick Conrad

Period: Date of Departure 3/14/89

Date of Return 3/14/89

Purpose of Trip: County Service Officers Asso. meeting

Places to be Visited: Hallettsville, Texas

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

Patrick Conrad
Name

3/8/89
Date

Veteran Service Officer
Title

* *

Approved: Commissioners' Court

County Judge

3-13-89
Date

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RECEIVED
MAR 8 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Patrick Conrad

Period: Date of Departure 3/21/89

Date of Return 3/21/89

Purpose of Trip: Vital Statistics Certificate Seminar

Places to be Visited: Huntsville, Texas

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

Patrick Conrad
Name

3/8/89
Date

Local Registrar
Title

* *

Approved: Commissioners' Court

County Judge

3-13-89
Date

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RECEIVED
MAR 7 1989
COUNTY JUDGE

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:

Bouche Mickey

Shirley M. Brown

Period: Date of Departure 3/8/89 - 7 a.m.

Date of Return 3/9/89 - 6 p.m.

Purpose of Trip: Attend Water QUality Training

Places to be Visited: Brazos County Extension Office

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

Name

3/6/89
Date

County Extension Agent--Agriculture
Title

* *

Approved: Commissioners' Court

County Judge

3-13-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
MAR 8 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure April 16, 1989

Date of Return April 20, 1989

Purpose of Trip: Annual County Treasurer's Seminar

Places to be Visited: College Station, TX

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

Kathy Hynson
Name

March 8, 1989
Date

Ft. Bend County Treasurer
Title

* *

Approved: Commissioners' Court

County Judge

3-13-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
MAR 8 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure March 29, 1989

Date of Return March 30, 1989

Purpose of Trip: Fort Bend Day

Places to be Visited: Austin, TX

Mode of Transportation (State whether by personal auto, airline, etc.) Personal ~~or County~~ Vehicle

Name

March 07, 1989
Date

Commissioner Precinct #2
Title

* *

Approved: Commissioners' Court

County Judge

3-13-89
Date

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38 298

RECEIVED
MAR 7 1989
COUNTY JUDGE

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission ~~for the following person(s)~~ to make an official trip outside of Fort Bend County:

_____ _____

_____ _____

_____ _____

DATE OF DEPARTURE: March 28, 1989

DATE OF RETURN: March 29, 1989

DESTINATION: Austin, Tx.

PURPOSE OF TRIP: Fort Bend County Day

MODE OF TRANSPORTATION: personal vehicle

****

DEPARTMENT HEAD APPROVAL: Alton B. Pressley - Fort Bend County Precinct 3
Name & Department

DATE: March 6, 1989

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 3/13/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

38 299

RECEIVED
MAR 10 1989
COUNTY JUDGE

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Steve Root

Mike Robinson

DATE OF DEPARTURE: 3-14-89

DATE OF RETURN: 3-14-89

DESTINATION: San Antonio

PURPOSE OF TRIP: Attend South Texas Industrial Show

MODE OF TRANSPORTATION: county vehicle

****

DEPARTMENT HEAD APPROVAL: Fort Bend County Pct. #3
Name & Department

DATE: 3-8-89

Signature Commissioner

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 3-13-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

RECEIVED
MAR 7 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure March 29

Date of Return March 29

Purpose of Trip: Austin — Fort Bend County Day

Places to be Visited: Austin

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

Diane Wilson
Name

3-10-89
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-13-89
Date

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5(1)

OMB Approval No 0348-0008

FEDERAL ASSISTANCE

1 TYPE OF SUBMISSION (Mark appropriate box)
- ☐ NOTICE OF INTENT (OPTIONAL)
- ☐ PREAPPLICATION
- ☒ APPLICATION

2 APPLICANT'S APPLICATION IDENTIFIER
- a NUMBER
- b DATE (Year month day) 1989 02 28

3 STATE APPLICATION IDENTIFIER (NOTE TO BE ASSIGNED BY STATE)
- a NUMBER 38 301
- b DATE ASSIGNED (Year month day) 19

Leave Blank

AS PER ORIGINAL

4 LEGAL APPLICANT/RECIPIENT
- a Applicant Name: Fort Bend County
- b Organization Unit: Juvenile Probation Department
- c Street/P.O. Box: 307 South Fort Street
- d City: Richmond
- e County: Fort Bend
- f State: Texas
- g ZIP Code: 77469
- h Contact Person (Name & telephone No.): Dennis A. McAfee, Chief Juv. Prob. Dept. (713) 341-4423

5 EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6001962-2

6 PROGRAM (From CFDA)
- a NUMBER: 9 0 . C 0 3
- MULTIPLE ☐
- b TITLE: Purchase of Juvenile Services

7 TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)

Purchase of Juvenile Services

8 TYPE OF APPLICANT/RECIPIENT
A—State; B—Interstate; C—Substate Organization; D—County; E—City; F—Special District; G—Special Purpose District; H—Community Action Agency; I—Higher Educational Institution; J—Indian Tribe; K—Other (Specify)

Enter appropriate letter: D

9 AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)

Fort Bend County

10 ESTIMATED NUMBER OF PERSONS BENEFITING

11 TYPE OF ASSISTANCE
A—Basic Grant; B—Supplemental Grant; C—Loan; D—Insurance; E—Other

Enter appropriate letter(s): A

12 PROPOSED FUNDING
- a FEDERAL $ .00
- b APPLICANT .00
- c STATE 31,264 .00
- d LOCAL .00
- e OTHER .00
- f Total $ 31,264 .00

13 CONGRESSIONAL DISTRICTS OF
- a APPLICANT: House#26,27 Senate#13,17,18
- b PROJECT

14 TYPE OF APPLICATION
A—New; B—Renewal; C—Revision; D—Continuation; E—Augmentation

Enter appropriate letter: D

15 PROJECT START DATE (Year month day) 19 90 01 03

16 PROJECT DURATION: 12 Months

17 TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars; B—Decrease Dollars; C—Increase Duration; D—Decrease Duration; E—Cancellation; F—Other (Specify)

Enter appropriate letter(s)

18 DATE DUE TO FEDERAL AGENCY (Year month day) 19

19 FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office

20 EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division

b ADMINISTRATIVE CONTACT (IF KNOWN)

c ADDRESS: P. O. Box 12428, Austin, Texas 78711

21 REMARKS ADDED ☐ Yes ☒ No

SECTION II—CERTIFICATION

22 THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

a ☐ YES THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____

b ☐ NO PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

23 CERTIFYING REPRESENTATIVE
- a TYPED NAME AND TITLE: Jodie E. Stavinoha, County Judge
- b SIGNATURE: X

24 APPLICATION RECEIVED (Year month day) 19

25 FEDERAL APPLICATION IDENTIFICATION NUMBER

26 FEDERAL GRANT IDENTIFICATION

SECTION III—FOR FEDERAL USE ONLY

27 ACTION TAKEN
- ☐ a AWARDED
- ☐ b REJECTED
- ☐ c RETURNED FOR AMENDMENT
- ☐ d RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- ☐ e DEFERRED
- ☐ f WITHDRAWN

28 FUNDING
- a FEDERAL $ .00
- b APPLICANT .00
- c STATE .00
- d LOCAL .00
- e OTHER .00
- f TOTAL $ .00

29 ACTION DATE (Year month day) 19

30 STARTING DATE (Year month date) 19

31 CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32 ENDING DATE (Year month date) 19

33 REMARKS ADDED ☐ Yes ☐ No

PROJECT SUMMARY

(1) APPLICANT Fort Bend County Juvenile Probation Department

(2) PROJECT TITLE: Purchase of Juvenile Services

(3) FUNDING YEAR 1 2 3 4 5 EXEMPT ONE-TIME ONLY (Circle one)

(4) LOCAL PRIORITY: #____ of ____ NO LOCAL PRIORITY ____

(5) NARRATIVE:

A. Define the problem (Rating questions #1, #2)

The Juvenile Probation Department provided services to a total of approximately 980 youth referrals during the report period January 1, through December 31, 1988 as compared to 975 youth referrals, the previous reporting year January 1, through Decmeber 31, 1987. If families of youth referred had alternatives available to them in Fort Bend County through the Juvenile Probation Department, many youth could be diverted from the Criminal Justice System.

B. Describe project activities (Rating questions #3, #4)

The purpose of this project is to provide alternative supportive services to juveniles and their families. The project proposes to provide family counseling to parents and siblings at the Juvenile Probation facility in Fort Bend County, in a attempt to network children and families back to proper family functioning.

C. List project goals, anticipated results, and to what extent the project will impact on the specific crime(s). (rating question #5)

A. The primary objective of this project is to divert youth, as often as possible from the Criminal Justice System.

B. To provide needed supportive counseling services to families, such that siblings of adjudicated or problem children do not, themselves, become criminals.

D. List existing resources & explain project's coordination with each. (Rating questions #6, #7)

The family counseling activities are presently taking place utilizing available office space of the contractee. The family counseling program requires no additional or special staff, equipment or office space. There is not a similar program in Fort Bend County that would have a relationship to the program herein proposed.

E. Is there other grant assistance on this project previous, pending, or anticipated? If yes, list funding sources and amounts.

xx No __Yes (list)

----------FOR CONTINUATION PROJECTS ONLY----------

E. List achievements for each year program has been funded (Rating question #10)

Refer to Indicators (CJD-16).

IN ORDER FOR THIS PROJECT TO BE CONSIDERED, BOTH SIDES OF THIS FORM MUST BE COMPLETE

38 303 AS PER ORIGINAL

PROJECT COSTS (Rating question #8)

I		II	III		
LAST PRIOR APPROVED BUDGET		BUDGET CATEGORY	CURRENT PROJECT REQUEST		
CJD	LOCAL		CJD	LOCAL MATCH	TOTAL
		A. PERSONNEL			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	BENEFITS	$	$	$
$	$	TOTAL PERSONNEL *	$	$	$
* PERSONNEL	* BENEFITS				
		B. PROFESSIONAL/CONTRACT SERVICES			
$31,314	$ -0-	1. Purchase of Juvenile Services	$31,264	$	$ 31,264
$	$	2.	$	$	$
$	$	3	$	$	$
$	$	**C. TRAVEL**	$	$	$
		D. EQUIPMENT			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	TOTAL	$	$	$
		E. CONSTRUCTION			
$	$	1.	$	$	$
		F. SUPPLIES & DIRECT OPERATING EXPENSE			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	5.	$	$	$
$	$	6.	$	$	$
$	$	TOTAL	$	$	$
$ 1285	-0-	**G. INDIRECT COSTS**	$	-0-	$
$ 32,599	$	**H. GRAND TOTAL**	$ 31,264	$	$ 31,264

OMB Approval No. 0348-0006

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)
- [ ] NOTICE OF INTENT (OPTIONAL)
- [ ] PREAPPLICATION
- [X] APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER
- a. NUMBER
- b. DATE (Year month day) 19 89 02 28

3. STATE APPLICATION IDENTIFIER (NOTE TO BE ASSIGNED BY STATE)
- a. NUMBER
- b. DATE ASSIGNED (Year month day) 19

Leave Blank

38 304

AS PER ORIGINAL

4. LEGAL APPLICANT/RECIPIENT
- a. Applicant Name: Fort Bend County
- b. Organization Unit: Juvenile Probation Department
- c. Street/P.O. Box: 307 South Fort Street
- d. City: Richmond
- e. County: Fort Bend
- f. State: Texas
- g. ZIP Code: 77469
- h. Contact Person (Name & Telephone No.): Dennis A. McAfee, Chief Juv. Prob. Officer (713) 341-4423

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6001969-2

6. PROGRAM (From CFDA)
- a. NUMBER: 90 . C 05
- MULTIPLE [ ]
- b. TITLE: Serious and Repeat Offenders

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project)
Juvenile Corrections Programs for Serious and Repeat Offenders

8. TYPE OF APPLICANT/RECIPIENT
A—State; B—Interstate; C—Substate Organization; D—County; E—City; F—School District; G—Special Purpose District; H—Community Action Agency; I—Higher Educational Institution; J—Indian Tribe; K—Other (Specify)
Enter appropriate letter: D

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.): Fort Bend County

10. ESTIMATED NUMBER OF PERSONS BENEFITING

11. TYPE OF ASSISTANCE
A—Basic Grant; B—Supplemental Grant; C—Loan; D—Insurance; E—Other
Enter appropriate letter(s): A

12. PROPOSED FUNDING

a. FEDERAL	$	00
b. APPLICANT	15,718	00
c. STATE	23,577	00
d. LOCAL		00
e. OTHER		00
f. Total	$ 39,295	00

13. CONGRESSIONAL DISTRICTS OF
- a. APPLICANT: House#26,27 Senate #13,17,18
- b. PROJECT

14. TYPE OF APPLICATION
A—New; B—Renewal; C—Revision; D—Continuation; E—Augmentation
Enter appropriate letter: D

15. PROJECT START DATE (Year month day) 19 90 01 01

16. PROJECT DURATION: 12 Months

17. TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars; B—Decrease Dollars; C—Increase Duration; D—Decrease Duration; E—Cancellation; F—Other (Specify)
Enter appropriate letter(s)

18. DATE DUE TO FEDERAL AGENCY ▶ (Year month day) 19

19. FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division

b. ADMINISTRATIVE CONTACT (IF KNOWN)

c. ADDRESS: P. O. Box 12428, Austin, Texas 78711

21. REMARKS ADDED: [ ] Yes [XX] No

22. THE APPLICANT CERTIFIES THAT ▶ To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.
- a. YES THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____
- b. NO PROGRAM IS NOT COVERED BY E.O. 12372 [ ] OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW [ ]

23. CERTIFYING REPRESENTATIVE
- a. TYPED NAME AND TITLE: Jodie Stavinoha, County Judge
- b. SIGNATURE: X Jodie Stavinoha

24. APPLICATION RECEIVED (Year month day) 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- [ ] a. AWARDED
- [ ] b. REJECTED
- [ ] c. RETURNED FOR AMENDMENT
- [ ] d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- [ ] e. DEFERRED
- [ ] f. WITHDRAWN

28. FUNDING

a. FEDERAL	$	00
b. APPLICANT		00
c. STATE		00
d. LOCAL		00
e. OTHER		00
f. TOTAL	$	00

29. ACTION DATE ▶ (Year month day) 19

30. STARTING DATE (Year month date) 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE (Year month date) 19

33. REMARKS ADDED: [ ] Yes [ ] No

SECTION I—APPLICANT/RECIPIENT DATA

SECTION II—CERTIFICATION

AGENCY ACTION

ISN 754-01-008-8162 PREVIOUS EDITION

CJD-1

STANDARD FORM 424 PAGE 1 (Rev. 4-84) Prescribed by OMB Circular 4-102

38 305

PROJECT SUMMARY

(1) APPLICANT Fort Bend County Juvenile Probation Department

(2) PROJECT TITLE: Juvenile Corrections Programs for Serious and Repeat Offenders

(3) FUNDING YEAR 1 2 3 4 5 EXEMPT ONE-TIME ONLY (Circle one)

(4) LOCAL PRIORITY: #_____ of _____ NO LOCAL PRIORITY _____

(5) NARRATIVE:

A. Define the problem (Rating questions #1, #2)

The Fort Bend County Juvenile Probation Department provided services to approximately 980 youth referrals during the report January 1 through December 31, 1988. This county needs residential placement to continue curtailing TYC committments.

B. Describe project activities (Rating questions #3, #4)

The purpose of this project is to provide alternative residential placement for repeat offenders. This project proposes to provide structured residential treatment for adjudicated delinquents in Fort Bend County, in an attempt to network children back to proper adolescent functioning.

C. List project goals, anticipated results, and to what extent the project will impact on the specific crime(s). (rating question #5)

1. The primary objective of this project is to divert repeat offenders from the Criminal Justice System by providing alternate residential placement in lieu of the Texas Youth Commission.
2. To provide needed supportive residential services in an attempt to deter children from becoming more involved in the Criminal Justice System.

D. List existing resources & explain project's coordination with each. (Rating questions #6, #7)

There are no residential placements in Fort Bend County at this time, nor is there any similar program that can provide this service for the department.

E. Is there other grant assistance on this project previous, pending, or anticipated? If yes, list funding sources and amounts.

XX No __Yes (list)

----------FOR CONTINUATION PROJECTS ONLY----------

E. List achievements for each year program has been funded (Rating question #10)

Refer to indicators (CJD-16).

IN ORDER FOR THIS PROJECT TO BE CONSIDERED, BOTH SIDES OF THIS FORM MUST BE COMPLETE

PROJECT COSTS (Rating question #8)

38 306

I		II	III		
LAST PRIOR APPROVED BUDGET		BUDGET CATEGORY	CURRENT PROJECT REQUEST		
CJD	LOCAL	A. PERSONNEL	CJD	LOCAL MATCH	TOTAL
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	BENEFITS	$	$	$
$	$	TOTAL PERSONNEL *	$	$	$
* PERSONNEL	* BENEFITS				
		B. PROFESSIONAL/CONTRACT SERVICES			
$ 30,186	$ 7859	1. Juvenile Corrections Programs for Serious and Repeat Offenders	$ 23,577	$ 15,718	$ 39,295
$	$	2.	$	$	$
$	$	3	$	$	$
$	$	C. TRAVEL	$	$	$
		D. EQUIPMENT			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	TOTAL	$	$	$
		E. CONSTRUCTION			
$	$	1.	$	$	$
		F. SUPPLIES & DIRECT OPERATING EXPENSE			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	5.	$	$	$
$	$	6.	$	$	$
$	$	TOTAL	$	$	$
$ 1250	-0-	G. INDIRECT COSTS	$	-0-	$
$ 31,436	$ 7859	H. GRAND TOTAL	$ 23,577	$ 15,718	$ 39,295

OMB Approval No 0348-0006

FEDERAL ASSISTANCE

1 TYPE OF SUBMISSION (Mark appropriate box)
- [ ] NOTICE OF INTENT (OPTIONAL)
- [ ] PREAPPLICATION
- [XX] APPLICATION

2 APPLICANT'S APPLICATION IDENTIFIER
- a NUMBER
- b DATE (Year month day) 19 89 02 28

3 STATE APPLICATION IDENTIFIER (NOTE TO BE ASSIGNED BY STATE)
- a NUMBER
- b DATE ASSIGNED (Year month day) 19

Leave Blank

38 307

AS PER ORIGINAL

4 LEGAL APPLICANT/RECIPIENT
- a Applicant Name: Fort Bend County
- b Organization Unit: Juvenile Probation Department
- c Street/P.O. Box: 307 South Fort Street
- d City: Richmond
- e County: Fort Bend
- f State: Texas
- g ZIP Code: 77469
- h Contact Person (Name & Telephone No.): Dennis A. McAfee, Chief Juv. Prob. Officer (713) 341-4423

5 EMPLOYER IDENTIFICATION NUMBER (EIN)

6 PROGRAM (From CFDA)
- a NUMBER: 90 C06
- MULTIPLE [ ]
- b TITLE: Juvenile Justice Program

7 TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project)

Replication of Model Juvenile Justice Projects

8 TYPE OF APPLICANT/RECIPIENT
A—State, B—Interstate, C—Substate Organization, D—County, E—City, F—School District, G—Special Purpose District, H—Community Action Agency, I—Higher Educational Institution, J—Indian Tribe, K—Other (Specify)

Enter appropriate letter: D

9 AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)

Fort Bend County

10 ESTIMATED NUMBER OF PERSONS BENEFITING

11 TYPE OF ASSISTANCE
A—Basic Grant, B—Supplemental Grant, C—Loan, D—Insurance, E—Other

Enter appropriate letter(s): A

12 PROPOSED FUNDING

a FEDERAL	$	00
b APPLICANT		00
c STATE	44,447	00
d LOCAL		00
e OTHER		00
f Total	$ 44,447	00

13 CONGRESSIONAL DISTRICTS OF
- a APPLICANT: House #26,27 Senate#13,17,18
- b PROJECT

14 TYPE OF APPLICATION
A—New, B—Renewal, C—Revision, D—Continuation, E—Augmentation

Enter appropriate letter: A

15 PROJECT START DATE (Year month day) 19 90 01 01

16 PROJECT DURATION: 12 Months

17 TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars, B—Decrease Dollars, C—Increase Duration, D—Decrease Duration, E—Cancellation, F—Other (Specify)

Enter appropriate letter(s)

18 DATE DUE TO FEDERAL AGENCY ▶ (Year month day) 19

19 FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office

20 EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division

b ADMINISTRATIVE CONTACT (IF KNOWN)

c ADDRESS: P. O. Box 12428, Austin, Texas 78711

21 REMARKS ADDED: [ ] Yes [XX] No

SECTION I—APPLICANT RECIPIENT DATA

22 THE APPLICANT CERTIFIES THAT ▶ To the best of my knowledge and belief data in this preapplication/application are true and correct; the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

a YES THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____

b NO PROGRAM IS NOT COVERED BY E.O. 12372 [ ] OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW [ ]

23 CERTIFYING REPRESENTATIVE
- a TYPED NAME AND TITLE: Jodie Stavinoha, County Judge
- b SIGNATURE: X Jodie E. Stavinoha

24 APPLICATION RECEIVED (Year month day) 19

25 FEDERAL APPLICATION IDENTIFICATION NUMBER

26 FEDERAL GRANT IDENTIFICATION

27 ACTION TAKEN
- [ ] a AWARDED
- [ ] b REJECTED
- [ ] c RETURNED FOR AMENDMENT
- [ ] d RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- [ ] e DEFERRED
- [ ] f WITHDRAWN

28 FUNDING

a FEDERAL	$	00
b APPLICANT		00
c STATE		00
d LOCAL		00
e OTHER		00
f TOTAL	$	00

29 ACTION DATE ▶ (Year month day) 19

30 STARTING DATE (Year month date) 19

31 CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32 ENDING DATE (Year month date) 19

33 REMARKS ADDED: [ ] Yes [ ] No

ISN 7540-01-008-9162 PREVIOUS EDITION

CJD-1

STANDARD FORM 424 PAGE 1 (Rev. 4-84) Prescribed by OMB Circular A-102

38 308

PROJECT SUMMARY

(1) APPLICANT Fort Bend County Juvenile Probation Department

(2) PROJECT TITLE: Replication of Model Juvenile Justice Projects

(3) FUNDING YEAR 1 2 3 4 5 EXEMPT ONE-TIME ONLY (Circle one)

(4) LOCAL PRIORITY: #_____ of _____ NO LOCAL PRIORITY _____

(5) NARRATIVE:

A. Define the problem (Rating questions #1, #2)

We need an additional detention officer to assist in relieving detention officers for sick days, vacation, conferences (80 hours every 2 years is now required of detention officers), etc. We have experienced an 11% - 15% increase in utilization of detention and a 35% increase in violent offenders referred to detention. We need a recep/secretary to assist in additional paperwork and personal contacts generated by the increased utilization of detention.

B. Describe project activities (Rating questions #3, #4)

Relieve detention officers and assist to meet state standard ratio of 1:6 staff to residents when our population in the center is 13 or more (which is now almost consistently on a daily basis).

C. List project goals, anticipated results, and to what extent the project will impact on the specific crime(s). (rating question #5)

Meet state standards and provide adequate trained coverage for vacation, sick, etc.

D. List existing resources & explain project's coordination with each. (Rating questions #6, #7)

Qualified trained part-time employees are not readily available.

E. Is there other grant assistance on this project previous, pending, or anticipated? If yes, list funding sources and amounts.

x No __Yes (list)

----------FOR CONTINUATION PROJECTS ONLY----------

E. List achievements for each year program has been funded (Rating question #10)

IN ORDER FOR THIS PROJECT TO BE CONSIDERED, BOTH SIDES OF THIS FORM MUST BE COMPLETE

38 309

PROJECT COSTS (Rating question #8)

I		II	III		
LAST PRIOR APPROVED BUDGET		BUDGET CATEGORY	CURRENT PROJECT REQUEST		
CJD	LOCAL		CJD	LOCAL MATCH	TOTAL
		A. PERSONNEL			
$	$	1.	$ 34,190	$	$34,190
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	BENEFITS	$ 10,257	$	$10,257
$	$	TOTAL PERSONNEL *	$ 44,447	$	$44,447
* PERSONNEL	* BENEFITS				
		B. PROFESSIONAL/CONTRACT SERVICES			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3	$	$	$
$	$	**C. TRAVEL**	$	$	$
		D. EQUIPMENT			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	TOTAL	$	$	$
		E. CONSTRUCTION			
$	$	1.	$	$	$
		F. SUPPLIES & DIRECT OPERATING EXPENSE			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	5.	$	$	$
$	$	6.	$	$	$
$	$	TOTAL	$	$	$
$	-0-	**G. INDIRECT COSTS**	$	-0-	$
$	$	**H. GRAND TOTAL**	$ 44,447	$	$44,447

Request to advertise for bids for Detention renovation (H-GAC & matching funds available).

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for renovation of detention center (H-GAC & matching funds available). (Recorded in minutes in full)

Dennis McAfee presented grant request and renovation of detention center.

6. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: (1) APPROVE REFUND OVER $500; (2) RECORD DEALER BONDS FROM GULLO HAAS HYUNDAI INC. & FIESTA MART INC. - ROSENBERG:

Approve refund over $500:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve authorization of tax refund to Mr. Haden Upchurch in the amount of $564.74. (Recorded in minutes in full)

Record dealer bonds from Gullo Haas Hyundai Inc. & Fiesta Mart Inc.-Rosenberg:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to record dealer bonds from Gullo Haas Hyundai Inc. & Fiesta Mart Inc.-Rosenberg. (Recorded in minutes in full)

7. CONSIDER APPROVING ORDER APPROVING THE FINANCING BY THE BELL COUNTY HEALTH FACILITIES DEVELOPMENT CORP. OF A HEALTH FACILITY LOCATED IN FORT BEND COUNTY (KATY AREA):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize order approving the financing by the Bell County Health Facilities Development Corp. of a health facility located in Fort Bend County (Katy area). (Recorded in minutes in full)

8. CONSIDER AMENDING BUDGET FOR PRECINCT 2 CONSTABLE:

Moved by Commissioner Denham, to authorize amendment to Constable #2's 1989 budget totaling $42,549 - declare an emergency. Funds from the contingency fund.

Substitute motion by Commissioner Pressley to review proposed amendment and present at a later date. Failed due to lack of a second.

Amended motion by Commissioner Denham, Seconded by Commissioner O'Shieles to amend Constable #2's budget in the amount of $36,268. Commissioner Pressley voted no, Commissioner Lutts voted no, and Judge Stavinoha voted no. The motion failed. (Recorded in minutes in full)

Constable Breeding requested an amendment to 1989 budget of $47,644.

9. CONSIDER APPROVAL OF PAY REQUEST #19 TO LEBCO CONSTRUCTORS FOR $134,658 AND TO CHRIS DISTEFANO FOR $1,885.21 FOR TRAVIS ANNEX:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to pay request #19 to Lebco Constructors for $134,658 and to Chris DiStefano for $1,885.21 for Travis Annex. (Recorded in minutes in full)

6

38 311

County Auditor

FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77469

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

DATE: March 9, 1989

TO: Commissioners Court, Fort Bend County

FROM: Robert N Grayless, County Auditor RG

RE: Property Tax Refunds in excess of $500

In addition to the auditor's approval for a taxing unit, section 31.11 of the Texas Property Tax Code requires the governing body of a taxing unit to also approve refunds in excess of $500 for overpayment or erroneous payment of property taxes.

Before approving a property tax refund, my internal auditing department requires proper documentation from the Tax Office. This procedure is followed on a daily basis. With this documentation in hand, the following amount(s) has/have been approved for payment:

BANK ACCOUNT #	PAYEE - PROPERTY ACCT.#	AMOUNT
90-0188-3	Haden J Upchurch/Four U Ranch 1987 Acct #.901-0028-00-000-0180 Value lowered for 1987	$ 564.74

RG/MH/mh

6(1)

MARSHA P. GAINES
TAX ASSESSOR/COLLECTOR

MEMO

TO: Judge Jodie Stavinoha
Commissioner R. L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

DATE: March 8, 1989

RE: Commissioners Court Agenda

Please place the following item on the agenda for March 13,1989.

Approve over $500.00 refund.

Haden J. Upchurch $564.74
.901-0028-00-000-0180
Lower land value for 1987 S13.

AS PER ORIGINAL

38 312

TAX YEAR(S): 1985, 1986, 1987 & 1988, 1989 CHANGE # Supp. #13

8/19

FORT BEND CENTRAL APPRAISAL DISTRICT

AUG 19 ...

CP# 1499

PROPERTY TO BE: ADDED ____ CHANGED X DELETED ____

JURISDICTION SUBMITTING CHANGE ____
APPROVED BY Hw
DATE 8-5-88

NAME CHANGE X
LEGAL CHANGE X
ACREAGE CHANGE X
JURISDICTION ____
DELETE ____

ADDRESS CHANGE X
VALUE CHANGE X
AG VALUE CHANGE ____
MISCELLANEOUS ____
CATEGORY ____

EXEMPTION CHANGES:
HOMESTEAD ____
OVER 65 ____
DISABILITY ____
VETERAN ____

ORIGINAL ACCOUNT INFO

PL 1-15-88 3174

ACCT# 0028-00-000-0180-901
PROPERTY I.D. - R # 32951
OWNER UPCHURCH, MICHAEL J.
ADDRESS 11518 WENDOVER LN.
HOUSTON, TX. 77024

G 01 C 00 S 01 N 00 W 00 D 01 F 01 J 00 R 05

LEGAL TRACT 18
A-28 R. FOSTER
ACRES 46.482
SITUS Cummings Rd NE
MAP # Z-16 & 25

NEW ACCOUNT INFO

ACCT# ____
PROPERTY I.D. - R # ____
OWNER UPCHURCH, HADEN J.
ADDRESS 569 TRIANON
HOUSTON, TX. 77024

G C S N W D F J R

LEGAL U/D 44% INT. IN 46.482 Acs.
(20.452 Acs.) TRACT 18
A-28 R. FOSTER
ACRES 0.00
SITUS ____
MAP # ____

EXPLANTATION - SOURCE: NAME CHANGE WAS MADE IN ERROR - MICHAEL UPCHURCH ON ACCT.# 0181 W/56% INT.

ORIGINAL VALUES		CATEGORY	NEW VALUES		CATEGORY
LAND HS			LAND HS		
LAND NON HS	232410	04	LAND NON HS	102260	04
LAND AG MKT			LAND AG MKT		
LAND AG USE			LAND AG USE		
IMPROVEMENT HS			IMPROVEMENT HS		
IMPROVE.NON HS			IMPROVE.NON HS		
PERSONAL			PERSONAL		
MINERAL			MINERAL		
RENDERED VALUE			RENDERED VALUE		
HOMESTEAD			HOMESTEAD		
OVER 65		YEAR	OVER 65		YEAR
FROZEN LEVY			FROZEN LEVY		
DISABILITY			DISABILITY		
VETERAN			VETERAN		(130150)

DEPARTMENT / CHANGES MADE:
COM. ____ RES. ____ LAND JD P.P. ____ MAP JD 7/19/88 SCHOOL ____
PROPERTY CARD ____ DATA FILE ____ AUDIT ____

SUBMITTED BY: [signature] 7-13-88

CUSTOMER ____
PHONE ____

AS PER ORIGINAL

38 313

FEB 2 1989

State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor Collector
Collecting Tax For: Fort Bend County (Taxing Unit(s))
Address: P. O. Box 399, Richmond, Tx 77469
City, State, Zip Code: Tx 77469 P. O. Box 399, Richmond,

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name: Haden J. Upchurch
Address: 569 Trainon Houston Tx 77024
Telephone Number (if additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: 0028 R Foster Tract 18 46.482 acres
Address or Location of Property:
Account Number of Property: 901-0028-00-000-0180 or Tax Receipt Number: 3176

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. FBC	19 87	1/15 88 19	$ 1008.47	$ 564.74
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation):
Lower Land Value to 102260 for 1987 S#13

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

X [signature] 1-31-89
Signature — Date of Application for Tax Refund

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer — Date

Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over $500 — Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

REFUND 31.11

AS PER ORIGINAL

38 314

AS PER ORIGINAL

ORIGINAL

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

VOID

JAN 10 1989

MARSHA P. GAINES
TAX ASSESSOR - COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

Disc 1%
7.55
85
1.08
9.48

Lower land value to 10,000 Sup #13
name change

FULL PAYMENT

ACCOUNT NUMBER	RECEIPT NO.
.901-0028-00-000-0180	C 3178

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1987	A-REAL EST.	353	57

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS.	TAX RATE	TAX AMOUNT
0028 R FOSTER, TRACT 18, ACRES 46.482		232,410		079	.3250	755.33
				179	.0365	84.83
CUMMINGS RD NE				279	.0465	108.07
ACRES= 46.4820				108	.0300	69.72
				TOTAL TAX		1,017.95
		TOTAL TAXABLE VALUE	232,410			
				PW 01/15/88	DISC	9.48
				106155	TOTAL PAID	1,008.47

pay to mpg & report

UPCHURCH ~~MICHAEL J~~ Haden J.
11518 WENDOVER LN 569 Triann
HOUSTON TX 77024

RECEIVED
OCT 10 88
TAX A/C

DATE 01/15/88 METHOD PRE-DEPSTD 01/05/88
RECEIVED 12/30/87
-30-87

AS PER ORIGINAL

MARSHA P. GAINES
TAX ASSESSOR - COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

ORIGINAL

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1987	A=REAL EST.	0	0

FULL PAYMENT
** BACKOUT **

ACCOUNT NUMBER	RECEIPT NO.
.901-0028-00-000-0180	B 3176

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS.	TAX RATE	TAX AMOUNT
0028 R FOSTER TRACT 18 46.482 ACRES LOWER VALUE TO 102260 & CORRECT NAME & ADDRESS S#13	DAV	232,410		079 179 279 108		332.35 37.32 47.55 30.68
ORIG TAX YEAR = 1987 TAX ROLL NAME UPCHURCH MICHAEL J		TOTAL TAXABLE VALUE	232,410	TOTAL TAX		447.90

TLS 01/16/89	DISC	4.17
188915	TOTAL PAID	443.73

UPCHURCH HADEN J
569 TRAINON

HOUSTON TX 77024

PAID BY
HADEN J UPCHURCH/FOUR U RANCH
JBJ MANAGEMENT INC
820 GENNSER STE 1256
HOUSTON TX 77024

DATE 01/16/89 METHOD PRE-DEPSTD 01/05/88
RECEIVED 01/16/89
12-30-87

#6(2)

38 317

MARSHA P. GAINES
TAX ASSESSOR/COLLECTOR

MEMO

TO: Judge Jodie Stavinoha
Commissioner R. L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

DATE: March 9, 1989

RE: Commissioners Court Agenda

Please place the following on the agenda for March 13, 1989:

1. Submit Dealer Bond from Gullo-Haas Hyundai, Inc. to be recorded in the minutes.

25 Titles	$ 250.00
50 Validation Stickers	2,940.00
50 County Road & Bridge Fund	250.00
Sales Tax on 25 Vehicles	26,560.00
	$ 30,000.00

2. Submit Dealer Bond from Fiesta Mart, Inc. - Rosenberg to be recorded in the minutes.

3 Books	$ 9,250.00
150 County Road & Bridge Fund	750.00
	$ 10,000.00

38 318

American States Insurance Company
Indianapolis, Indiana

9-1401
(8-75)

AS PER ORIGINAL

CONTINUATION CERTIFICATE

In consideration of an agreed premium, payable in advance, Bond No. EX 564 157

dated February 17 19 87, in the sum of $ 10,000.00, executed

on behalf of Donald L Bonham c/o Fiesta Mart Inc.

in favor of Marsha P. Gaines, &/or Ft. Bend, Tax Assessor/Collector County Judge

is hereby continued in force for the extended term from February 26 19 89

to February 26 19 90 Premium $100.00

Continuation is subject to the condition that the liability of the American States Insurance Company under the bond and any and all continuations thereof shall in no event exceed $ 10,000.00 in the aggregate. This endorsement shall be valid only when executed by the company's attorney in fact.

Executed at Dallas, Texas

This 1st day of December 1988

Agency Cobb Insurance Agency

AMERICAN STATES INSURANCE COMPANY

By Margaret Whitley
Margaret Whitley Attorney-in-fact

Address Richardson, Texas

9-1401
(8-75)

WHITE—ORIGINAL YELLOW—AGENT PINK—DIVISION/BRANCH / HOME OFFICE

Assistant Secretary

Second Vice-President

38 319

GENERAL POWER OF ATTORNEY

AS PER ORIGINAL

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint

---------- MARGARET WHITLEY ----------

of Dallas and State of Texas

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed

FIVE MILLION AND NO/100 ($5,000,000.00) DOLLARS ----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman, the President or any vice-president (including any Executive Vice President, Senior Vice President, Second Vice President or Assistant Vice President) shall have power, by and with the concurrence with the any other officer of the Corporation, to appoint Attorneys-in-Fact as the business of the Corporation may require and to authorize any such person to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise."

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 20th day of October

A.D. 19 88

AMERICAN STATES INSURANCE COMPANY

ATTEST Alanson T. Abel
Assistant Secretary

By Joseph F. Heim
Second Vice-President

AMERICAN STATES INSURANCE COMPANY Seal INDIANA

STATE OF INDIANA
COUNTY OF MARION } SS

On this 20th day of October, A.D., 19 88, before me personally came Joseph F. Heim, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said Joseph F. Heim further said that he is acquainted with Alanson T. Abel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES
JUNE 15, 1989 My Commission Expires

Vickie L. Teepler
Notary Public

NOTARY PUBLIC Seal INDIANA

STATE OF INDIANA
COUNTY OF MARION } SS

I, Alanson T. Abel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the Chairman, the President or any vice-president (including any Executive Vice President, Senior Vice President, Vice President, Second Vice President or Assistant Vice President) and the secretary, or an assistant secretary, or other officer, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimilies. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 8th day of December, A.D., 19 88.

Alanson T. Abel
Assistant Secretary

AMERICAN STATES INSURANCE COMPANY Seal INDIANA

9-1459
(7-88)

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

BOND NO. J0 01 02 79 9

PUBLIC OFFICIAL BOND

Amount $ 30,000.00

No.

KNOW ALL MEN BY THESE PRESENTS, That we Gullo-Haas Hyundai, Inc. of Stafford in the State of Texas as Principal, and the INSURANCE COMPANY OF NORTH AMERICA, a corporation duly organized and existing under and by virtue of the laws of the State of Pennsylvania, as Surety, are held and firmly bound unto Marsha P. Gaines in the full and just sum of Thirty Thousand and no/100---------- ($ 30,000.00) Dollars, lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

SIGNED AND SEALED this 26th day of January A.D. 19 89

WHEREAS, the said Gullo-Haas Hyundai, Inc. has been duly elected or appointed Deputy Tax Collector for the term beginning 2-18-89 and ending 2-18-90

NOW, THEREFORE, the condition of the above obligation is such, that if the above bounden Gullo-Haas Hyundai, Inc. shall well and faithfully perform all the duties of his said office of Deputy Tax Collector as required by law, then this obligation to be null and void; otherwise to be and remain in full force and virtue.

This bond is given and received under the following express conditions:

That if the Surety shall so elect, this bond may be cancelled by giving thrity (30) days notice in writing to Marsha P. Gaines, Fort Bend County, P. O. Box 399, Richmond, Texas 77469 and this bond shall be deemed cancelled at the expiration of thirty (30) days after such notice has been given, and said Surety remaining liable for all or any act or acts covered by this bond, which may have been committed by the Principal up to the date of such cancellation, under the terms, conditions and provisions of this bond, and the Surety shall, upon surrender of this bond and its release from all liability thereunder, refund the premium paid, less a pro-rata part thereof, for the time this bond shall have been in force;

That the Surety hereunder shall not be liable for any loss which may be sustained through the failure of any bank or banks or other depository to pay or deliver over any moneys and securities deposited with it by the said Gullo-Haas Hyundai, Inc. which may come into his hands by virtue of his said office.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his hand and seal and the said INSURANCE COMPANY OF NORTH AMERICA, has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

Witness:
Cudra Walsh
Notary
6-3-89

(Seal)
Gullo-Haas Hyundai, Inc. Principal.

INSURANCE COMPANY OF NORTH AMERICA

By Olga S. Jarman
Attest: Olga S. Jarman, Attorney-in-Fact
Robert E. Ramirez

STATE OF Texas
COUNTY OF Bexar ss:

Before me, a Notary this 26th day of January A.D. 19 89 personally appeared the said Olga S. Jarman to me known and known to me to be the individual described in and who executed the foregoing bond, and he acknowledged to me that he executed the same.

BF-8677 Ptd. in U.S.A.

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AS PER ORIGINAL

POWER OF ATTORNEY

Insurance Company of North America
a CIGNA company

CIGNA

Know all men by these presents: That **INSURANCE COMPANY OF NORTH AMERICA**, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on December 6, 1983, to wit:

"RESOLVED, That pursuant to Articles 3, 18 and 6.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.

(3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977."

does hereby nominate, constitute and appoint PAULINE S. SMITH, ROBERT E. RAMIREZ, DAN B. RUSHTON, and OLGA S. JARMAN, all of the City of San Antonio, State of Texas----------

, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said John B. Fitzgerald, Jr., Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 24th day of November 19 87

INSURANCE COMPANY OF NORTH AMERICA

by J.B. Fitzgerald

J.B. FITZGERALD, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 24th day of November A.D. 19 87, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came John B. Fitzgerald, Jr., Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

(SEAL) JULIA ANNA ROHANA COMMONWEALTH OF PENNSYLVANIA

Julia Anna Rohana - Notary Public
Philadelphia, Philadelphia County, Pa.
My Commission Expires August 20, 1990

Julia Anna Rohana
JULIA ANNA ROHANA Notary Public

I, the undersigned, Secretary of **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 26th day of January 19 89

James S. Wylie
James S. Wylie Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

THIS DOCUMENT PRINTED ON RED BACKGROUND

BS 15579c Ptd. in U.S.A.

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AGEN EM
#7

LAW OFFICES
MCCALL, PARKHURST & HORTON

2850 ONE AMERICAN CENTER
AUSTIN, TEXAS 78701-3234
TELEPHONE: 512 478-3505

717 NORTH HARWOOD
NINTH FLOOR
DALLAS, TEXAS 75201-6587
TELEPHONE: 214 220-2800

402 ONE RIVERWALK PLACE
SAN ANTONIO, TEXAS 78205-3503
TELEPHONE: 512 225-2800

March 6, 1989

FEDERAL EXPRESS

Honorable Jodie Stavinoha
County Judge
Fort Bend County
500 Jackson
Richmond, Texas 77469

Re: Bell County Health Facilities Development Corporation Revenue Bonds, Series 1989 (Parkside Medical Services Corporation Project)

Dear Judge Stavinoha:

We appreciate your assistance with the approval process required for the captioned bond issue. The Attorney General's office has required us to insert some additional language in the consent to be adopted.

Enclosed are five copies of the new version of the consent. Please substitute these for the copies you previously received. As before, after adoption and execution, please return these copies to me in the self addressed, stamped envelope enclosed with the previous package.

If you have any questions about this change or the consent process generally, please do not hesitate to call me.

Sincerely yours,

McCall, Parkhurst & Horton

Ted Brizzolara

L. E. (Ted) Brizzolara, III

LEB:bc
Enclosures

RECEIVED
MAR 7 1989
COUNTY JUDGE

ORDER APPROVING THE FINANCING BY THE
BELL COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
OF A HEALTH FACILITY LOCATED WITHIN
FORT BEND COUNTY, TEXAS

WHEREAS, the Health Facilities Development Act, Article 1528j Vernon's Annotated Texas Civil Statutes, as amended (the "Act"), authorizes and empowers Bell County Health Facilities Development Corporation (the "Issuer") to issue revenue bonds on behalf of Bell County, Texas (the "Issuing Unit"), to finance the costs of health facilities found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, Section 4.01(1) of the Act provides that the Issuer may provide for the financing of one or more health facilities located outside the limits of the Issuing Unit with the consent of every other city, county or hospital district within which such health facility is or is to be located; and

WHEREAS, Parkside Lodge of Texas, Inc. (the "User") proposes to obtain financing from the Issuer from a portion of the proceeds of the Issuer's bonds issued pursuant to the Act for the costs of the health facility described in Exhibit A hereto (the "Project"); and

WHEREAS, the Project is or is to be located within Fort Bend County, Texas (the "County") and outside the limits of the Issuing Unit;

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

Section 1. The County hereby consents to the financing by the Issuer of the Project as required by Section 4.01.(1) of the Act and approves the financing as required by Section 147(f) of the Internal Revenue Code of 1986; provided that the County shall have no liability in connection with the financing of the Project and shall not be required to take any further action with respect thereto.

Section 2. This Order shall take effect immediately from and after its adoption and it is accordingly so ordered.

PASSED AND APPROVED, this the 15th day of March, 1989.

John E. Stavinoha
County Judge

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Project is a 52-bed residential treatment facility for alcoholism/substance abuse, located at 5638 Medical Center Drive in Katy, Texas. The Project is known as Parkside Lodge of Katy, and consists of a residential treatment building containing approximately 26,700 square feet on approximately 2.77 acres of land. The total cost of the Project is approximately $3,850,000.

APPLICATION TO
BELL COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
(Under the Health Facilities Development Act of 1981)

The purpose of this application is to present to the Bell County Health Facilities Development Corporation (the "Issuer") a reasonably comprehensive outline of the project ("Project") for which financing is being requested. Fill in all the blanks, using "None" or "Not Applicable" where necessary. If additional space is needed, attach separate sheets as exhibits. The complete application must be submitted in triplicate, with one copy to the Bell County Health Facilities Development Corporation, c/o Mr. John Messer, Messer, Potts & Messer, Inc., 118 South East Street, Belton, Texas 76513, one copy to Mr. Monty Nitcholas, First Southwest Company, 370 San Jacinto Center Town Lake, 98 San Jacinto Blvd., Austin, Texas 78701-4039, and one copy to Mr. Ted Brizzolara, McCall, Parkhurst & Horton, Bond Counsel, 717 North Harwood, Ninth Floor, Dallas, Texas 75201.

1. General Information

a. **Legal name, form of organization (corporation, partnership, etc.), and state of incorporation or organization of the entity that will acquire or construct and have title to the Project (the "Applicant").**

Parkside Lodge of Texas, Inc., a Delaware corporation.

b. **Name, address, and telephone number or numbers of the person or persons to whom questions and correspondence should be directed.**

Juergen H. Roennau, Senior Vice President (312) 698-4700
Parkside Medical Services Corporation
205 W. Touhy Avenue
Park Ridge, Illinois 60068

c. **Legal name, form of organization, and state of incorporation or organization of any proposed guarantor of the Applicant's obligations.**

Parkside Medical Services Corporation, a Delaware nonprofit corporation, Lutheran General Health Care System, an Illinois nonprofit corporation, and certain other Affiliates of Parkside pursuant to a Master Trust Indenture.

d. Name, address, and telephone number of legal counsel for the Applicant. (This does not mean bond counsel. See Item 5C of this Application for matters pertaining to bond counsel).

Cynthia Flaa (312) 698-4700
Parkside Medical Services Corporation
205 W. Touhy Avenue
Park Ridge, Illinois 60068

Michael S. McCarthy (312) 696-8555
Senior Vice President
General Counsel
Lutheran General Health Care System
1775 W. Dempster
Park Ridge, Illinois 60068

2. Description of the Project

a. Amount of financing applied for: Approximately $33,600,000.

b. Estimated total cost of the Project: Approximately $33,600,000.

c. Amount of expenditures, if any, paid or incurred on Project to date: Approximately $29,000,000.

d. Project timing:

1. Estimated date of commencement: Spring, 1986

2. Estimated date of completion: Fall, 1989

e. Location of Project (name of city, only if located in a city, or name of county if not located in a city, and address, if known):

See attachment A

f. Provide a general description of the Project, including its intended purpose, use, or function, its major components (including general categories of any equipment), and whether or not the purchase of land is involved.

See attachment A

g. Give a detailed showing of the estimated cost of the Project together with a statement of the sources from which payment will be made, which statement shall show estimated items of costs as follows (Example: estimated costs for a $5,00,000 bond issue):

See attachment A

(i) Land		$1,000,000
(ii) Machinery & Equipment		1,529,000
(iii) Building Cost, including design & Architectural & Engineering Fees		2,500,000
(iv) Financing Charges and Other Expenses		
a. Financial Advisor Fee	$10,500	
b. Bond printing expense	1,000	
c. Bond Counsel fee and estimated expenses	30,000	
d. User Counsel fee	10,000	
e. Purchaser/Trustee Counsel	2,000	
f. Trustee fee	2,000	64,500
(v) Interest During Construction		---
(vi) Reserve Fund		---
(vii) Fees and Expenses of Issuer		2,000
(viii) Other Expenses		---
(ix) Contingencies		---
Total Project Cost		$5,095,500
Financed from Bond Proceeds		$5,000,000
The balance of the Project will be paid by the User.		

h. Estimate the number and type of new jobs to be created by the Project and the annual payroll associated with those jobs.

See attachment A

i. Provide a general description of the User (the Applicant), including the state or other jurisdiction of incorporation or organization, the form of organization and a brief description of the organizational structure, including parent subsidiaries and affiliates, if any; a statement of the history and type of business engaged in by the User.

See attachment A

3. Financial Arrangements

a. Name and address of the financial institution (bank, investment banking firm, etc.), if determined, which may be interested in purchasing the bonds if and when such bonds may be approved for sale. (It is the responsibility of the Applicant to arrange for the marketing of the bonds if the financing is approved, with the Issuer's concurrence).

Morgan Stanley & Co. Incorporated

b. If Applicant is listed on a major stock exchange and/or has a credit rating on any of its outstanding debt, please state the exchange and/or the credit rating and the rating agency.

Lutheran General Health Care System

Moody's Investors Service	Aa
Standard & Poor's Corporation	AA

c. Explain how the Project will be financed if all or a portion of the amount of the financing applied for herein is not provided.

Parkside will seek issuance of Bonds through other avenues; if unsuccessful conventional taxable bank loans will be used.

4. Agreements of Applicant

Applicant will (a) pay all Project costs which are not or cannot be paid or reimbursed from the proceeds of the bonds issued to provide funds to finance the Project and (b) at all times, indemnify, and hold harmless the Issuer against all losses, costs, damages, expenses, and liabilities of whatever nature (including but not limited to attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from, arising our of or related to this Application, any Inducement Resolution adopted by the Issuer pursuant to this Application, the Project, or the issuance, offering, sale, or delivery of the bonds or other evidences of indebtedness issued to provide funds to finance the Project, or the design, construction, installation, operation, use, occupancy, maintenance, or ownership of the Project.

5. **Fees**

Applicant will pay all fees charged by the Issuer in connection with the issuance and delivery of the bonds, and will pay all fees and expenses charged by the Issuer's bond counsel, general counsel and financial advisor.

The undersigned verifies that he is duly authorized to submit the foregoing Application on behalf of the Applicant and that such Application was signed on the _____ day of _____, 198__.

Parkside Lodge of Texas, Inc.
Applicant

By_____

Title_____

ATTACHMENT A
TO
APPLICATION TO
BELL COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

Location of Project and General Description (Items 2(e) and (f))

The Project consists of seven separate alcoholism/substance abuse treatment centers located in seven separate cities within the State of Texas, as set forth below. A description of the land and building comprising each treatment center is shown.

(1) **Parkside Lodge of Texas, Inc.**
d/b/a/ The Faulkner Center
1900 Rio Grande
Austin, Texas 78705

A 54-bed residential treatment facility for alcoholism/substance abuse. (Adult and Adolescent)

Site Description: 0.960 acres

Building Description: Two buildings - one 2-story (brick) of approximately 18,900 sq. ft. and the other a 2-story (brick/frame) of approximately 11,150 sq. ft.

(2) **Parkside Lodge of Texas, Inc.**
d/b/a/ Parkside Lodge of Corpus Christi
5517 South Alameda
Corpus Christi, Texas 78412

A 35-bed residential treatment facility for alcoholism/substance abuse. (Adult)

Site Description: 2.53 acres

Building Description: approximately 24,700 square foot, one-story building of concrete block, stucco and ceramic tile.

(3) **Parkside Lodge of Texas, Inc.**
d/b/a Parkside Lodge - Westgate
4601 Interstate 35 North
Denton, Texas 76201

A 60-bed residential treatment facility for alcoholism/substance abuse.

Site Description: 4.045

Building Description: A single-story brick and wood frame building of approximately 26,700 square feet.

(4) **Parkside Lodge of Texas, Inc.**
d/b/a Parkside Lodge of Katy
5638 Medical Center Drive
Katy, Texas 77450

A 52-bed residential treatment facility for alcoholism/substance abuse. (Adult and Adolescent)

Site Description: 2.7672 acres

Building Description: A 2-story building (brick/concrete) containing a total of approximately 26,700 sq. ft.

(5) **Parkside Lodge of Texas, Inc.**
d/b/a/ Parkside Lodge of Chocolate Bayou
638 Harbor Road
Liverpool, Texas 77577

A 39-bed residential treatment facility for alcoholism/substance abuse. (Adult and Adolescent)

Site Description: 6.773 acres

Building Description: Three buildings having a total of approximately 22,900 square feet: - Administration building (Brick/frame, 7,550 sq. ft.); Dining hall (Brick construction, 2,700 sq. ft.); and Dormitory (Brick construction, 12,650 sq. ft.).

(6) **Parkside Lodge of Texas, Inc.**
d/b/a Parkside Lodge of San Antonio
d/b/a Parkside Youth Center, San Antonio
14747 Jones Maltsberger Road
San Antonio, Texas 78247

A 72-bed residential treatment facility for alcoholism/substance abuse. (Adult and Adolescent)

Site Description: 6.73 acres

Building Description: Total of approximately 32,800 square feet - Main Administration/detox building (concrete/block and steel) and 3 residential buildings.

(7) **Parkside Lodge of Texas, Inc.**
d/b/a Parkside Lodge of Dallas/Fort Worth
200 Greene Road
Wilmer, Texas 75172

A 84-bed residential treatment facility for alcoholism/substance abuse. (Adult and Adolescent)

Site Description: 33.864 acres

Building Description: Five buildings, totalling approximately 33,300 square feet - main Administration/detox (concrete block/frame) and four resident buildings (concrete block/frame).

Cost of Project

Each treatment center was acquired in the Spring of 1986 by purchase of land, buildings and equipment from Brookwood Recovery Centers, in contemplation of eventual long-term tax-exempt financing. The approximate purchase price, capital expenditures for renovation and improvement, and anticipated capital expenditures for the next year are set forth below.

Use of Proceeds	Austin	Corpus Christi	Denton	Katy	Chocolate Bayou	San Antonio	Wilmer	Total
Cost of Acquisition	$6,100,000	$1,925,000	$2,135,000	$3,735,000	$2,730,000	$6,625,000	$3,505,000	$26,755,000
Reimbursement of Capital Expenditures	$ 66,945	$1,597,962	$ 109,147	$ 115,221	$ 92,620	$ 108,304	$ 188,634	$ 2,278,333
Future Capital Expenditures	$ -	$ 50,000	$ -	$ -	$ 250,000	$ 200,000	$ 200,000	$ 700,000
Total	$6,166,945	$1,647,962	$2,244,147	$3,850,221	$3,072,620	$6,933,304	$3,893,634	$29,733,883

AS PER ORIGINAL

An estimated statement of the uses of funds in connection with the Project is set forth below.

Cost of Project	$30,000,000
Reserve Fund	3,000,000
Cost of Issuance	600,000
Total Funds used	$33,600,000

Description of User (Item 2(i))

Please see the attached Exhibit A for a general description of Lutheran General Health Care System and its Affiliates.

THE CORPORATION AND ITS AFFILIATES

AS PER ORIGINAL

The Corporation

Lutheran General Health Care System (the "Corporation"), which was formerly known as Lutheran Institute of Human Ecology, is an Illinois not for profit corporation with its corporate headquarters located in Park Ridge, Illinois. Currently the Corporation is affiliated with 50 not for profit corporations and 18 for profit corporations (collectively, the "Affiliates"), by virtue of being the sole voting member or sole stockholder of either the affiliated corporation or its parent organization. See the chart on page A-5 for a description of the current organization of the Corporation and certain of its Affiliates. The Corporation owns the following health care facilities: (i) Lutheran General Hospital — Park Ridge, a tertiary-care teaching hospital with 713 licensed beds located in Park Ridge, Illinois (the "Park Ridge Facility"), (ii) Lutheran General Hospital — Lincoln Park, a general acute care hospital with 314 licensed beds located in Chicago, Illinois ("the Lincoln Park Facility"), and (iii) Parkside Lutheran Hospital ("Parkside Hospital"), a specialty hospital for alcohol/substance abuse treatment with 102 licensed beds located adjacent to the Park Ridge Facility. The Park Ridge Facility and the Lincoln Park Facility are leased to and operated by Lutheran General Hospital, Inc. ("LGH"), an Illinois not for profit Affiliate which is a member of the Obligated Group. Parkside Hospital is leased to and operated by an Affiliate of the Corporation. See "The Facility Leases" below for a description of these lease arrangements.

Corporate Membership

Effective January 1, 1988, the sole voting member of the Corporation became the Evangelical Lutheran Church in America (the "Church"), which is the surviving entity of the merger of The Association of Evangelical Lutheran Churches, The Lutheran Church in America and The American Lutheran Church. Prior to January 1, 1988, the sole voting member of the Corporation was The American Lutheran Church. The Church's national administrative offices are located in Chicago, Illinois.

Operations of the Corporation and Affiliates

The operations of the Corporation and its Affiliates are conducted primarily in the following four general areas: (1) the operation of general acute care facilities and related health care services, (2) the provision of behavioral health services through the operation of alcohol/substance abuse and psychiatric treatment centers and the sponsorship of educational programs, research, and other charitable activities related thereto, (3) the operation of facilities and programs for older adults and (4) research in the fields of bioethics. See the map on page A-6 for the location of the facilities operated by the Corporation and its Affiliates.

Hospital Facilities and Services. As described above, the Corporation owns the Park Ridge Facility and the Lincoln Park Facility. For more information regarding these facilities see "The Park Ridge Hospital Facility" and "The Lincoln Park Hospital Facility" in this Appendix A. In addition, the Corporation is a co-member of an Illinois not for profit corporation which owns and operates a 276 bed general acute care facility in Moline, Illinois. Other Affiliates offer a broad range of consulting, management and related services to health care providers throughout the nation, including material management services, equipment sales and rental services and respiratory therapy services. Lutheran General Health Care Services ("Lutheran Services"), a recently formed Illinois not for profit corporation, is the sole voting member of Affiliates providing hospital and health care related services, including LGH. The Corporation is the sole voting member of Lutheran Services.

Behavioral Health Facilities and Services. Parkside Medical Services Corporation ("PMSC"), a Delaware non profit corporation, operates through other Affiliates 69 alcoholism/substance abuse and/or psychiatric treatment centers and several related outpatient treatment facilities with more than 2,700 total beds located in 20 states and one foreign country. See page A-7 for the location of these facilities. Approximately one-half of the treatment centers are owned and operated by Affiliates of PMSC and the remainder are hospital-based facilities managed by Affiliates of PMSC. In addition, an Affiliate of PMSC is the only corporation in the country licensed to operate a specialty hospital for substance abuse. The Parkside Foundation, an Affiliate controlled by PMSC, conducts clinical and applied research into the nature, cause and course of alcoholism/substance abuse and recovery. PMSC controls, either directly or indirectly, 24 not for profit corporations (collectively, with PMSC, the

"Parkside Medical Corporations"), one for profit corporation and two joint venture partnerships. All of the Parkside Medical Corporations will become Members of the Obligated Group in connection with the issuance of the Bonds.

Older Adult Facilities and Services. Parkside Senior Services, a recently formed Illinois not for profit corporation, is the sole voting member of Affiliates providing older adult services and programs and has responsibility for such programs within the Lutheran General Health Care System. The Corporation is the sole voting member of Parkside Senior Services. A Minnesota not for profit Affiliate and its eight subsidiaries own and manage elderly housing and nursing care facilities and operate programs for social services and education of older persons throughout Minnesota. A Delaware not for profit Affiliate owns and is now developing a 251 unit continuing care retirement community in Arlington Heights, Illinois. An Illinois not for profit Affiliate operates older adult day care centers.

Bioethics. The Park Ridge Center, a division of the Corporation, conducts and publishes research in the fields of health, faith and ethics by establishing data bases to study the interactions among these fields.

NEITHER THE CHURCH NOR ANY AFFILIATE OF THE CORPORATION OTHER THAN LUTHERAN SERVICES, LGH AND THE PARKSIDE MEDICAL CORPORATIONS IS LIABLE FOR THE COMMITMENTS OF THE OBLIGATED GROUP UNDER THE MASTER INDENTURE.

Obligated Group

As of the date of the issuance of the Bonds, the Corporation, Lutheran Services, LGH and the Parkside Medical Corporations will be the only Members of the Obligated Group. Pursuant to the Master Indenture, other persons, including other Affiliates, may become Members of the Obligated Group, as set forth therein. The Corporation and its Affiliates consider acquisitions, dispositions and other business combination from time to time that may result in changes in the composition of the Obligated Group or in the assets or facilities operated by the Obligated Group. Such transactions are subject to the provisions of the Master Indenture relating to the addition of Members to or withdrawal of Members from the Obligated Group and provisions relating to merger and consolidation and to the transfer of assets.

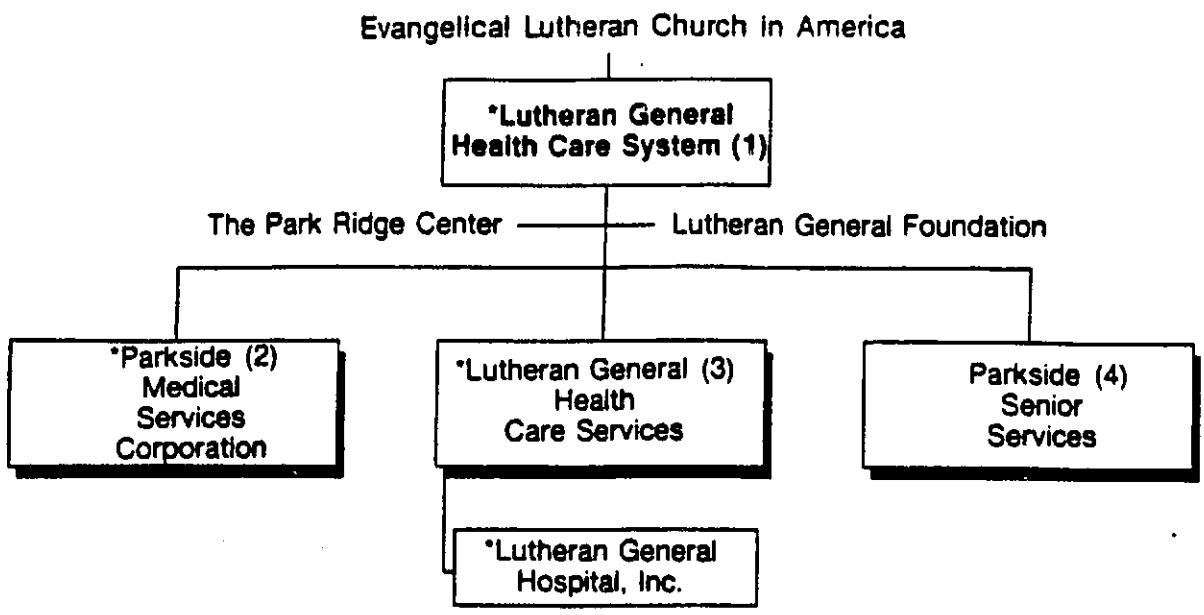
The Facility Leases

A substantial portion of the Property of the Corporation is leased to Affiliates. The Park Ridge Facility and the Lincoln Park Facility owned by the Corporation are leased to LGH pursuant to an Affiliate Lease Agreement dated as of April 1, 1982 (the "LGH Lease") between the Corporation and LGH. The LGH Lease was amended as of December 30, 1987 to include the Lincoln Park Facility. The substance abuse center owned by the Corporation is leased to Parkside Lutheran Hospital ("PLH"), an Illinois not for profit corporation, pursuant to an Affiliate Lease Agreement dated as of April 1, 1982 (the "PLH Lease") between the Corporation and PLH.

Each Lease provides for the payment of rent which is adjusted annually to equal the lesser of (i) the fair market rental value for such year of the property leased, as determined in good faith by the Corporation, or (ii) the excess of revenues over expenses of the lessee for such year. As security for the payment of rent and the performance of all other covenants and conditions contained in the respective Leases, LGH and PLH have granted to the Corporation a security interest in all their respective Property to the extent a security interest may be granted therein pursuant to the Illinois Uniform Commercial Code, including all accounts and assignable general intangibles and after acquired property. The liens and security interests created by the Leases are Permitted Encumbrances under the provisions of the Master Indenture.

Each Lease provides for a lease term extending to April 1, 2012, however, the Corporation, LGH and PLH may amend or terminate the Leases at any time.

Lutheran General Health Care System



(1) Lutheran General Health Care System controls, either directly or indirectly, 50 not for profit corporations and 18 for profit corporations, including the corporations described below.

(2) Parkside Medical Services Corporation controls, either directly or indirectly, the following corporations that operate alcoholism/substance abuse and/or psychiatric treatment centers throughout the nation:

*Adams County Task Force on Alcoholism and Alcohol Problems, Inc.
*Eagle Hill, Inc.
*Monarch Health Corporation
*PMSC Holding, Inc.
*Parkside E.A.P., Inc.
*The Parkside Foundation
*Parkside Lodge of Alabama, Inc.
Parkside Lodge of Austin, Inc.
*Parkside Lodge of Colorado, Inc.
*Parkside Lodge of Connecticut, Inc.
*Parkside Lodge of Florida, Inc.
*Parkside Lodge of Georgia, Inc.
*Parkside Lodge of Illinois, Inc.
*Parkside Lodge of Kansas, Inc.
*Parkside Lodge of New Jersey, Inc.
*Parkside Lodge of New York, Inc.
*Parkside Lodge of Ohio, Inc.
*Parkside Lodge of St. Louis, Inc.
*Parkside Lodge of Texas, Inc.
*Parkside Lodge of Utah, Inc.
*Parkside Lodge of Wisconsin, Inc.
*Parkside Lutheran Hospital
*Parkside Publishing Corporation
*Parkside Recovery Centers, Inc.
*River Park Center

(3) Lutheran General Health Care Services controls, either directly or indirectly, two not for profit corporations and 11 for profit corporations. It has responsibility for all hospital and health care related activities of Lutheran General Health Care System and its Affiliates.

(4) Parkside Senior Services controls, either directly or indirectly, eight not for profit corporations and two for profit corporations. It has responsibility for older adult services and programs.

(*) The asterisk denotes a corporation that is, or in connection with the issuance of the Bonds will become, a Member of the Obligated Group.

Parkside Medical Services Corporation Locations

AS PER ORIGINAL

Parkside Medical Services Corporation

Alabama

Parkside Lodge of Birmingham
Birmingham
Birmingham Outpatient
Birmingham
Parkside Lodge of Mobile
Mobile
Mobile Outpatient
Mobile
Humana Hospital-Shoals
Muscle Shoals
(Addictions and Psychiatric Programs)

California

Parkside Medical Services Corporation
Regional Headquarters-West Coast
Parkside Recovery Centers Inc
Alameda
Parkside Recovery Center at El Camino Hospital
Mountain View
Parkside Outpatient-El Camino Hospital
Los Altos
Parkside Recovery Center at Good Samaritan Hospital of Santa Clara Valley
San Jose
Parkside Recovery Center at Merced Community Medical Center
Merced
Parkside Recovery Center at Mt Diablo Hospital Medical Center
Concord
Parkside Recovery Center at Petaluma Valley Hospital
Petaluma
Redlands Community Hospital Recovery Center
Redlands
Parkside Recovery Center at Saint Agnes Hospital and Medical Center
Fresno
St Joseph's Hospital
Stockton
(Psychiatric Program)
Parkside Recovery Center at St Joseph's Oak Park Hospital
Stockton
Parkside Recovery Center at Sonoma Valley Hospital
Sonoma
Oceanview Recovery Center
Oceanside
Parkside Outpatient-Valley Memorial Hospital
San Ramon
Mountain View Medical Center
Simi Valley
(Addictions and Psychiatric Programs)
Parkside Recovery Center of Memorial Hospital at Exeter
Exeter
Parkside Recovery Center at San Jose Medical Center
San Jose
(Addictions Program)

Colorado

Parkside Lodge of Colorado
Denver
Colorado Outpatient
Englewood
Washington House
Commerce City

Connecticut

Parkside Lodge of Connecticut
Canaan

Florida

Parkside Lodge of Orlando
Kissimmee
Parkside Lodge of Pinellas
Pinellas Park
Halifax Hospital
Daytona Beach
(Psychiatric Program)
Orlando Outpatient
Winter Park
Florida Hospital
Orlando
(Addictions and Psychiatric Programs)
Hialeah Hospital Parkside Recovery Center
Hialeah
(Addictions and Psychiatric Programs)
Humana Hospital-Biscayne
Miami
(Eating Disorder Program)
The Medical Center Hospital
Punta Gorda
(Addictions and Psychiatric Programs)

Georgia

Parkside Lodge of Dublin
Dublin

Illinois

Parkside Medical Services Corporation Corporate Headquarters
Park Ridge
Parkside Lodge of Champaign/Urbana
Champaign
Parkside Lodge of Mundelein
Mundelein
Parkside Lodge South-Resolve Center
Manteno
(A department of Riverside Medical Center)
Parkside Lutheran Hospital
Park Ridge
Parkside Recovery Center at Little Company of Mary Hospital
Evergreen Park
(Psychiatric Program)
Parkside Recovery Center at Rockford
Rockford
Parkside Recovery Center at Lincoln West Medical Hospital
Chicago
Parkside Recovery Center at Lutheran General Hospital-Lincoln Park
Chicago
Parkside Recovery Center at Bethany Hospital
Chicago
Parkside Recovery Center at Lombard
Lombard
Parkside Youth Center
Park Ridge

Indiana

Parkside Lodge at Mulberry Center
Evansville
Mulberry Outpatient
Evansville

Kansas

Parkside Lodge of Kansas
Hutchinson
Kansas Outpatient
Wichita

Massachusetts

Parkside Medical Services Corporation Regional Headquarters-East Coast
Monarch Health Corporation
Marblehead
Amesbury Hospital
Amesbury
(Psychiatric Program)
Fuller Memorial Hospital
South Attleboro
(Addictions and Psychiatric Programs)
St Vincent's Hospital
Worcester
(Psychiatric Program)
Holyoke Hospital
Holyoke
(Psychiatric Program)
Anna Jacques Hospital
Newburyport
(Psychiatric Program)
Lawrence Memorial Hospital of Medford
Medford
(Psychiatric Program)

Michigan

Northern Michigan Hospitals
Petoskey
(Psychiatric Program)

Missouri

Parkside Lodge of St Louis
St. Louis

Nebraska

River Park Outreach Center
Gordon

Nevada

Parkside Recovery Center at St Mary's Regional Medical Center
Reno

New Jersey

Parkside Lodge of New Jersey
Moorestown
New Jersey Outpatient
Moorestown

Ohio

Parkside Lodge of Columbus
Columbus
Columbus Outpatient
Dublin
Parkside Recovery Center at Community Hospital of Springfield
Springfield
(Addictions Program)

South Dakota

River Park Sioux Falls
Sioux Falls
River Park Rapid City
Rapid City
River Park Outreach Centers:
Aberdeen
Brookings
Deadwood
Mitchell
Pierre
Sisseton
Watertown

Texas

Baylor Parkside Lodge of Dallas Fort Worth
Argyle
The Faulkner Center
Austin
Parkside Lodge Westgate
Dallas
Fort Worth Outpatient
Fort Worth
Parkside Lodge of Dallas Fort Worth Residential Outpatient
Duncanville
Parkside Lodge of Katy
Houston
Houston Outpatient
Houston
Parkside Lodge of Katy Outpatient
College Station
Parkside Lodge of Chocolate Bayou
Houston
Parkside Lodge of Chocolate Bayou Continuing Care
Clear Lake
Parkside Lodge of Chocolate Bayou Outpatient
Bay City
Parkside Lodge of Corpus Christi
Corpus Christi
Parkside Lodge of San Antonio
San Antonio
Parkside Lodge of Dallas-Fort Worth
Wilmer
Dallas Outpatient
Dallas
Texoma Parkside Recovery Center
Denison
(Addictions and Psychiatric Programs)

Utah

Parkside Recovery Center at Salt Lake City
Salt Lake City

Washington

Providence Recovery Program
Everett

Wisconsin

Parkside Lodge of Wisconsin
Beloit
Parkside Lodge of Wisconsin
Edgerton
Parkside Lodge of Wisconsin
Janesville
Mercy Hospital
Janesville
(Psychiatric Program)

Sweden

Provita/Parkside
Malmo
Provita-Lovstalund/Parkside
Stockholm

Parkside Employee Assistance Programs, Inc.

Chicago, Illinois
Park Ridge, Illinois
Los Angeles, California
Denver, Colorado
New York, New York
Cleveland, Ohio
Richardson, Texas
Montreal, Canada

(3) **Parkside Lodge of Texas, Inc.**
d/b/a Parkside Lodge - Westgate
4601 Interstate 35 North
Denton, Texas 76201

A 60-bed residential treatment facility for alcoholism/substance abuse.

Site Description: 4.045

Building Description: A single-story brick and wood frame building of approximately 26,700 square feet.

(4) **Parkside Lodge of Texas, Inc.**
d/b/a Parkside Lodge of Katy
5638 Medical Center Drive
Katy, Texas 77450

A 52-bed residential treatment facility for alcoholism/substance abuse. (Adult and Adolescent)

Site Description: 2.7672 acres

Building Description: A 2-story building (brick/concrete) containing a total of approximately 26,700 sq. ft.

(5) **Parkside Lodge of Texas, Inc.**
d/b/a/ Parkside Lodge of Chocolate Bayou
638 Harbor Road
Liverpool, Texas 77577

A 39-bed residential treatment facility for alcoholism/substance abuse. (Adult and Adolescent)

Site Description: 6.773 acres

Building Description: Three buildings having a total of approximately 22,900 square feet: - Administration building (Brick/frame, 7,550 sq. ft.); Dining hall (Brick construction, 2,700 sq. ft.); and Dormitory (Brick construction, 12,650 sq. ft.).

Use of Proceeds	Austin	Corpus Christi	Denton	Katy	Chocolate Bayou	San Antonio	Wilmer	Total
Cost of Acquisition	$6,100,000	$1,925,000	$2,135,000	$3,735,000	$2,730,000	$6,625,000	$3,505,000	$26,755,000
Reimbursement of Capital Expenditures	$ 66,945	$1,597,962	$ 109,147	$ 115,221	$ 92,620	$ 108,304	$ 188,634	$ 2,278,333
Future Capital Expenditures	$ -	$ 50,000	$ -	$ -	$ 250,000	$ 200,000	$ 200,000	$ 700,000
Total	$6,166,945	$1,647,962	$2,244,147	$3,850,221	$3,072,620	$6,933,304	$3,893,634	$29,733,883

AS PER ORIGINAL

RAY BREEDING

Constable

(713) 437-4741

Fort Bend County, Precinct 2

(409) 793-3700

PROPOSED BUDGET AMENDMENT

1. ACTUAL BUDGET AMENDMENT REQUEST (CHART DEPICTING MONIES REMAINING IN PRESENT LINE ITEM..... AMOUNT OF FUNDS REQUESTED BY THIS AMENDMENT... TOTAL AMOUNT OF AMENDED FUNDS FOR EACH REQUESTED LINE ITEM, IF PROPOSED REQUEST (EACH LINE ITEM) IS APPROVED.

   WILL ALSO SHOW REQUEST FOR APPROVAL OF TWO NEW LINE ITEMS..... (2-CAR ALLOWANCES FOR TWO OFFICERS (SGT CALDWELL AND ME) STARTING ON JULY 1ST) .....AND #7020: REPAIRS TO RADIOS.

2. STATISTICS FOR PAPERS SERVED FOR JAN & FEB 1989. (PLUS A COMPARISON WITH NUMBER OF PAPERS SERVED IN JAN AND FEB FOR YEARS 1987 and 1988.)

3. ADDITIONAL INPUT BASED UPON STATISTICS GATHERED.

4. STATISTICS CONCERNING CITIZEN'S COMPLAINTS HANDLED BY THIS DEPT (WALK-IN'S ONLY) BETWEEN THE PERIOD 15 FEB - MAR 6TH. ALSO, STATISTICS FROM HOUSTON POLICE DEPT RECORDS DEPICTING THE NUMBER OF CALLS AND RESPONSES TO VARIOUS CRIMES COMMITTED WITHIN THE NEW "16-EDWARD" PATROL DISTRICT FOR 1988

5. LETTERS FROM CITIZENS WITHIN OUR PRECINCT. (UNSOLICITED)

CONSTABLE - PCT 2

38 342

AS PER ORIGINAL

CATG	DESCRIPTION		PRESENT BUDGET	ADDT'L NEEDED	REVISED BUDGET
0201	Temporary or Extra Help		3,399	1,200	4,599
	*Summer Hire Program in conjunction with High Schools in Pct 2				
0300	Social Security		6,822	86	6,908
	Car Allowance		-0-	? ~~4,800~~	4,800
	*Request new Line Item 2 paid empl. @ $400/mth starting July 1, 1989				
0701	Conferences/Seminars/Training		500	400	900
	*TCLEOSE Requirements places add'l. training on reserve officers, and 40 extra training hours yearly for each full time officer.				
1010	Property and Equipment		1,000	24,803	25,803
	*4-Light Bars	1,700			
	Door Emblems	1,800			
	3-Car Radios	2,000			
	2-Cages	350			
	Computer w/printer	3,000			
	2-Modems	500			
	Typewriter	600			
	1-Scanner w/2 speakers	390			
	1-Base Station w/3 speakers	1,100			
	5-Handheld 2-way radios w/chargers & extra battery	2,900			
	1-Wall Key Map (FBC)	100			
	5-Key Maps (FBC)	140			
	2-Key Maps (HC)	43			
	3-Rechg. Flashlights w/chargers	340			
	Fingerprint Kit	50			
	Instamatic Camera	50			
	**3-Cars/used DPS	9,500			
	Paint for 3 Vehicles	240			
		24,803			
1062	Office Supplies		844	4,000	4,844
	$2,000 was used last year to supply the Needville Office, therefore, it will more than likely take the same amount to supply it this year. The Mo. City Office will need the same supplies. Also, changing all forms, letterheads, etc. to read Ray Breeding is an additional cost.				
2000	Utilities		3,429	6,000	9,429
	The Needville Office spent $6,000 last year on utilities, it's only common sense that the Mo. City Office will need the same amount, if not more, due to the fact it is larger.				
3020	Rentals		2,241	8,000	10,241
	Needville Rent per year	3,000			
	Mo. City Rent per year	5,476			
	Water Fountain per year	300			
	Pager's per year	324			
	Copier per year	3,000			

*Additional Expenses

**or 3 used vehicles from Sheriff Dept. when they get new ones in May, 89.

CONSTABLE - PCT 2

CATG	DESCRIPTION		PRESENT BUDGET	ADDT'L NEEDED	REVISED BUDGET
4010	Fees and Services		-0-	2,800	2,800
	*Membership Dues	200			
	*Maid Service	2,000			
	*Misc. Emergency Expenses	600			
4011	*Uniforms		500	3,655	4,155
	5-Paid empl. (3 each)	1,395			
	Shoulder Patches	260			
	Badges (Reg & Res)	896			
	I.D. Cards (Reg & Res)	99			
	5-Hats @ $61 each	305			
	5-Jackets (Reg)	450			
	5-Rain Coats (Reg)	250			
		3,655			
7006	Tires and Tubes		491	600	1,091
	$200 each added to accommodate 3 additional vehicles				
7020	Repairs to Radios		-0-	800	800
	Request New Line Item (I would like to keep repairs to radios separate.)				
	10 hours labor	300			
	Materials	500			
		800			
	SUBTOTAL		19,226	57,144 11,472	76,370
	(delete 1010/cars if we get the 3 used Sheriff's cars in May)			(9,500)	(9,500)
	TOTAL		19,226	~~47,644~~ #46,868	66,870

AS PER ORIGINAL

*Additional Expenses

ALL COUNTY CARS WILL BE ON DUTY (DRIVEN BY BOTH RESERVES & PAID OFFICERS).

#36,268

AS PER ORIGINAL

PAPERS SERVED BETWEEN 02/01/89 AND 02/28/89

	NUMBER	AMOUNT COLLECTED
CITATIONS		
District Clerk.....	26	$1,040.00
County Clerk.....	19	$760.00
JP Precinct 1.....	0	$0.00
JP Precinct 2.....	37	$1,480.00
JP Precinct 3.....	0	$0.00
JP Precinct 4.....	0	$0.00
Out Of County.....	70	$2,800.00
SUBTOTAL.....	152	$6,080.00
WRITS		
District Clerk.....	0	$0.00
County Clerk.....	0	$0.00
JP Precinct 1.....	0	$0.00
JP Precinct 2.....	10	$400.00
JP Precinct 3.....	0	$0.00
JP Precinct 4.....	0	$0.00
Out Of County.....	4	$160.00
SUBTOTAL.....	14	$560.00
JUSTICE COURT/SMALL CLAIMS		
JP Precinct 1.....	0	$0.00
JP Precinct 2.....	5	$200.00
JP Precinct 3.....	0	$0.00
JP Precinct 4.....	0	$0.00
Out Of County.....	3	$120.00
SUBTOTAL.....	8	$320.00
TOTAL PAPERS SERVED		
District Clerk.....	26	$1,040.00
County Clerk.....	19	$760.00
JP Precinct 1.....	0	$0.00
JP Precinct 2.....	52	$2,080.00
JP Precinct 3.....	0	$0.00
JP Precinct 4.....	0	$0.00
Out Of County.....	77	$3,080.00
SUBTOTAL.....	174	$6,960.00
GRAND TOTAL..	174	$6,960.00

FEB 89

CONSTABLE R L BREEDING
FORT BEND CNTY PRCT 2

AS PER ORIGINAL

PAPERS SERVED BETWEEN 01/01/89 AND 01/31/89

	NUMBER	AMOUNT COLLECTED
CITATIONS		
District Clerk.....	36	$1,440.00
County Clerk.....	26	$1,040.00
JP Precinct 1.....	0	$0.00
JP Precinct 2.....	47	$1,880.00
JP Precinct 3.....	0	$0.00
JP Precinct 4.....	0	$0.00
Out Of County.....	63	$2,520.00
SUBTOTAL.....	172	$6,880.00
WRITS		
District Clerk.....	0	$0.00
County Clerk.....	0	$0.00
JP Precinct 1.....	0	$0.00
JP Precinct 2.....	12	$480.00
JP Precinct 3.....	0	$0.00
JP Precinct 4.....	0	$0.00
Out Of County.....	9	$360.00
SUBTOTAL.....	21	$840.00
JUSTICE COURT/SMALL CLAIMS		
JP Precinct 1.....	0	$0.00
JP Precinct 2.....	4	$160.00
JP Precinct 3.....	0	$0.00
JP Precinct 4.....	0	$0.00
Out Of County.....	0	$0.00
SUBTOTAL.....	4	$160.00
TOTAL PAPERS SERVED		
District Clerk.....	36	$1,440.00
County Clerk.....	26	$1,040.00
JP Precinct 1.....	0	$0.00
JP Precinct 2.....	63	$2,520.00
JP Precinct 3.....	0	$0.00
JP Precinct 4.....	0	$0.00
Out Of County.....	72	$2,880.00
SUBTOTAL.....	197	$7,880.00
GRAND TOTAL..	197	$7,880.00

JAN 89

CONSTABLE R L BREEDING
FORT BEND CNTY PRCT 2

AS PER ORIGINAL

STATE OF TEXAS COUNTY OF FORT BEND

RAY BREEDING
~~W.O.TODD,II~~
CONSTABLE

PRECINCT #2
P.O. BOX 482
8923 MAIN STREET
NEEDVILLE, TEXAS 77461
(713) 341-5582 or
(409) 793-3700

	1987		1988		1989	
MONTH	MONEY	# OF CASES	MONEY	# OF CASES	MONEY	# OF CASES
JANUARY	$ 7,000	198	$ 1,880	47	$7,880	197
FEBRUARY	5,408	152	4,400	110	6,960	**174
MARCH	7,200	202	8,240	206		
APRIL	2,245	63	4,160	104		
MAY	5,632	154	11,360	284		
JUNE	7,843	222	6,440	161		
JULY	5,900	167	3,760	94		
AUGUST	5,280	150	6,880	172		
SEPTEMBER	5,247	154	4,760	119		
OCTOBER	5,390	162	8,760	219		
NOVEMBER	7,657	206	3,560	89		
DECEMBER	7,149	145	4,240	106		
TOTALS	$71,951	1,975	$68,440	1,711		

*As of February 28th.

**Does not include: "Free" or "Indigent" cases (4) (Jan)
Warrants - January (2)
February (8)

CONSTABLE - PCT 2

AS PER ORIGINAL

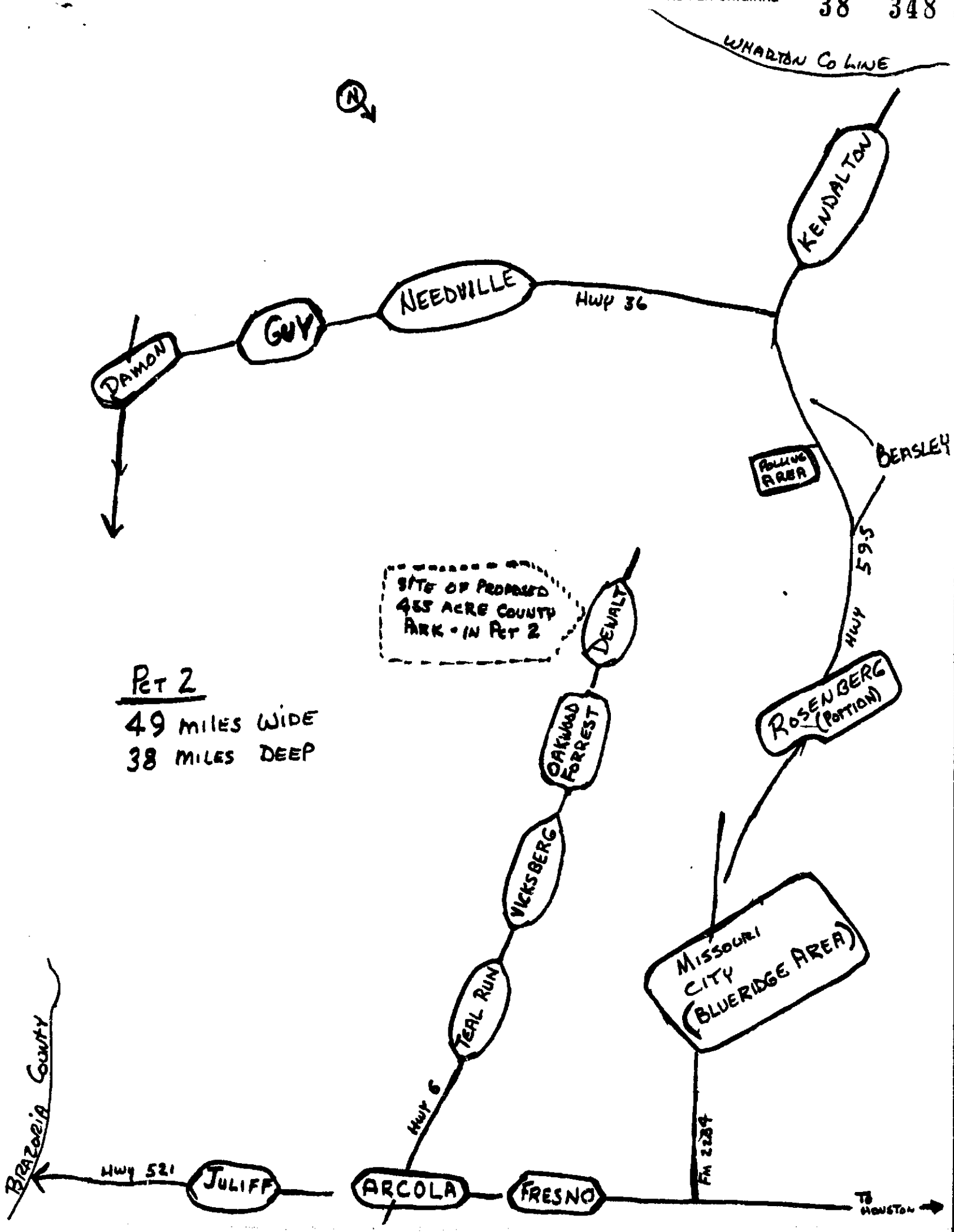
- This precinct is the only one that has two (2) JP's.
- This precinct is the only one with two (2) Constable offices.
- This is the largest precinct in Ft Bend County, therefore requires more milage on vehicles.
- Distance (See map attached).
- There were thirteen (13) expired Writs of Executions when I took over on Jan. 1. Out of these thirteen (13), eight (8) have been refiled.
- Ninety Percent (90%) of the items requested on the amendment are start-up items. These items will not appear on future budgets.
- I have discussed the budget and mission objective of this department with the Sheriff and Chief Deputy.
- As in past years, warrants are presently being handled by the Sheriff's Dept. We do hope to return the service of warrants i-sued by JP's within our precinct back to Constable's control for service and collection.

LIGHT BARS, SIRENS & HAND HELD RADIOS

	Sirens	Cars w/ Light Bars	HANDHELD Radios
Precinct 1	4	4	? (UNKNOWN)
Precinct 2	0	1	0
Precinct 3	3	3	*1 (set)
Precinct 4	3	3	*1 (set)

*1 set consist of 5 radios and 5 chargers (WALL Rack, Extra batt, & 5 Radios)

- 455 acre County Park (located in Pct 2) will be added responsibility. (work on park will begin next month.)



PCT 2

49 MILES WIDE

38 MILES DEEP

FORT BEND COUNTY
CONSTABLE PCT.2

AS PER ORIGINAL

Unit Number: CD2-1

Date	R.O.#	Mileage	Tires	Oil	Parts	Sublet	MVI	TOTAL
01/07/88	5612	106056	0.00	2.90	4.31	0.00	0.00	7.21*
01/08/88	5615	106104	0.00	0.00	13.50	0.00	0.00	13.50
05/12/88	6295	107904	0.00	0.63	58.33	0.00	2.75	61.71

Total Spent: 82.42
Total Miles Driven: 1848
Cost per mile: 0.0446

Unit Number: CD2-2

Date	R.O.#	Mileage	Tires	Oil	Parts	Sublet	MVI	TOTAL
01/11/88	5631	33431	0.00	2.90	2.00	0.00	0.00	4.90*
04/06/88	6081	37226	206.44	2.90	5.80	0.00	2.75	217.89*
07/20/88	6684	40172	0.00	2.90	24.43	0.00	0.00	27.33*
08/25/88	6896	43574	0.00	2.90	6.99	0.00	0.00	9.89*
09/01/88	6926	43957	0.00	0.00	46.67	130.00	0.00	176.67
09/14/88	7010	44955	0.00	0.00	50.39	0.00	0.00	50.39
09/22/88	7048	45890	0.00	0.00	232.61	0.00	0.00	232.61
09/30/88	7088	46396	0.00	5.95	9.11	0.00	0.00	15.06*
10/11/88	7150	47768	0.00	1.74	9.73	6.00	0.00	17.47
10/14/88	7177	48401	101.76	0.00	74.00	21.00	0.00	196.76
10/26/88	7244	49473	0.00	2.90	3.58	0.00	0.00	25.48*
11/10/88	7331	51454	0.00	0.00	64.95	0.00	0.00	64.95
11/22/88	7382	52754	0.00	2.90	14.54	0.00	0.00	17.44*
12/20/88	7540	55933	101.76	2.90	2.71	0.00	0.00	107.37*
12/22/88	7556	56194	0.00	0.00	1.94	0.00	0.00	1.94
12/30/88	7596	57171	0.00	0.00	8.87	0.00	0.00	8.87

Total Spent: 1175.02
Total Miles Driven: 23740
Cost per mile: 0.0495

Unit Number: CD2-3

Date	R.O.#	Mileage	Tires	Oil	Parts	Sublet	MVI	TOTAL
01/05/88	5596	133295	0.00	5.42	22.07	0.00	2.75	30.24*
05/05/88	6251	142622	0.00	2.90	2.29	0.00	0.00	5.19*
05/09/88	6273	142813	0.00	0.00	17.86	0.00	0.00	17.86
05/25/88	6378	144408	0.00	2.69	0.00	0.00	0.00	2.69
06/09/88	6464	145607	0.00	1.16	0.89	0.00	0.00	2.05
06/24/88	6554	147102	0.00	1.74	0.00	0.00	0.00	1.74

Total Spent: 59.77
Total Miles Driven: 13807
Cost per mile: 0.0043

Unit Number: CD2-4

Date	R.O.#	Mileage	Tires	Oil	Parts	Sublet	MVI	TOTAL
02/18/88	5827	123720	0.00	2.90	3.04	0.00	0.00	5.94*
05/23/88	6362	130207	0.00	5.95	12.42	0.00	0.00	18.37*
07/14/88	6664	0	0.00	0.00	86.78	0.00	0.00	86.78

AS PER ORIGINAL

08/26/88	6841	134410	0.00	2.90	7.19	0.00	0.00	10.09*
09/27/88	7067	135737	0.00	2.90	2.69	0.00	0.00	5.59*
12/13/88	7511	138863	0.00	2.90	2.29	0.00	2.75	7.94*

Total Spent: 134.71

* Total Miles Driven: 15143 + 11047 (JAN & FEB 89)

Cost per mile: 0.0089

Unit Number: CD2-6

Date	R.O.#	Mileage	Tires	Oil	Parts	Sublet	MVI	TOTAL
07/29/88	6741	1681	0.00	0.00	0.72	0.00	0.00	0.72
08/18/88	6856	3636	0.00	2.90	4.88	0.00	0.00	7.78*
09/14/88	7005	5185	0.00	0.00	9.95	0.00	0.00	9.95
11/14/88	7346	10253	0.00	2.90	2.41	0.00	0.00	5.31*

Total Spent: 23.76

* Total Miles Driven: 8572 + 7784 (JAN & FEB 89

Cost per mile: 0.0028

Unit Number: CD2-8

Date	R.O.#	Mileage	Tires	Oil	Parts	Sublet	MVI	TOTAL
07/20/88	6686	341	0.00	0.00	41.31	0.00	0.00	41.31
10/04/88	7110	3404	0.00	2.90	2.41	6.00	0.00	11.31*

Total Spent: 52.62

* Total Miles Driven: 3063 + 8900 (JAN & FEB 89)

Cost per mile: 0.0172

Total Spent By This Department: 1528.30

Total Miles Driven: 1988 & 2 Mo 1989: 93904

Average Cost per Mile: 0.0231

** Cars CD2-1 and CD2-3 were turned in for auction service/sale.

351 38 AS PER ORIGINAL

Constable spends own funds for substation

y CHARLES DeMANGIN
taff Writer

The new constable of Fort Bend unty's Precinct 2 has spent $1,800 his own money to set up a substa- The precinct's commissioner ks it's time for the county to assume the burden.

But a motion by Precinct 2 Commissioner Ben Denham for $33,000 to reimburse Constable Ray Breeding and pay for substation facilities and operation was not supported by other members of Commissioners Court.

Breeding says he needs the money for putting overhead lights on the vehicles and for additional uniforms, badges and other start-up equipment. The new office in the Briargate section becomes the headquarters while the older quarters in Needville remains as the substation.

Both Denham and Breeding point out that crime is on an increase in the unincorporated areas east of Missouri City.

"We've responded to several burglaries already," says Breeding, who took office Jan. 1.

Denham says the county sheriff's office concurs that the low-income area is subject to crime. He says the substation is needed because the constable's territory is 49 miles wide.

Several commissioners, along w County Judge Jodie Stavinoha. Monday's meeting questioned wh er the around-the-clock street s veillance with marked cars Breedi proposes would conflict with patro from the sheriff's office.

"My men are out anyhow deliv ing court papers," Breeding replie

Breeding views the presence marked vehicles as a crime dete rent and Denham notes that his co stable's annual budget of $159,000 far less, for example, than Precin 3's $500,000." Denham says Breedi has been fleshing up his staff wi reserve deputies to assist a chief de uty and a deputy.

Commissioner Bob Lutts protest Breeding's wisdom in first ope an office and then seeking fun Breeding says it has "taken m couple of months to assess the di trict's needs."

Stavinoha suggested that Breedin discuss the matter with Fort Ben County Sheriff Gus George and com back to the next meeting with addi tional input on crime and othe statistics.

T BEND ADVOCATE

March 03, 1989

To: Constable Ray L. Breeding
From: Sam J. Mann, Sr. - Chief Deputy

Subject: Concerned citizens complaints.
Burgurlaries and thefts.

Dear Constable,

I am bringing to your attention some very serious concerns of mine in reference to the number of complaints that we have received and have acted upon in the past thirty (30) days here at this location. We are being praised for being here by the citizens because of our concern and response. We are also being praised by the officers from the Houston Police Department in assisting them and the citizens of our community. This office has been improved community relationship between the Police Department and the citizens of this community. Below is just a few complaints that were made by the citizens that either called or came by our office.

On February 15, 1989 1:15 P.P. - Complaint

1. Mr. Vernon Banks 6706 Macvali Drive
Phone 438-0985
Came to our office and stated his home and his neighbor's home was burgularized twice before and he believes at this time the subject is in the neighborhood again. He has notified Houston Police Department but they did not come within the two hours.
HPD Case #13791089

On February 20, 1989 9:00 A.M. - Complaint

2. Mr. & Mrs. Campbell 7535 Gulf Briar
Phone 438-6909
Rushed to our office stated they had called Houston Police Department which had not responded within 45-50 minutes, saying that someone was breaking into a house down the street from them. I then followed Mr. & Mrs. Campbell back to their residence. Upon arrival, Mr. & Mrs. Campbell pointed out the house which was being burgularized. I then went to the back fence where I confronted a teenager coming out of the house. The Houston Police Department arrived about 15 minutes later. This house was later discovered to be vacant and the teenager was turned over

CENTRAL OFFICE:
7232 W. Fuqua
Mercer City, TX 77489

MAILING ADDRESS:
P.O. Box 751
Fresno, TX 77545

NEEDVILLE STATION:
8923 Main St.
Needville, TX 77461

to his mother.
Case #15222989

February 20, 1989
Mrs. Margaret Jones 6302 Burkridge
Phone 438-7217
3. Called at 12P.M. and stated she had called Houston Police Department about 10:15 P.M. this same day, but they had not arrived. She stated that two black males were around her front door and were attempting to enter. I then called Houston Police Department myself and went to this location, but the suspects had disappeared.

February 23, 1989
Rick Harris 16310 Birddog Drive
Phone 437-4209
4. Complaint - Attempted burgulary and suspicious person driving around neighborhood.

March 01, 1989
Mrs. Carolyn Harris 15826 Galling Drive
Phone 437-5651
5. Complained stolen property from garage - bicycle with description. She also notified Houston Police Department, they had not arrived.

March 03, 1989
Mr. & Mrs. George Cordorne 7506 Donbriar
Phone 437-4459
6. Came to the office at 11:30 A.M. and informed the the receptionist of three black males coming out of a fence approximately 2 blocks from this location in a white Cadillac. I came to the front where Mr. & Mrs. Cordone went out the front doorand pointed out to me a white Cadillac with the trunk up. I observed two black males one with a red shirt on coming across the sidewalk by the fence near the entrance of the gate of this location. They then got into the white car. I jumped into my unit and rushed to the scene which took about two (2) minutes. Upon arrival the white Cadillac had turned around and was coming up in front of 15804 Alder, this was the address that was burgularized. I stopped the white Cadillac and detained the driver. I then took the driver to the fence where I had previously seen them crossing the sidewalk. Upon opening the gate I then viewed sitting on the ground:
   1. Color T.V., 1 VCR, 2 remotes controls and a box of jewelry, watches, earrings, etc..

I was on the scene some two hours before a Houston unit arrived.
Case #18601189

AS PER ORIGINAL

Along with these complaints and assist on or about February 24m 1989 unit 1212 backed up some Ft. Bend deputies on another location per dispatchers' request. I was informed there were not enough units in the area so they requested assistance. Unit 1212 also assist the Sheriff's Department in transporting some of these subjects to jail. Because of the number of citizen complaints and the magnitude of burgularies and thefts we are having in this community I am requesting that we add as soon as possible additional men and cars to meet the demands and requests of the citizens of this community. In doing our daily duty and with the additional units will put more visibility and I feel it will help to deter crime in this area.

I have been requested to meet with several civic groups this will take effect after March 15, 1989.

Your timely response will be appreciated.

Sam J. Mann, Sr.
Chief Deputy

$1.00 SUNDAY, March 5, 1989 ©1989, The Houston Post FINAL EDITION

Where you live affects HPD service

38 35

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Inconsistent response times throughout city

By Andrew Benson
OF THE HOUSTON POST STAFF

If you live in posh River Oaks, the Houston police will respond to an emergency call in an average of 6.7 minutes. But if you live in crime-ridden Acres Homes, they'll get there in an average of 10.7 minutes.

The four-minute difference in response times typifies Houston's police manpower shortage in the face of increasing crime, many say.

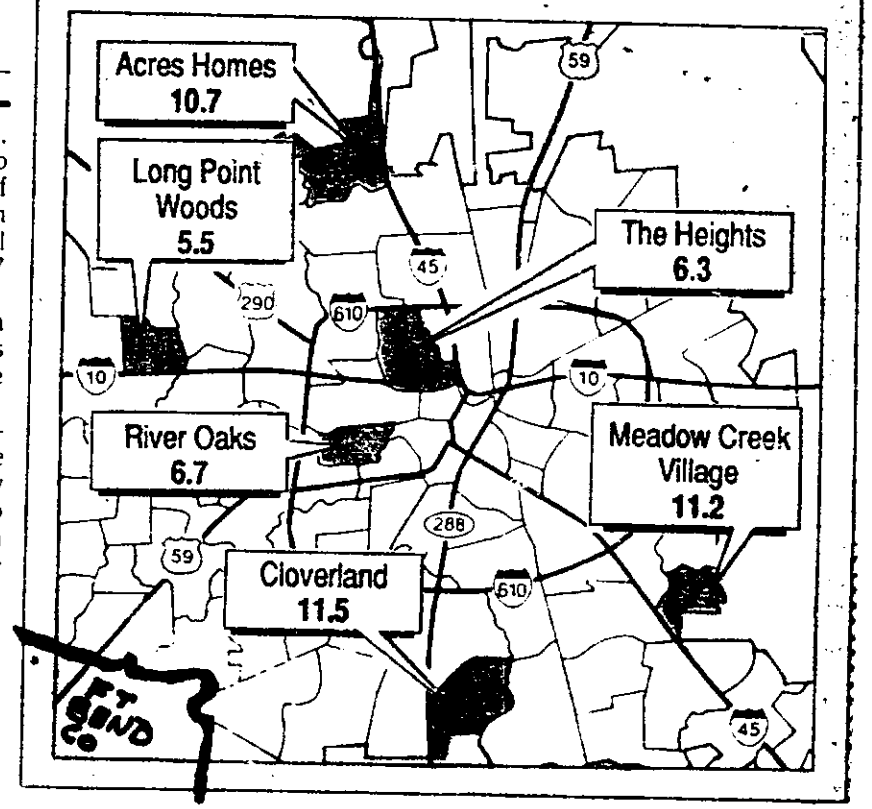
"For life-threatening emergencies, the response times should be the same citywide," said City Councilman Dale Gorczynski, who represents the Acres Homes area in north Houston. "There should be only minor variances in response times citywide. Four minutes is not a minor difference. Four minutes is a major difference."

But, according to HPD figures obtained by The Houston Post under the Texas Open Records Act, the response times across the city vary greatly, with some neighborhoods receiving police response to Priority 1 calls in less than half the time of other neighborhoods.

A Houston Police Department spokesman says that is bound to happen because the number of requests for help in any given neighborhood will vary, but some council members and a police employee group leader say that should not

CLOCKING HPD

The response time of the Houston Police Department varies around the city. Here are some of the high and low response times in certain neighborhoods. The time is in minutes. For a detailed map with more neighborhoods, see page A-15.



Post map

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Beat 16E40

Description of the Boundary:

The boundary begins at the intersection of Settemont and the Fort Bend County Line and follows the county line as it follows the Proposed South Beltway 8 southeast to the Houston City Limits. From this point on, the beat boundary follows the Houston City Limits as they turn south along Hiram Clarke to F.M. 2234, west along F.M. 2234 to South Post Oak, north along South Post Oak to Court Road, west along Court Road to the west side of Chimney Rock, south along the west side of Chimney Rock to the Houston City Limits at about McHard Road, and west along the Houston City Limits. The boundaries turn south off of McHard Road and go around several subdivisions to Fondren. They turn north on Fondren approximately two miles and then turns west to Settemont. They turn north on Settemont and goes to the Fort Bend County line at the Proposed South Beltway 8, which is where the beat boundary begins. This beat encompasses that section of the City of Houston that is in Fort Bend County. The boundaries around the beat consist either of Houston City Limits boundaries or Fort Bend County Line Limits.

THE ABOVE DESCRIPTION DEPICTS THE BOUNDARIES OF THE NEW 16-"EDWARD" PATROL DISTRICT OF H.P.D.

AS YOU CAN SEE, A LARGE AREA OF PCT 2 IN ENCOMPASSED WITHIN THIS DISTRICT.

AS PER ORIGINAL

ON-LINE OFFENSE CRIME REPORT

REPORT REQUESTED: 02/22/89 1433 REQUESTOR: 053426 LAST UPDATE: 02/09

REPORT DATE RANGE MONTH 01 TO 12 YEAR: 88 AREA: NEW DISTRICT:

OFFENSE CLASSIFICATION	REPORTS KNOWN	UNFOUND FALSE	ACTUAL-OFFENSE	CLEARED -ARREST	ACTUAL% CLEARED	REPORT% S-TOTAL	REPO G-TO
00 MURDER/NONNEG. MANSL	11	1	10	5	50.00%	2.49%	0.
01 MANSLAUGHTER BY NEGL.	0	0	0	0	0.00%	0.00%	0.
02 FORCIBLE RAPE	40	3	37	16	43.24%	9.05%	0.
03 ROBBERY	198	2	196	37	18.88%	44.80%	2.
04 AGGR ASSAULT(CLASS 1)	193	3	190	72	37.89%	43.67%	2.
PART I VIOLENT SUB-TOTAL	442	9	433	130	30.02%	9.83%	6.
05 BURGLARY	2196	7	2189	111	5.07%	54.18%	29.
06 THEFT (EXCEPT AUTO)	1289	13	1276	138	10.82%	31.80%	17.
07 AUTO THEFT	565	25	540	36	6.67%	13.94%	7.
09 ARSON	3	0	3	1	33.33%	0.07%	0.
PART I N-VIOLENT S-TOTAL	4053	45	4008	286	7.14%	90.17%	55.
PART I TOTAL-	4495	54	4441	416	9.37%	77.82%	61.
08 OTHER ASSAULTS	461	1	460	142	30.87%	35.99%	6.
10 FORG & COUNTERFEITING	33	1	32	13	40.63%	2.58%	0.
11 FRAUD	35	1	34	10	29.41%	2.73%	0.
12 EMBEZZLEMENT	3	0	3	0	0.00%	0.23%	0.
13 STO PROP-BUY,REC,POS	0	0	0	0	0.00%	0.00%	0.
14 VANDALISM	425	5	420	81	19.29%	33.18%	5.
15 WEAP - CARRYING,POSS.	34	0	34	34	100.00%	2.65%	0.
16 PROST. & COMMER. VICE	0	0	0	0	0.00%	0.00%	0.
17 SEX OFFENSES	40	11	29	17	58.62%	3.12%	0.
18 NARCOTIC DRUG LAWS	57	0	57	51	89.47%	4.45%	0.
19 GAMBLING	0	0	0	0	0.00%	0.00%	0.
20 OFFEN AGAINST FAMILY	52	18	34	6	17.65%	4.06%	0.
21 DRIVING WHILE INTOX	42	0	42	42	100.00%	3.28%	0.
22 LIQUOR LAWS	3	0	3	3	100.00%	0.23%	0.
23 DRUNKENNESS	10	0	10	9	90.00%	0.78%	0.
24 DISORDERLY CONDUCT	16	0	16	14	87.50%	1.25%	0.
25 VAGRANCY	0	0	0	0	0.00%	0.00%	0.
26 OTH OFFENSE(EXC TRAF)	70	1	69	57	82.61%	5.46%	0.
PART II TOTAL-	1281	38	1243	479	38.54%	22.18%	17.
PART I & PART II TOTAL-	5776	92	5684	895	15.75%	78.89%	78.

AS PER ORIGINAL

ON-LINE OFFENSE CRIME REPORT

REPORT REQUESTED: 02/22/89 1433 REQUESTOR: 053426 LAST UPDATE: 02/

REPORT DATE RANGE MONTH 01 TO 12 YEAR: 88 AREA: NEW DISTRIC

OFFENSE CLASSIFICATION	REPORTS KNOWN	UNFOUND FALSE	ACTUAL-OFFENSE	CLEARED -ARREST	ACTUAL% CLEARED	REPORT% S-TOTAL	RE G-
27 SUSPICION	637	3	632	10	1.58%	41.20%	
28 CURF & LOIT LAW VIOL.	0	0	0	0	0.00%	0.00%	
29 ARRESTED RUNAWAYS	242	3	239	219	91.63%	15.65%	
30 JUV MISSING PER FORM	3	3	0	0	0.00%	0.19%	
31 DEATH (NATURAL)	12	11	1	1	100.00%	0.78%	
32 DEATHS (ACCIDENTAL)	2	2	0	0	0.00%	0.13%	
33 INJURIES (NON-CRIME)	13	9	4	0	0.00%	0.84%	
34 MENTAL CASES	0	0	0	0	0.00%	0.00%	
35 SUICIDES	5	5	0	0	0.00%	0.32%	
36 SUICIDES ATTEMPTS	29	17	12	0	0.00%	1.88%	
37 OTH JURISDICTION CASE	38	0	38	19	50.00%	2.46%	
38 ADUL HANDL BY JUV DIV	0	0	0	0	0.00%	0.00%	
39 JUV NON-CRIMINAL CASE	124	98	26	4	15.38%	8.02%	
42 DEATHS (TRAFFIC)	2	0	2	1	50.00%	0.13%	
43 VIOL ROAD & DRIV LAWS	2	0	2	2	100.00%	0.13%	
44 PARKING VIOLATIONS	0	0	0	0	0.00%	0.00%	
45 OTH TRAFFIC-MOTOR VEH	201	2	199	35	17.59%	13.00%	
48 LOST, STRAYED OR STOL	179	15	164	2	1.22%	11.58%	
49 CODES GREATER THAN 48	57	54	3	0	0.00%	3.69%	
OTH NON-CRIMINAL TOTAL-	1546	224	1322	293	22.16%	21.11%	2
OFFENSE REP GRAND TOTAL-	7322	316	7006	1188	16.96%	100.00%	10

** THIS REPORT IS FOR INTERNAL USE ONLY DO NOT DISTRIBUTE OUTSIDE DEPARTME

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ON-LINE OFFENSE CRIME REPORT PAGE 1 O

REPORT REQUESTED: 02/22/89 1434 REQUESTOR: 053426 LAST UPDATE: 01/30

REPORT DATE RANGE MONTH 01 TO 12 YEAR: 87 AREA: NEW DISTRICT:

OFFENSE CLASSIFICATION	REPORTS KNOWN	UNFOUND FALSE	ACTUAL-OFFENSE	CLEARED -ARREST	ACTUAL% CLEARED	REPORT% S-TOTAL	REPO G-TO
00 MURDER/NONNEG. MANSL	10	0	10	7	70.00%	2.79%	0.
01 MANSLAUGHTER BY NEGL.	0	0	0	0	0.00%	0.00%	0.
02 FORCIBLE RAPE	26	0	26	16	61.54%	7.24%	0.
03 ROBBERY	122	1	121	29	23.97%	33.98%	1.
04 AGGR ASSAULT(CLASS 1)	201	0	201	104	51.74%	55.99%	2.
PART I VIOLENT SUB-TOTAL	359	1	358	156	43.58%	8.38%	5.
05 BURGLARY	2071	4	2067	137	6.63%	52.78%	30.
06 THEFT (EXCEPT AUTO)	1175	5	1170	162	13.85%	29.94%	17.
07 AUTO THEFT	678	29	649	61	9.40%	17.28%	9.
09 ARSON	0	0	0	0	0.00%	0.00%	0.
PART I N-VIOLENT S-TOTAL	3924	38	3886	360	9.26%	91.62%	57.
PART I TOTAL-	4283	39	4244	516	12.16%	76.89%	62.
08 OTHER ASSAULTS	433	3	430	161	37.44%	33.64%	6.
10 FORG & COUNTERFEITING	21	2	19	11	57.89%	1.63%	0.
11 FRAUD	35	2	33	5	15.15%	2.72%	0.
12 EMBEZZLEMENT	2	0	2	0	0.00%	0.16%	0.
13 STO PROP-BUY,REC,POS	4	0	4	4	100.00%	0.31%	0.
14 VANDALISM	434	7	427	73	17.10%	33.72%	6.
15 WEAP - CARRYING,POSS.	34	0	34	32	94.12%	2.64%	0.
16 PROST. & COMMER. VICE	0	0	0	0	0.00%	0.00%	0.
17 SEX OFFENSES	31	7	24	12	50.00%	2.41%	0.
18 NARCOTIC DRUG LAWS	55	0	55	53	96.36%	4.27%	0.
19 GAMBLING	0	0	0	0	0.00%	0.00%	0.
20 OFFEN AGAINST FAMILY	27	8	19	9	47.37%	2.10%	0.
21 DRIVING WHILE INTOX	95	0	95	96	101.05%	7.38%	1.
22 LIQUOR LAWS	5	0	5	4	80.00%	0.39%	0.
23 DRUNKENNESS	10	0	10	10	100.00%	0.78%	0.
24 DISORDERLY CONDUCT	14	0	14	11	78.57%	1.09%	0.
25 VAGRANCY	1	0	1	1	100.00%	0.08%	0.
26 OTH OFFENSE(EXC TRAF)	86	3	83	67	80.72%	6.68%	1.
PART II TOTAL-	1287	32	1255	549	43.75%	23.11%	18.
PART I & PART II TOTAL-	5570	71	5499	1065	19.37%	81.55%	81.

AS PER ORIGINAL

ON-LINE OFFENSE CRIME REPORT

REPORT REQUESTED: 02/22/89 1434 REQUESTOR: 053426 LAST UPDATE: 01/

REPORT DATE RANGE MONTH 01 TO 12 YEAR: 87 AREA: NEW DISTRIC

OFFENSE CLASSIFICATION	REPORTS KNOWN	UNFOUND FALSE	ACTUAL-OFFENSE	CLEARED -ARREST	ACTUAL% CLEARED	REPORT% S-TOTAL	RE G-
27 SUSPICION	533	5	528	16	3.03%	42.30%	
28 CURF & LOIT LAW VIOL.	0	0	0	0	0.00%	0.00%	
29 ARRESTED RUNAWAYS	204	0	204	184	90.20%	16.19%	
30 JUV MISSING PER FORM	4	0	4	3	75.00%	0.32%	
31 DEATH (NATURAL)	12	9	3	1	33.33%	0.95%	
32 DEATHS (ACCIDENTAL)	1	1	0	0	0.00%	0.08%	
33 INJURIES (NON-CRIME)	11	4	7	1	14.29%	0.87%	
34 MENTAL CASES	4	2	2	1	50.00%	0.32%	
35 SUICIDES	4	4	0	0	0.00%	0.32%	
36 SUICIDES ATTEMPTS	30	22	8	0	0.00%	2.38%	
37 OTH JURISDICTION CASE	49	0	49	26	53.06%	3.89%	
38 ADUL HANDL BY JUV DIV	0	0	0	0	0.00%	0.00%	
39 JUV NON-CRIMINAL CASE	97	78	19	7	36.84%	7.70%	
42 DEATHS (TRAFFIC)	1	0	1	0	0.00%	0.08%	
43 VIOL ROAD & DRIV LAWS	2	0	2	3	150.00%	0.16%	
44 PARKING VIOLATIONS	0	0	0	0	0.00%	0.00%	
45 OTH TRAFFIC-MOTOR VEH	108	2	106	53	50.00%	8.57%	
48 LOST, STRAYED OR STOL	154	5	149	2	1.34%	12.22%	
49 CODES GREATER THAN 48	46	45	1	0	0.00%	3.65%	
OTH NON-CRIMINAL TOTAL-	1260	177	1083	297	27.42%	18.45%	1
OFFENSE REP GRAND TOTAL-	6830	248	6582	1362	20.69%	100.00%	10

** THIS REPORT IS FOR INTERNAL USE ONLY DO NOT DISTRIBUTE OUTSIDE DEPARTME

CALLS FOR SERVICE NUMBER OF CALLS BY PRIORITY PAGE 1 O

REPORT REQUESTED: 02-22-89 1436 REQUESTER: 53426 LAST UPDATE: 12-

REPORT DATE RANGE MONTH 01 TO 12 YEAR: 88 AREA: NEW DISTRICT 1

******* PRIORITY *******

DAY OF WEEK	E	1	2	3	4	5	6	TO
SUNDAY	2	197	631	1781	177	149	62	29
MONDAY	0	195	590	1950	186	80	105	31
TUESDAY	1	189	557	1866	198	45	121	29
WEDNESDAY	0	167	535	1868	217	50	96	29
THURSDAY	3	183	572	1705	224	65	82	28
FRIDAY	0	187	614	1942	198	95	100	31
SATURDAY	1	258	699	1925	229	165	77	33

HOUR OF DAY	E	1	2	3	4	5	6	TO
0001-0200	0	142	323	1048	74	106	12	17
0201-0400	1	92	216	609	53	50	17	10
0401-0600	1	43	133	377	49	13	8	6
0601-0800	1	49	127	733	154	11	22	10
0801-1000	0	57	185	963	196	14	83	14
1001-1200	0	102	282	975	166	21	78	16
1201-1400	0	108	357	1146	131	35	84	18
1401-1600	0	128	412	1286	108	34	81	20
1601-1800	2	121	597	1582	157	46	89	25
1801-2000	1	177	578	1508	142	53	71	25
2001-2200	0	186	523	1420	106	96	66	23
2201-2400	1	171	465	1390	93	170	32	23

TYPE OF CALL	E	1	2	3	4	5	6	TO
HOMICIDE	1	222	577	55	1	4	2	86
BURGLARY	1	395	852	5971	135	2	61	741
ROBBERY	0	113	167	9	0	3	0	29
ACCIDENT	1	312	117	690	178	68	313	167
AUTO THEFT	0	3	68	927	810	3	4	181
FORGERY	0	0	7	15	0	3	1	2
BOMB/ARSON	0	1	4	20	0	2	0	2
SP.ASSIGNMENT	0	2	22	101	130	77	34	36
OTHERS	4	328	2384	5249	175	487	228	885
CALL TOTALS	7	1376	4198	13037	1429	649	643	2133

AVG SERV TIMES	E	1	2	3	4	5	6	TOT
RECEIVED-DISP	0.8	3.4	8.9	13.1	15.5	17.5	18.9	12.
DISP-ARRIVED	3.4	6.3	9.9	12.1	14.4	9.4	15.1	11.
ARRIVED-CLRD	228.8	69.2	41.4	45.4	59.0	20.1	36.6	46.
RECV-ARRIVED	4.2	9.8	18.8	25.2	29.8	26.9	34.0	23.
RECV-CLEARED	233.0	79.0	60.3	70.6	88.8	47.0	70.5	69.

THE ABOVE AVERAGE TIMES ARE COMPUTED USING MINUTES WHILE CAD REPORTS COMPUTES AVERAGE TIMES USING SECONDS DIFFERENCE. FOR THIS REASON, THESE AVERAGE TIMES WILL BE SLIGHTLY DIFFERENT AND NOT AS ACCURATE AS THE CAD REPORT AVERAGE TIME

CALLS FOR SERVICE NUMBER OF CALLS BY PRIORITY PAGE 1 C

REPORT REQUESTED: 02-22-89 1437 REQUESTER: 53426 LAST UPDATE: 12-

REPORT DATE RANGE MONTH 01 TO 12 YEAR: 87 AREA: NEW DISTRICT 1

******* PRIORITY *******

DAY OF WEEK	E	1	2	3	4	5	6	TO
SUNDAY	1	174	560	1570	160	122	94	26
MONDAY	1	170	469	1740	199	73	120	27
TUESDAY	0	162	426	1692	187	62	124	26
WEDNESDAY	2	134	525	1668	198	64	119	27
THURSDAY	2	160	434	1628	201	68	107	26
FRIDAY	1	168	501	1760	208	109	109	28
SATURDAY	1	185	588	1680	200	152	87	28

HOUR OF DAY	E	1	2	3	4	5	6	TO
0001-0200	0	111	329	930	81	113	20	15
0201-0400	1	79	207	565	56	22	5	9
0401-0600	0	39	98	335	49	11	6	5
0601-0800	0	32	125	645	147	13	29	9
0801-1000	0	61	170	903	167	10	95	14
1001-1200	1	71	221	868	167	21	98	14
1201-1400	0	91	259	976	128	31	96	15
1401-1600	1	105	354	1135	125	45	102	18
1601-1800	1	124	464	1402	128	53	87	22
1801-2000	0	140	431	1361	90	68	103	21
2001-2200	0	163	440	1326	104	103	80	22
2201-2400	4	137	405	1292	111	160	39	21

TYPE OF CALL	E	1	2	3	4	5	6	TO
HOMICIDE	0	175	410	31	6	3	1	6
BURGLARY	0	379	873	5188	116	0	26	658
ROBBERY	0	59	85	2	0	0	0	1
ACCIDENT	0	199	89	565	197	88	408	15
AUTO THEFT	0	6	47	851	786	0	16	170
FORGERY	0	0	3	6	0	0	0	
BOMB/ARSON	0	0	0	14	0	0	0	1
SP.ASSIGNMENT	0	2	21	101	94	44	10	27
OTHERS	8	333	1975	4980	154	515	299	826
CALL TOTALS	8	1153	3503	11738	1353	650	760	1916

AVG SERV TIMES	E	1	2	3	4	5	6	TOT
RECEVED-DISP	1.6	2.7	7.1	10.3	13.7	10.9	15.5	9.
DISP-ARRIVED	24.9	5.9	8.8	11.3	14.2	10.2	12.6	10.
ARRIVED-CLRD	67.5	65.8	36.7	43.3	56.2	13.0	31.1	43.
RECV-ARRIVED	26.5	8.6	15.9	21.7	27.9	21.1	28.2	20.
RECV-CLEARED	94.0	74.4	52.6	64.9	84.0	34.1	59.2	63.

THE ABOVE AVERAGE TIMES ARE COMPUTED USING MINUTES WHILE CAD REPORTS COMPUTE AVERAGE TIMES USING SECONDS DIFFERENCE. FOR THIS REASON, THESE AVERAGE TIME WILL BE SLIGHTLY DIFFERENT AND NOT AS ACCURATE AS THE CAD REPORT AVERAGE TIM

AS PER ORIGINAL

March 6, 1989

Dear Commissioner Ben Denham,

I am writting to thank you and Mr. Ray Breedings Precints Deputies for a job well done. It was Friday March 3, 1989 when someone saw a burglary in progress at my residence, 5902 Alger. Fortunately Precint 2 office was in sight of whom ever reported the robbery.

Chief Deputy A. J. Mann Sr, and deputies responded to the call of duty. They apprehended a suspect and possible accomplices in a white cadilac car. Soon afterward the H.P.D were summoned. His response is very much appreciated by my entire family and neighbors.

Their presents in our neighborhood can only be for the betterment of our area. I support Constables Precinct 2 new office of Fort Bend county and hope that you and your staffs such as this new office stay around. From a supportive citizen I thank you again.

Sincaly, Mario A. Cortez
5902 Alger
Missouri City, Texas 77489

1989 MAR -3 PM 2:00

AS PER ORIGINAL

March 1, 1989

Mr. Ray Breeding
Constable - PCT 2
Fort Bend County
7232 West Fuqua
Missouri City, Texas 77489

Dear Constable Breeding:

On February 20, 1989, I was involved in an accident in the South Gessner/U.S. 59 South area during the evening hours. Moments after the accident occurred, Sergeant Rosendo Rosales appeared on the accident scene. Even though he was on his way to serve legal papers to an individual at Southwest Memorial Hospital, Sergeant Rosales stopped to lend his assistance.

Sergeant Rosales could not have done a finer job. He stayed with both myself and the other individual involved in the accident, even though neither of us were injured. He notified the Houston Police Department immediately after the accident had occurred, and he remained on the scene when the police arrived one and one-half hours later. He also took me safely back to my apartment after he had served his papers at the hospital. He, in my opinion, did an outstanding job. Please pass on to Sergeant Rosales my deep appreciation. God bless you all.

Sincerely yours,

Rebecca Kate Edwards

Rebecca Kate Edwards

3/7/89
Sam J Moore
3/7/89
sgt JW Caldwell

W Embree
3/8/89

March 6, 1989

Dear Mr. Ray Belding, and Deputies,

Thank you for having established an office in our area. Because of your office quick response to a burgarly at my residents', a suspect was apprehended at 15802 Alger, Missouri City; March 3, 1989. someone notified Chief Deputy H. J. Mann Sr., and deputies that someone was seen at my home burglarizing my property. His response is very much appreciated. I Mario A. Cortez and my family are thankful for your quick assistance. Your presents in our neighborhood can only be for the betterment of our safety and well being. I support Constables Precinct 2 new office of Fort Bend County and hope that you will stay around. From a supportive citizen I thank you again.

Sincerly

Mario A. Cortez
15802 Alger
Missouri City, Texas 77489

AS PER ORIGINAL

Dear C. Breeding & C.R. Mann,

Just a note to say thank you for your Kind Contribution, to help make our fund raising project for my Church a great success. Our Basketball tournament turned out real well.

Thanks again for donating the soda fountain.

Also:

I want to personally invite you and your Organization to come to my Church on the fourth Sunday evening in Feb. at 5pm. I will be sponsoring a Black History program, and our own Black Historian Mr. Willie Rollins will be the speaker. So please tell everyone for me. I'll be in touch.

Sincerely,
Carolyn Jones

AGENDA ITEM
#9

INVOICE ITEMS FOR COURT AGENDA/ACTION:

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

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

DATE: March 8, 1989

RE:
1. CONTRACTORS PAYMENT REQUEST #19
2. ARCHITECTS SUPERVISION FEE

PROJECT: FORT BEND COUNTY COURTHOUSE ANNEX II

1. LEBCO CONSTRUCTORS, INC.: $134,658

2. DI STEFANO & ASSOCIATES, INC.: $1,885.21
(134,658 x 7% x 20%)

Chris Di Stefano
CHRIS DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer

38 368

AS PER ORIGINAL

APPLICATION AND CERTIFICATE FOR PAYMENT

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

TO (OWNER): Fort Bend County Commissioners Court
Hon. Judge Jodie Stavinoha, County Judge
P.O. Box 368, Richmond, TX 77469

PROJECT: F. Bend County Courthouse Annes II

APPLICATION NO: 19

PERIOD TO: 2-28-89

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR): Lebco Constructors, Inc.
P.O. Box 991949
Houston, Texas 77215

VIA (ARCHITECT): Distefano Architect
2500 City West Blvd. #2010
Houston, TX 77042

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: July 20,1987

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		491,746	
Approved this Month			
Number	Date Approved		
9		81,641	
TOTALS		573,387.00	
Net change by Change Orders		573,387.00	

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

VICKIE ROE
Notary Public State of Texas
My Commission Expires 10/11/92

CONTRACTOR:

By: Don Stephens Date: 3-8-89

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

1. ORIGINAL CONTRACT SUM ..... $ 5,265,600.00
2. Net change by Change Orders ..... $ 573,387.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... $ 5,838,987.00
4. TOTAL COMPLETED & STORED TO DATE ..... $ 5,708,115.00
   (Column G on G703)
5. RETAINAGE:
   a. ____ % of Completed Work $ 285,404.00
   (Column D + E on G703)
   b. ____ % of Stored Material $ _____
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ 285,404.00
6. TOTAL EARNED LESS RETAINAGE ..... $ 5,422,711.00
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... $ 5,288,053.00
8. CURRENT PAYMENT DUE ..... $ 134,658.00
9. BALANCE TO FINISH, PLUS RETAINAGE ..... $ 416,276.00
   (Line 3 less Line 6)

State of: TEXAS County of: HARRIS
Subscribed and sworn to before me this 14 day of Oct ,19 92
Notary Public: Vickie Roe
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 134,658.00
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Chris Di Stefano Date: 3-8-89

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.

2/01/89 TO 2/28/89

369 38

AS PER ORIGINAL

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
1	GENERAL CONDITIONS	177,281	173,735			173,735	98	3,546	8,687
2	TESTING LABORATORY	20,000	20,000			20,000	100		1,000
3	DEMOLITION	16,257	16,257			16,257	100		813
4	DIRTWORK	23,588	23,116	472		23,588	100		1,179
5	TERMITE TREATMENT	712	712			712	100		36
6	SITE CONCRETE	25,416	24,908	508		25,416	100		1,271
7	ASPHALT PAVING	13,375	13,108			13,108	98	267	655
8	BUILDING CONCRETE	752,430	752,430			752,430	100		37,622
9	REINFORCING	235,564	235,564			235,564	100		11,778
10	PRECAST PLANKS	16,217	16,217			16,217	100		811
11	MASONRY	518,135	518,135			518,135	100		25,907
12	STRUCTURAL STEEL	128,937	128,937			128,937	100		6,447
13	CARPENTRY	16,729	16,729			16,729	100		836
14	MILLWORK & DOORS	106,032	106,032			106,032	100		5,302
15	BUILT-UP ROOFING	98,937	98,937			98,937	100		4,947
16	DAMPPROOFING/FLASHING	47,793	47,793			47,793	100		2,390
17	HOLLOW METAL	13,229	13,229			13,229	100		661
18	GLASS & GLAZING	191,947	191,947			191,947	100		9,597
19	FINISH HARDWARE	73,000	73,000			73,000	100		3,650
20	ALUM DOOR FRAMES	31,149	31,149			31,149	100		1,557
21	DRYWALL	225,094	225,094			225,094	100		11,255
22	LATH & PLASTER	2,911	2,911			2,911	100		146
23	PAINTING	54,040	51,338	2,702		54,040	100		2,702
24	ACCOUSTICAL CEILINGS	104,426	102,337	2,089		104,426	100		5,221
25	RESILIENT FLOORING	87,263	84,645	2,618		87,263	100		4,363
26	CERAMIC TILE	27,430	27,430			27,430	100		1,372
27	MARBLE WORK	210,868	206,651	4,217		210,868	100		10,543
28	SPRAY FIREPROOFING	4,073	4,073			4,073	100		204
29	TOILET ACCESSORIES	10,502	10,502			10,502	100		525
30	FLAGPOLES	2,065	2,065			2,065	100		103
31	GRAPHICS	15,000	11,250			11,250	75	3,750	563
32	DIRECTORY & SIGN	3,400						3,400	
33	FLOOR MATS	2,066	2,066			2,066	100		103
34	MOVABLE PART. SHELVES	35,596						35,596	
35	APPLIANCES	4,105	4,105			4,105	100		205
36	METAL SHELVING	5,000						5,000	
37	WIRE MESH PARTITION	1,230	1,230			1,230	100		62
38	METAL LOUVERS	10,020	10,020			10,020	100		501
39	FIRE EXTING./CABINET	1,743	1,743			1,743	100		87
40	DROP BOX DOOR & FRAME	3,616	3,616			3,616	100		181
41	FLOOR DOORS	733	733			733	100		37
42	CARD ACCESS SYSTEM	14,537	14,537			14,537	100		727
43	BLINDS	3,063						3,063	
44	PEDESTALS & BENCHES	11,101	5,551	2,775		8,326	75	2,775	416
45	ELEVATORS	273,882	273,882			273,882	100		13,694
46	H V A C	660,343	653,740	6,603		660,343	100		33,017
47	AIR TEST & BALANCE	42,000	10,500			10,500	25	31,500	525
48	PLUMBING	205,729	203,672	2,057		205,729	100		10,286
49	FIRE PROTECTION	103,486	102,451	1,035		103,486	100		5,174
50	ELECTRICAL	544,623	539,177	5,446		544,623	100		27,231

3-9-89

38 370

AS PER ORIGINAL

TSAI03 3/07/89 LEBCO CONSTRUCTORS PAGE 3

10760000 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 18

2/01/89 TO 2/28/89

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
51	PROJECTION SCREEN	2,143	2,143			2,143	100		107
52	FEES/BOND/INSURANCE	86,784	86,784			86,784	100		4,339
53	CHANGE ORDER #1	86,089	86,089			86,089	100		4,304
54	CHANGE ORDER #2	22,606	22,606			22,606	100		1,130
55	CHANGE ORDER #3	11,494	11,494			11,494	100		575
56	CHANGE ORDER #4	118,938	118,938			118,938	100		5,947
57	CHANGE ORDER #5	50,485	50,485			50,485	100		2,524
58	CHANGE ORDER #6	167,103	125,327	33,421		158,748	95	8,355	7,937
59	CHANGE ORDER #7	35,031	5,255	20,668		25,923	74	9,108	1,296
60	CHANGE ORDER #8	8,144		8,144		8,144	100		407
61	CHANGE ORDER #9	81,641		48,985		48,985	60	32,656	2,449
	TOTAL COSTS	5,847,131	5,566,375	141,740	0	5,708,115		139,016	285,404
	JOB TOTALS	5,847,131	5,566,375	141,740	0	5,708,115	98	139,016	285,404

3/9/89

10. CONSIDER APPROVAL OF CHANGE ORDER #9 FROM LEBCO CONSTRUCTORS FOR TRAVIS ANNEX:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept change order #9 from Lebco Constructors for Travis Annex totaling $81,640. (Recorded in minutes in full)

11. CONSIDER AUTHORIZING ADDITIONAL WORK AND CHANGES TO EMERGENCY POWER SYSTEM IN TRAVIS ANNEX:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize additional work and changes to emergency power system in Travis Annex, as presented by Neville Lancaster. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize adding a door between the County Clerk's building and the William B. Travis Annex due to fire code requirements.

12. CONSIDER OPPOSITION TO SENATE BILL 365 CONCERNING PROPOSAL TO LEVY FEES AGAINST PUBLIC RETIREMENT SYSTEMS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to oppose Senate Bill 365 concerning proposal to levy fees against public retirement systems. (Recorded in minutes in full)

13. CONSIDER SICK LEAVE EXTENSION FOR JUVENILE PROBATION DEPT. EMPLOYEE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize extended sick leave of 14 work days for James Clack, Juvenile Probation Dept. employee. (Recorded in minutes in full)

14. CONSIDER SETTING PUBLIC HEARING DATE TO REDUCE SPEED LIMITS AT PARK IN PROVIDENCE SUBDIVISION, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set public hearing date to reduce speed limits at park in Providence Subdivision, Pct. 3 on April 10, 1989 at 10 a.m.

15. CONSIDER ADVERTISING FOR BIDS FOR CONCRETE WORK AT PCT. 3 MAINTENANCE FACILITY ON ELDRIDGE RD.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for concrete work at Pct. 3 Maintenance Facility on Eldridge Rd.

16. CONSIDER APPROVAL OF PLAT FOR WILLOW FORK, SEC. 1, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve plat for Willow Fork Sec. 1, in Pct. 3.

38 372

UPON COMPLETE EXECUTION, RETURN THIS COPY TO AGENDA ITEM #10

AS PER ORIGINAL

CHANGE ORDER

AIA DOCUMENT G701

Distribution to:
- OWNER ☒
- ARCHITECT ☐
- CONTRACTOR ☐
- FIELD ☐
- OTHER ☐

PROJECT: FT. BEND COUNTY COURTHOUSE ANNEX II
(name, address) Richmond, Texas

CHANGE ORDER NUMBER: NINE (9)

INITIATION DATE:

TO (Contractor):

LEBCO CONSTRUCTORS INC.
P.O. Box 770394
Houston, Texas 77215

Attn: Rodney Ledet

ARCHITECT'S PROJECT NO: 8502

CONTRACT FOR: General Construction

CONTRACT DATE: July 20, 1987

You are directed to make the following changes in this Contract:

1.	Add masonry room penthouse	ADD:	$ 6,138
2.	Add (11) movable partitions	ADD:	10,936
3.	Miscellaneous Additions	ADD:	10,954
4.	Additional carpet	ADD:	3,120
5.	Additional hardware	ADD:	7,443
6.	Additional shelving	ADD:	17,794
7.	Miscellaneous electrical work	ADD:	13,946
8.	Data communications and phone additions	ADD:	11,309
	TOTAL THIS CHANGE ORDER:		$81,640

(See attached for breakdown)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (~~Guaranteed Maximum Cost~~) was ..... $ 5,265,600
Net change by previously authorized Change Orders ..... $ 499,893
The (Contract Sum) (~~Guaranteed Maximum Cost~~) prior to this Change Order was ..... $ 5,765,493
The (Contract Sum) (~~Guaranteed Maximum Cost~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order ..... $ 81,640
The new (Contract Sum) (~~Guaranteed Maximum Cost~~) including this Change Order will be ... $ 5,847,133
The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by (14) Days.
The Date of Substantial Completion as of the date of this Change Order therefore is

DI STEFANO & ASSOCIATES, INC.	LEBCO CONSTRUCTORS INC.	Authorized: COUNTY OF FORT BEND
ARCHITECT 2500 CityWest, #2010	CONTRACTOR P.O. Box 770394	OWNER P.O. Box 368
Address Houston, TX 77042	Address Houston, TX 77215	Address Richmond, TX 77469
BY Chris Di Stefano	BY [signature]	BY
DATE 3/3/89	DATE 3/6/89	DATE

AIA DOCUMENT G701 • CHANGE ORDER • APRIL 1978 EDITION • AIA® • © 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

G701 — 1978

AS PER ORIGINAL

PROJECT: FORT BEND COURTHOUSE - CHANGE ORDER NO. 9
DATE OF BID:
PREPARED BY:

DIV. SEC. NO.	ITEM OF WORK		
	ADD ANTENNAE BRACKETS	1815	— N/O
	ADD MASONRY ROOM PENTHOUSE	6138	
	ADD PLATE @ JURY BENCH	441	
	ADD HOLES IN GLASS ROOMS 125 & 126	898	
	ADD CORK BULLETIN BOARD	894	— N/O
	ADD UPRIGHT FREEZER	827	— N/O
	ADD CARPET TO ROOM 236	426	
	ADD CARPET TO ROOM 123, 127 & 526	2694	
	RELOCATE STORED MATERIALS	2740	
	ADD 11 MOVABLE PARTITIONS	10936	— N/O.
	ADD 38 LIGHT FISTURES @ SHELVING	8749	— N/O
	ADD SHEET METAL SHROUD & SPRINKLER HEAD	2268	
	ADD CONVEX MIRROR ROOM 222	437	
	ADD ONE WAY GLASS TO RM 220	253	
	ADD SHELF RM 126 & CABINET RM 222	1217	
	ADD MTL SHELVES PENTHOUSE	7828	— N/O
	ADD 8 KEYCABINETS	778	
	ADD 30 LOCKS	6665	
	ADD SPRINKLER SLEEVES MATERIAL	381	
	MISCELLANEOUS ELECTRICAL CHANGES	0	
	SPEAKERS IN JURY RM 346	4447	
	DATE/TELE RM 514	279	
	EMERGENCY LIGHT RM 220	166	
	EMERGENCY LIGHT RM 114	200	
	WIREMOLD TELE CLOSETS	960	
	RECEPTACLE 4TH FL CLOSET	139	
	ADD OUTLET RM 228	433	
	ADD OUTLET RM 112	167	
	DATA & TELE RM 213	360	
	DATA & TELE RM 236	416	
	ADD OUTLETS RM 145	1186	
	CABLE FOR DATA & TELE RM 137 & 145	5268	
	TELE OUTLETS RM 633	120	
	INSTALL POWER POLES	1137	
	INSTALL POWER POLES	215	
	DATA & TELE RM 346	391	
	DATA OUTLET CLERK'S DESK	577	
	ADD PHONE OUTLETS @ PENTHOUSE	1349	
	TELE TO J.P. STAND	159	
	DATA, TELE & RECPT RM 524 & 526	1256	
	2 X 4 LAY-IN TELE CLOSET	174	
	POWER TO LAWN SPRINKLER	150	
	OUTLET ADD & RAISED RM 624	596	
	ADD 24 FIXTURES TO COVE LIGHTING	4469	
	CHANGE 2X2 TO 2X4 FIXTURE @ N.VESTIBULE	363	
	ADD 3 WAY SWITCH RM 623	143	
	HOOK UP ELECTREIVERS	135	
		0	
		81,640	

#11

AGENDA ITEM

38 374

March 9, 1989

TO: Commissioners O'Shieles, Denham, Pressley, Lutts
County Clerk, Dianne Wilson
Lebco
Hargrave Electric
Chris DiStefano and Associates

FROM: Neville Lancaster, Sr.

RE: Backup Information for Agenda of Monday, March 13, 1989

---

1. Change control air comp. to emergency power
2. Change AIR DRVER to emergency power
3. Add GEN. annuciator to 6th floor radio room
4. Change 6th floor bathrooms to emergency power
5. Add tele. to 1st floor vault (County Clerk)
6. Add tele. exit lights to 2nd floor (District Attorney)
7. Change emergency override system to shutdown A/C controls
8. Add tele. to southwall 633
9. Add tele. to southwall 632
10. Add data and tele. to southwall reception area 6th floor
11. Add recept to southwall 632
12. Add recept to northwall 625
13. Add wiremold to westwall 625
14. Add wiremold to east and westwalls 626
15. Add wiremold to north and southwalls - 12" below ceiling in 627
16. Add wiremold to north and southwalls in radio equip. room for radio equipment (5 circuits-20A)
17. Change entire emergency management suite to emergency power including all new wiring, receptacles and lighting. Possible addition of transformer and panel
18. Change domestic water pump to emergency power.
19. Provide 1000' of RG6/U type plenum wire for antennaes (state code required)
20. Change card reader controls to emergency power

MARCH 10, 1989

TO: Commissioners O'Shieles, Denham, Pressley, Lutts
County Clerk, Dianne Wilson
Lebco
Hargrove Electric
Chris DiStefano and Associates

FROM: Neville Lancaster, Sr.

RE: Backup Information for Agenda of Monday, March 13, 1989

Change 3 thermostat locations	372.00
Sprinkler system water tie-in	347.00
Fabricate/install penthouse elevator ladder (machine room)	1737.00
Provide 6th floor blinds	1178.00
SECTION I SUB-TOTAL (from previous sheet)	14,765.00

12

38 376

County of Fort Bend

Kathy Hynson
County Treasurer

P.O. Box 1208
Richmond, Texas 77469

February 23, 1989

To: Elected Officials of Fort Bend County
From: Kathy Hynson, Member of TCDRS Board of Trustees

RE: Senate Bill 365

Attached you will find correspondence I received from J. Robert Brown, Director of our Retirement System concerning this proposed legislation. It appears to me that the State has established a new bureaucratic board and has failed to provide funds to run it. This particular piece of legislation will be very detrimental to the funds that belong to our Retirement System. With all the public retirement systems in the State contributing to the financing of this board you can see what a wonderfully financed operation the State will have without having to contribute a penny. Please contact our Representatives, Senators, and the members of the Senate Finance Committee and oppose this piece of legislation.

Texas County and District Retirement System

400 WEST 14TH STREET • AUSTIN, TEXAS 78701
PHONE 512/476-6651

Kathy Johnson

February 20, 1989

TO: TCDRS Board of Trustees

FROM: J. Robert Brown, Director

RE: Senate Bill 365 by Leedom

I am enclosing a copy of Senate Bill 365 (filed by Leedom) for your immediate review, please.

This bill has been referred to the Committee on Finance. The bill creates a source of financing for the Pension Review Board by levying a fee of $.50 per member (including both employee-member and annuitants) on all public retirement systems in Texas, with the membership fee paid to be from each System's investments earnings. As of December 31, 1988, TCDRS had more than 80,000 employee-members and annuitants; if the $.50 per member fee is enacted, the cost to TCDRS would be in excess of $40,000.00 per year.

It is our opinion that the Pension Review Board should not levy fees of any type against public employee retirement systems. The Pension Review Board is a State agency, and as such, it should be funded by legislative appropriations along with all other State agencies. If the Pension Review Board can levy membership fees against the investment income of public retirement systems, precedent would be set for other State agencies, either already existing or created in the future, to likewise levy fees against public retirement systems.

It is my desire to contact member county officials of TCDRS and request that they contact their respective Senators and express opposition to Senate Bill 365. We, of course, particularly desire at this time that the Senators on the Finance Committee be contacted promptly. For your personal reference I am enclosing a listing of the members of the Finance Committee.

Chairman John Gayle and I request your blessings to proceed on this matter and, if you will, I would appreciate it if you would give me a telephone call as quickly as you can.

Incidentally, I am also enclosing a draft memorandum (prepared by Gaynor Kendall) regarding Senate Bill 365 which gives some background and detail on the subject.

JRB/jm
Enclosures

17-18--275 A BILL TO BE ENTITLED AS PER ORIGINAL

AN ACT

relating to a source of financing for the State Pension Review Board.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 11.112(c), Title 110B, Revised Statutes, is amended to read as follows:

(c) The legislature may appropriate funds from the State Pension Review Board [general-revenue] fund to the board for the payment of staff salaries and operating expenses of the board. If the amount of money in the State Pension Review Board fund is estimated to be insufficient to pay staff salaries and board operating expenses, the legislature may make additional appropriations to the board from the general revenue fund.

SECTION 2. Subchapter B, Chapter 11, Title 110B, Revised Statutes, is amended by adding Section 11.113 to read as follows:

Sec. 11.113. FUND. (a) The State Pension Review Board fund is created in the state treasury. Money in the fund may be appropriated only to pay staff salaries and operating expenses of the board.

(b) In this section:

(1) "Active member" means a person who is on the payroll of an employing entity included in the coverage of a public retirement system and who receives credit in the retirement system for service performed in the position for which the person is paid.

1 (2) "Annuitant" means a person who receives periodic
2 payments from a public retirement system that are based on service
3 that was credited in the retirement system to a person who was an
4 active member.
5 (c) Each public retirement system shall make an annual
6 contribution to the board of 50 cents for each active member or
7 annuitant of the retirement system as of September 1 of the year
8 for which the contribution is made. The contribution is payable in
9 a lump sum from the investment income of the retirement system. If
10 the investment income of a public retirement system for the year
11 preceding a deadline for a contribution required by this subsection
12 is less than the amount of the contribution, payment in the amount
13 of the investment income is considered full payment of the
14 contribution. If a public retirement system receives no investment
15 income for the year preceding a contribution deadline, no
16 contribution is due for that period.
17 (d) Each public retirement system shall certify to the
18 board and to the comptroller of public accounts the amount of the
19 annual contribution made as required by Subsection (c) of this
20 section and shall remit that contribution to the comptroller before
21 October 1 of that year. The comptroller by rule may prescribe the
22 form and content of certifications. The comptroller shall deposit
23 remittances received under this subsection in the State Pension
24 Review Board fund.
25 SECTION 3. This Act takes effect September 1, 1990.
26 SECTION 4. The importance of this legislation and the
27 crowded condition of the calendars in both houses create an

1 emergency and an imperative public necessity that the
2 constitutional rule requiring bills to be read on three several
3 days in each house be suspended, and this rule is hereby suspended.

MEMBERS OF SENATE
FINANCE COMMITTEE

Kent A. Caperton, Chairman

Bob Glasgow, Vice-Chairman

Gonzalo Barrientos

Chet Brooks

O. H. "Ike" Harris

Eddie Bernice Johnson

Cyndi Krier

Bob McFarland

John T. Montford

Carl A. Parker

H. Tati Santiesteban

William M. "Bill" Sims

Carlos F. Truan

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

AS PER ORIGINAL

March 06, 1989

TO: Members of Commissioners Court

FROM: Richard Selleh, Personnel Director

SUBJECT: Extended Sick Leave for Fort Bend County Juvenile Probation Department Employee

In his letter to me Mr. Dennis McAfee covers the situation well. There is no indication that Mr. James A. Clack ever abused the county sick leave policy before he became ill. Under our extended sick leave policy Mr. Clack is eligible to fourteen work days extended sick leave.

Mr. Clack started working for Fort Bend County on May 10, 1982. I had to go back to the July 26, 1986 "Sick, Vacation, and Comp. Time Report" to find the time that Mr. Clack started using his time because of his illness. At that time Mr. Clack had 165.94 hours of sick time and 94.92 hours of vacation time to his credit.

It is my recommendation that Mr. Clack be granted fourteen work days extended sick time.

RECEIVED MAR 9 1989

FORT BEND COUNTY JUVENILE PROBATION DEPARTMENT

307 South Fort, Richmond, Texas 77469
(713) 341-4423

CHIEF JUVENILE PROBATION OFFICER
Dennis A. McAfee

JUVENILE BOARD

HON. THOMAS R. CULVER, III
Chairman

HON. WALTER S. McMEANS

HON. C. A. DICKERSON

HON. BRADY G. ELLIOTT

HON. THOMAS O. STANSBURY

HON. JODIE STAVINOHA

March 3, 1989

Richard Selleh
Personnel Director
County Courthouse Annex
Richmond, Texas 77469

Dear Mr. Selleh:

On May 10, 1982, Mr. James A. Clack began work for the Fort Bend County Juvenile Probation Department as a Detention Officer. Mr. Clack has been a dedicated and faithful employee and has performed his job in an excellent manner.

Unfortunately, during the last 12 months Mr. Clack has become seriously ill and has been forced to extend all of his earned comp. time, sick leave, and vacation time in battling this illness. At this time the final outcome of this serious illness is not certain.

Therefore, we respectfully request that Mr. Clack be granted 14 working days extension of his sick leave based on the Sick Leave Policy.

Consideration for this request would be greatly appreciated.

Sincerely,

Dennis A. McAfee

Dennis A. McAfee
Chief Juvenile Probation Officer

DAM/rm

17. CONSIDER APPROVING REPLACEMENT LETTER OF CREDIT FOR WESTON LAKES, SEC. 7 & 8, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve replacement letter of credit for Weston Lakes, Sec. 7 & 8, Pct. 4. (Recorded in minutes in full)

18. CONSIDER APPROVING PLAT FOR ROBINSON LANDING, SEC. 2, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for Robinson Landing, Sec. 2, Pct. 4.

19. CONSIDER APPROVING REPLAT FOR THE GREENS, SEC. 2-A, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone approving replat for The Greens, Sec. 2-A, Pct. 4.

20. CONSIDER APPLICATION FROM HANSON MINERALS CO. TO LAY PIPELINE UNDER VOSS RD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Hanson Minerals Co. to lay pipeline under Voss Rd., Pct. 3. Performance Bond in the amount of $2,000 was presented to Commissioners' Court. (Recorded in minutes in full)

21. CONSIDER APPLICATION FROM MISCHER PAVING & UTILITY CO. TO TIE IN SPYGLASS HILL DR., PERDIDO BAY DR., & FRY CT. TO FRY RD., AND CUT AN ESPLANADE OPENING ON FRY RD., PCT. 3.:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Mischer Paving & Utility Co. to tie in Spyglass Hill Dr., Perdido Bay Dr., & Fry Ct. to Fry Rd., and cut an esplanade opening on Fry Rd., Pct. 3. (Recorded in minutes in full)

22. CONSIDER APPLICATION FROM SABINE CORP. TO LAY CONDUIT BORED UNDER W. TAVENER RD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Sabine Corp. to lay conduit bored under W. Tavener Rd., Pct. 4. Check from Terra Resources in the amount of $2,000 was presented to Commissioners' Court. (Recorded in minutes in full)

23. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE BORED UNDER BOIS D'ARC., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Southwestern Bell Telephone to lay cable bored under Bois D'Arc, Pct. 4. (Recorded in minutes in full)

24. CONSIDER TAKING ACTION ON UNRECORDED SUBDIVISIONS WHERE LAND TRANSACTIONS ARE OCCURRING:

Postponed.

38 385

United Savings

ASSOCIATION OF TEXAS FSB

5718 Westheimer, Suite 600, Executive Offices
3200 Southwest Freeway, Suite 2000
P.O. Box 1370, Houston, Texas 77251-1370, 713/963-6500

AS PER ORIGINAL

IRREVOCABLE NONTRANSFERABLE LETTER OF CREDIT: #89-03
AMOUNT: $252,850.00
EXPIRATION DATE: March 7, 1990

March 7, 1989

TO: Fort Bend County Judge
Courthouse
Richmond, Tx. 77469

We hereby authorize you to value on United Savings Association of Texas FSB ("USAT") of the City of Houston, Texas, for any sum or sums up to the aggregate of Two Hundred Fifty-Two Thousand Eight Hundred Fifty and no/100 U.S. dollars ($252,850.00) on behalf of United Financial Corporation under its obligations to you under the Fort Bend County Subdivision regulations, to construct and maintain the roads or streets in the subdivision known as Weston Lakes, Section Seven (7), in accordance with the duly enacted subdivision regulations of said County.

This Letter of Credit shall be valid until the earlier of either:

(1) March 7, 1990: or

(2) the completion of all roads in the subdivision in accordance with the required specifications and to the satisfaction of the Fort Bend County Engineer and the approval by the Fort Bend County Commissioners' Court of provisions for the maintenance of such roads.

It is understood and agreed that the road construction obligations and the maintenance obligations covered by this Letter of Credit are separate and independent obligations and that, upon satisfaction of either of said obligations, the undersigned shall be entitled to reduce that portion of this Letter of Credit which is attributable to the obligations which have been satisfied.

This Letter of Credit is payable to you upon presentation of sight draft(s) drawn on us together with presentation of this original Irrevocable Letter of Credit at United Savings Association of Texas, 5718 Westheimer, Suite 600, Houston, Texas, accompanied by your written certificate signed by any person purporting to be an authorized officer of Fort Bend County, Texas in substantially the form of one of the Certificate forms attached hereto as Schedule I or Schedule II, with all blanks in such form completed.

89 MAR -7 P2:06

AD-515

Fort Bend County Judge
March 7, 1989
Irrevocable Letter of Credit #89-03

We hereby agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation to the Drawee. All drafts drawn hereunder must state on their face "drawn under United Savings Association of Texas Letter Credit #89-03 dated March 7, 1989." The original of this Letter of Credit must accompany any drawings presented to us hereunder.

This credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1983 Revision) International Chamber of Commerce, Publication No. 400, or any revisions thereto.

Sincerely,

UNITED SAVINGS ASSOCIATION OF TEXAS FSB

Raymond L. Chilton, Jr.
Senior Vice President

RC/gm
westonl.lt

SCHEDULE I

Certificate for Draw Under Letter of Credit Within 30 Days of Expiration

FORT BEND COUNTY, TEXAS, ("Beneficiary"), acting herein by and through its duly authorized undersigned officer, to satisfy one of the conditions to drawing against United Savings Association of Texas FSB ("United Savings") Irrevocable Letter of Credit #89-03 (the "Letter of Credit"), hereby certifies to United Savings that the Letter of Credit will expire in accordance with its terms less than thirty (30) days after the date of this Certificate and the Beneficiary has not received a replacement Letter of Credit in like amount and like import which is effective to extend the expiry date of the Letter of Credit to a date which is at least one (1) year after the issue date of such replacement Letter of Credit, and therefore Beneficiary is entitled to draw the entire undrawn balance of the Letter of Credit.

EXECUTED ON THIS_____day of_____, 1989.

FORT BEND COUNTY, TEXAS

By:_____
Name:_____
Title:_____

SCHEDULE II

Certificate for Draw Under Letter of Credit
Because of Default

FORT BEND COUNTY, Texas ("Beneficiary"), acting herein by and through its duly authorized undersigned officer, to satisfy one of the conditions to drawing against United Savings Association of Texas FSB ("United Savings") Irrevocable Letter of Credit #89-03 (the "Letter of Credit"), hereby certifies to United Savings that United Financial Corporation has completed construction and installation of the underground utilities necessary to serve and drain the subdivision known as Weston Lakes, Section 7 (the "Subdivision") and thereafter defaulted under its obligations to construct or maintain roadways in the subdivision in accordance with the applicable Fort Bend County Subdivision Regulations, and therefore Beneficiary is entitled to draw the entire undrawn balance of the Letter of Credit.

EXECUTED ON THIS_____day of_____, 1988.

FORT BEND COUNTY, TEXAS

By:_____
Name:_____
Title:_____

MEA/gm
weston12.sc

38 389

United Savings

ASSOCIATION OF TEXAS FSB

5718 Westheimer, Suite 600, Executive Offices
3200 Southwest Freeway, Suite 2000
P.O. Box 1370, Houston, Texas 77251-1370, 713/963-6500

IRREVOCABLE NONTRANSFERABLE LETTER OF CREDIT #89-04
AMOUNT: $54,375.00
EXPIRATION DATE: March 7, 1990

March 7, 1989

TO: Fort Bend County Judge
Courthouse
Richmond, Tx. 77469

We hereby authorize you to value on United Savings Association of Texas FSB ("USAT") of the City of Houston, Texas, for any sum or sums up to the aggregate of Fifty Four Thousand Three Hundred Seventy Five and no/100 U.S. dollars ($54,375.00) on behalf of United Financial Corporation under its obligations to you under the Fort Bend County Subdivision regulations, to construct and maintain the roads or streets in the subdivision known as Weston Lakes, Section Eight (8), in accordance with the duly enacted subdivision regulations of said County.

This Letter of Credit shall be valid until the earlier of either:

(1) March 7, 1990: or

(2) the completion of all roads in the subdivision in accordance with the required specifications and to the satisfaction of the Fort Bend County Engineer and the approval by the Fort Bend County Commissioners' Court of provisions for the maintenance of such roads.

It is understood and agreed that the road construction obligations and the maintenance obligations covered by this Letter of Credit are separate and independent obligations and that, upon satisfaction of either of said obligations, the undersigned shall be entitled to reduce that portion of this Letter of Credit which is attributable to the obligations which have been satisfied.

This Letter of Credit is payable to you upon presentation of sight draft(s) drawn on us together with presentation of this original Irrevocable Letter of Credit at United Savings Association of Texas, 5718 Westheimer, Suite 600, Houston, Texas, accompanied by your written certificate signed by any person purporting to be an authorized officer of Fort Bend County, Texas in substantially the form of one of the Certificate forms attached hereto as Schedule I or Schedule II with all blanks in such form completed.

AD-315

Fort Bend County Judge
March 7, 1989
Irrevocable Letter of Credit #89-04

AS PER ORIGINAL

We hereby agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation to the Drawee. All drafts drawn hereunder must state on their face "drawn under United Savings Association of Texas Letter Credit #89-04 dated March 7, 1989." The original of this Letter of Credit must accompany any drawings presented to us hereunder.

This credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1983 Revision) International Chamber of Commerce, Publication No. 400, or any revisions thereto.

Sincerely,

UNITED SAVINGS ASSOCIATION OF TEXAS FSB

Raymond L. Chilton, Jr.
Senior Vice President

RC/gm
weston8.lt

SCHEDULE I

Certificate for Draw Under
Letter of Credit Within 30 Days of Expiration

FORT BEND COUNTY, TEXAS, ("Beneficiary"), acting herein by and through its duly authorized undersigned officer, to satisfy one of the conditions to drawing against United Savings Association of Texas FSB ("United Savings") Irrevocable Letter of Credit #89-04 (the "Letter of Credit"), hereby certifies to United Savings that the Letter of Credit will expire in accordance with its terms less than thirty (30) days after the date of this Certificate and the Beneficiary has not received a replacement Letter of Credit in like amount and like import which is effective to extend the expiry date of the Letter of Credit to a date which is at least one (1) year after the issue date of such replacement Letter of Credit, and therefore Beneficiary is entitled to draw the entire undrawn balance of the Letter of Credit.

EXECUTED ON THIS_____day of_____, 1989.

FORT BEND COUNTY, TEXAS

By:_____
Name:_____
Title:_____

SCHEDULE II

Certificate for Draw Under Letter of Credit
Because of Default

FORT BEND COUNTY, Texas ("Beneficiary"), acting herein by and through its duly authorized undersigned officer, to satisfy one of the conditions to drawing against United Savings Association of Texas FSB ("United Savings") Irrevocable Letter of Credit #89-04 (the "Letter of Credit"), hereby certifies to United Savings that United Financial Corporation has completed construction and installation of the underground utilities necessary to serve and drain the subdivision known as Weston Lakes, Section 8 (the "Subdivision") and thereafter defaulted under its obligations to construct or maintain roadways in the subdivision in accordance with the applicable Fort Bend County Subdivision Regulations, and therefore Beneficiary is entitled to draw the entire undrawn balance of the Letter of Credit.

EXECUTED ON THIS_____day of_____, 1988.

FORT BEND COUNTY, TEXAS

By:_____
Name:_____
Title:_____

MEA/gm
weston12.sc

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 13th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Hanson Minerals Co. dated 3-6-89, permit no. 81024 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shieles, 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Clida Kosler
Deputy

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

Appl. # 81024

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-9-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00

AS PER ORIGINAL

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

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we Hanson Minerals Company as principal and Hartford Casualty Insurance Co. as surety, are held and firmly bond unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of Two Thousand Dollars and 00/100********** DOLLARS ($2,000.00******* law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st. day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

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

NOW THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 7th, day of March, 19 89.

38 396

HARTFORD CASUALTY INSURANCE COMPANY

Executive Office: Hartford, Connecticut

AS PER ORIGINAL

610727

POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD CASUALTY INSURANCE COMPANY, a corporation duly organized under the laws of the State of New Jersey, and having its Executive Office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

J. VAN BALLARD, GLEN A HEFNER, RANDALL F. GREEN, NANCY M. KRING, JOHN E. STATON, JOHN L. VAN OSDALL, ROBERT E. HOLLOWAY and JOHN D. COLLADO
of HOUSTON, TEXAS

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed,

and to bind the HARTFORD CASUALTY INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD CASUALTY INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the HARTFORD CASUALTY INSURANCE COMPANY at a meeting duly called and held on the 15th day of September, 1976.

RESOLVED, that, the President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

RESOLVED, that, Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, shall each have, as long as he holds such office, the same powers as any Vice-President pursuant to the preceding Resolution.

RESOLVED, that, whereas the President or any Vice-President, acting with any Secretary or Assistant Secretary, has the power and authority to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-Fact;

Now, therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

RESOLVED, that, Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, may each, as long as he holds such office, affix his signature by facsimile pursuant too and with the same effect as that granted to Vice-Presidents under the preceding Resolution.

In Witness Whereof, the HARTFORD CASUALTY INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 1st day of April, 1983.

Attest:

HARTFORD CASUALTY INSURANCE COMPANY

Mary Scharf, *Secretary*

Robert N. H. Sener
Assistant Vice-President

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

On this 1st day of April, A.D. 1983, before me personally came Robert N. H. Sener, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of the HARTFORD CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Gloria Mazotas, *Notary Public*
My Commission Expires March 31, 1988

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD CASUALTY INSURANCE COMPANY, a New Jersey Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford. Dated the 7th day of March 19 89

David A Johnson
Assistant Secretary

Form 6-3507-3 (HC) Printed in U.S.A.

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81084

Formal notice is hereby given that HANSON MINERALS 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
Voss Road	1,140' East of St. Hwy 6	110'	X			X

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

4-1/2" OD natural gas pipeline crossing to be bored and cased beneath Voss Road as designated on plat and profile.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

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

Greg D. Linton
(Signature)

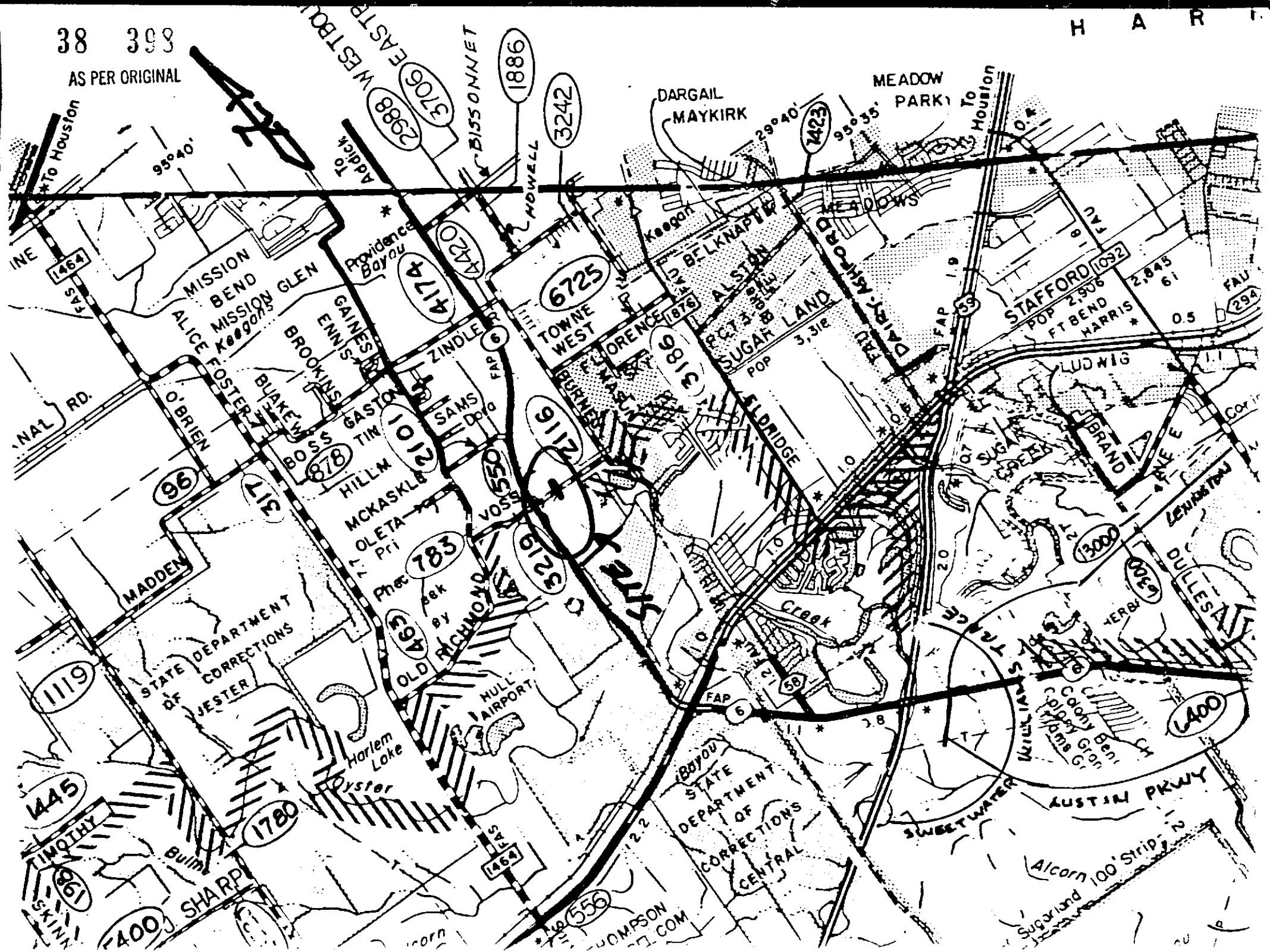
NAME & TITLE Greg D. Linton, AGENT
(Please Print)

DATE: March 6, 1989
ADDRESS: 2925 Briarpark Drive, Suite 1000
(Street/P.O. Box)

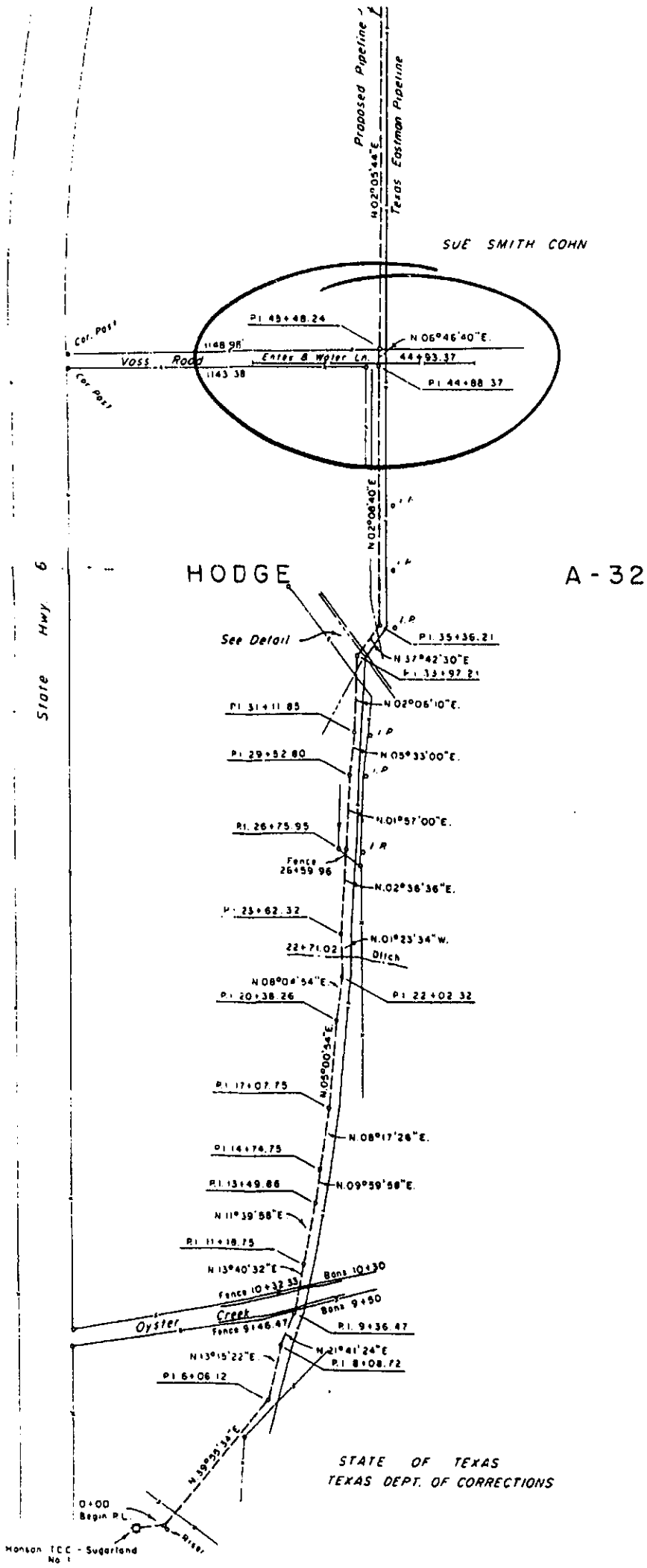
Houston TX 77042
City State Zip
TELEPHONE NO: (713) 789-1274

38 398

AS PER ORIGINAL



AS PER ORIGINAL



STATE OF TEXAS
TEXAS DEPT. OF CORRECTIONS

LAT WAS PREPARED FROM AN ACTUAL
GROUND DURING THE MONTH OF FEBRUARY,
AT IS TRUE AND CORRECT TO THE BEST OF
BELIEF THIS 3 Rd. DAY OF MARCH, 1989.

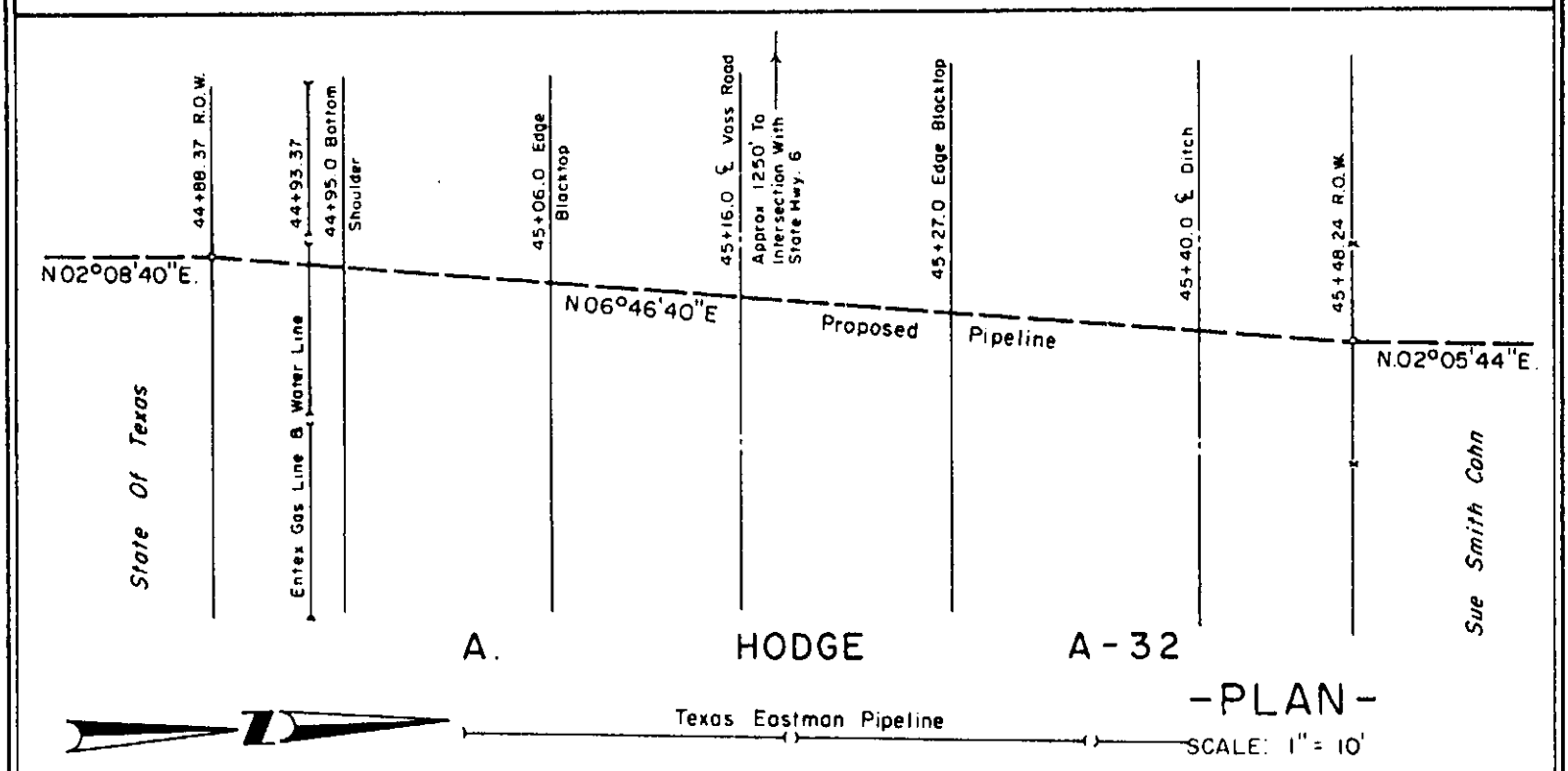
FORD ENGINEERING FIRM
NGINEERS AND SURVEYORS

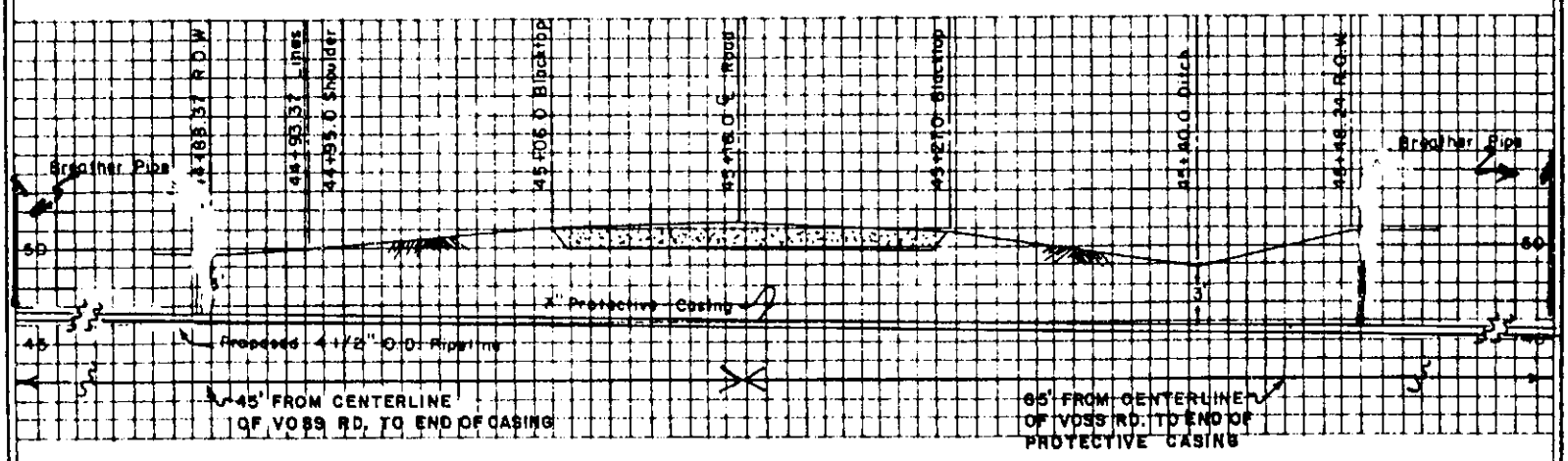
Howard Gail Ford

HOWARD GAIL FORD
SURVEYOR OF TEXAS NO. 348

HANSON MINERALS COMPANY	
PROPOSED PIPELINE	
A. HODGE SURVEY, FORT BEND COUNTY,	A-32 TEXAS
FORD ENGINEERING FIRM	VICTORIA, TEXAS
SCALE: 1" = 400' DATE: 3-2-89	JOB NO.: 1-189-11
FT. BEND 89-2	DRAWN BY: J.R.G.
	CHECKED BY:

AS PER ORIGINAL





-PROFILE-

HORIZ. 1" = 10'
VERT. 1" = 10'

DATUM: Assumed 50' Elevation

FORD ENGINEERING FIRM
CIVIL ENGINEERS AND SURVEYORS

By Duward Gail Ford

DUWARD GAIL FORD
REG PUBLIC SURVEYOR OF TEXAS NO 348

HANSON MINERALS COMPANY		
VOSS ROAD PIPELINE CROSSING		
A. HODGE SURVEY, FORT BEND COUNTY,	A-32 TEXAS	
FORD ENGINEERING FIRM		VICTORIA, TEXAS
SCALE: SHOWN	DATE: 3-3-89	JOB NO: 1-189-H
FT. BEND 89-3		DRAWN BY: JRG - DVH
		CHECKED BY:

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 13th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Mischer Paving + Utility Co. dated 3-6-89, permit no. 81053 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shields, 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81023

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-9-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

No Bond Required. Subd. plat Bond covers it.

38 403
AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81023

Formal notice is hereby given that Mischer Paving & Utility 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)

Paving Tie in to County Road

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
Spyglass Hill Drive & Fry Road		Sta. 47+00 on Fry Road				
Perdido Bay Drive & Fry Road		Sta. 62+55 on Fry Road				
Fry Court & Fry Road		Sta. 43+95 on Fry Road				

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
Fry Court & Fry Road		Sta. 36+69 on Fry Road	
Esplanade Opening on Fry Road		Sta. 36+69 on Fry Road	

General Description

4 tie ins from Subdivision Street o County Road

1 esplanade opening on Fry Road

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Mischer Paving & Utility Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

James R. Kasserman
(Signature)

NAME & TITLE James R. Kasserman
(Please Print)

DATE: March 6, 1989
ADDRESS: 1807 Rankin Road
(Street/P.O. Box)

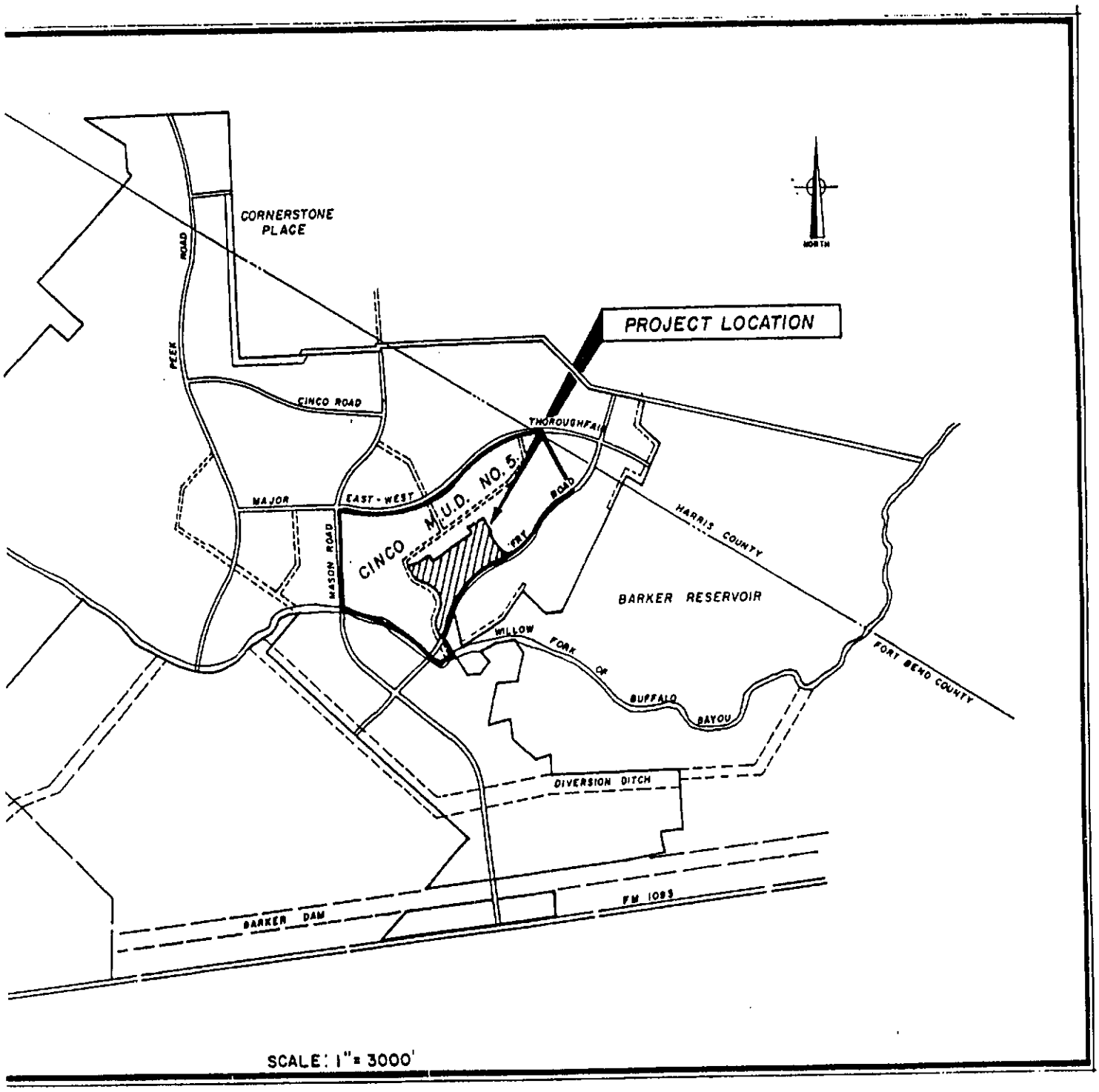
Houston Texas 77073-5199
City State Zip
TELEPHONE NO: (713) 443-0715

AS PER ORIGINAL

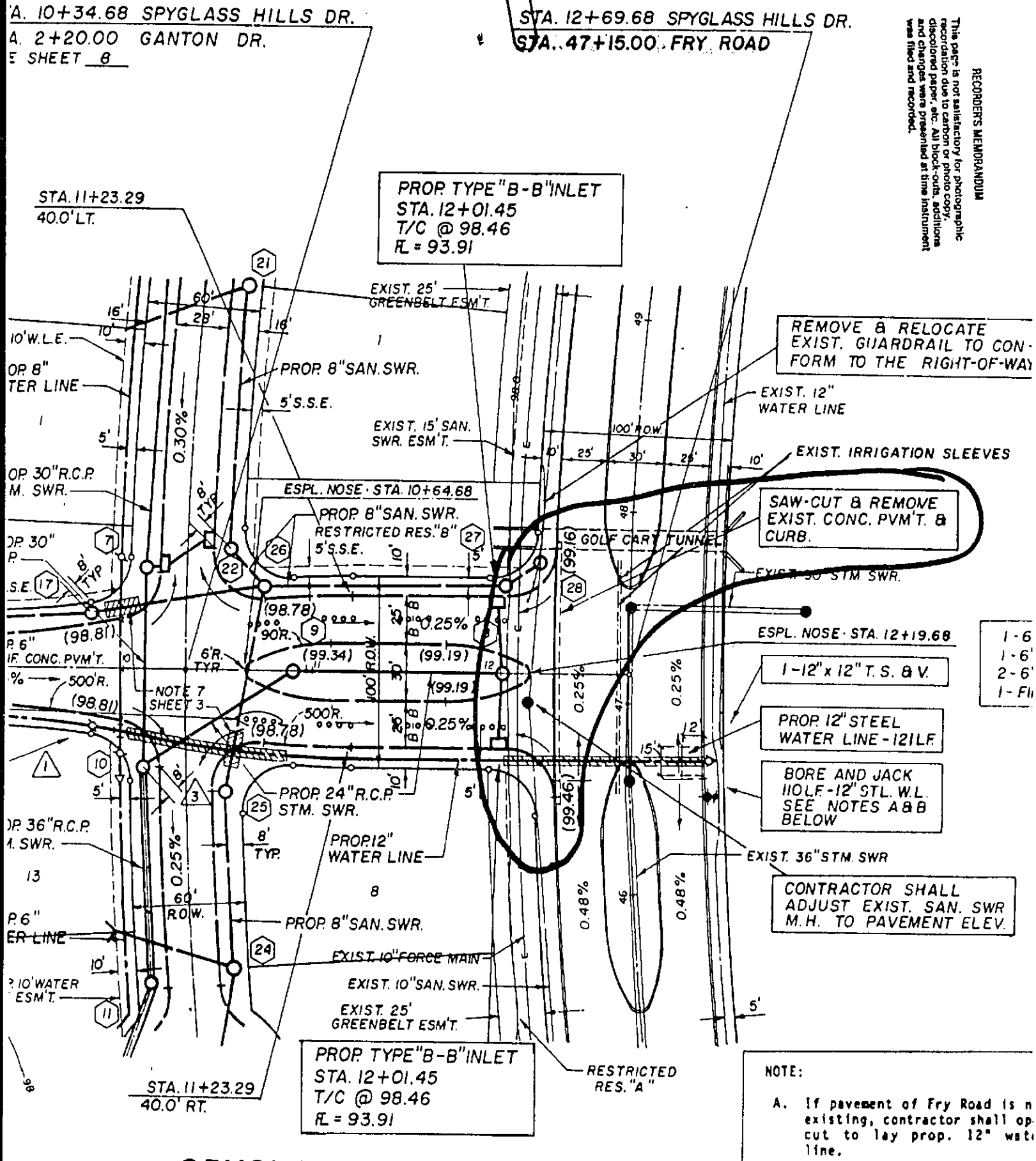
WITHIN

CO M.U.D. № 5

FORT BEND COUNTY, TEXAS



RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.



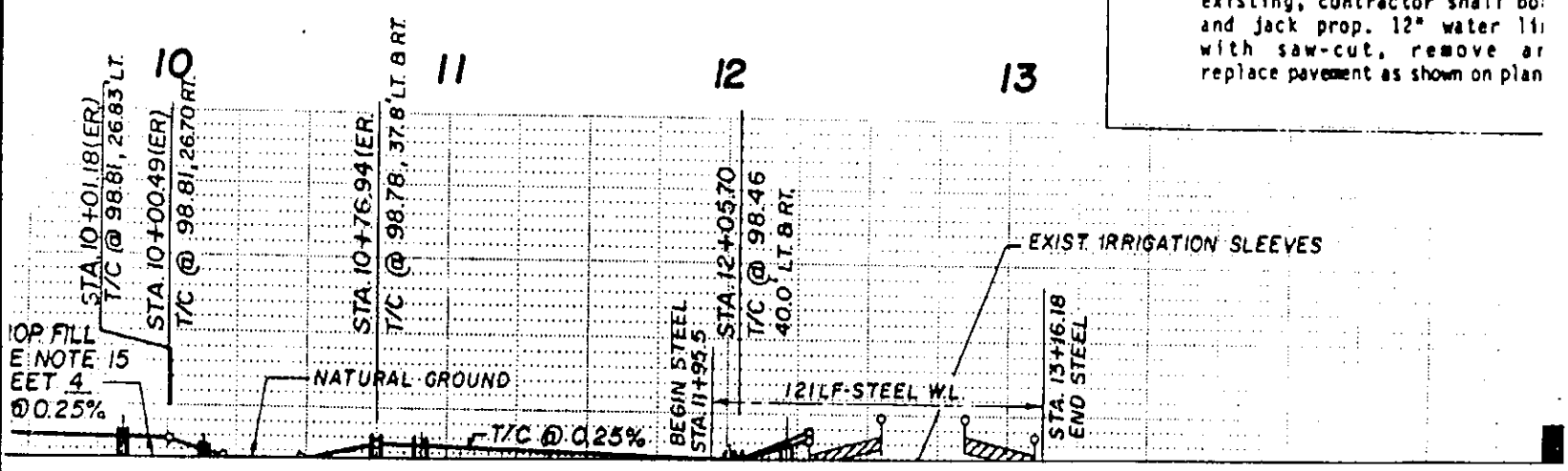
NOTE:

A. If pavement of Fry Road is n existing, contractor shall op cut to lay prop. 12" wat line.

B. If pavement of Fry Road existing, contractor shall bo and jack prop. 12" water li with saw-cut, remove ar replace pavement as shown on plan

1 - 6
1 - 6'
2 - 6'
1 - Fl

SPYGLASS HILLS DRIVE



RECORDER'S MEMORANDUM

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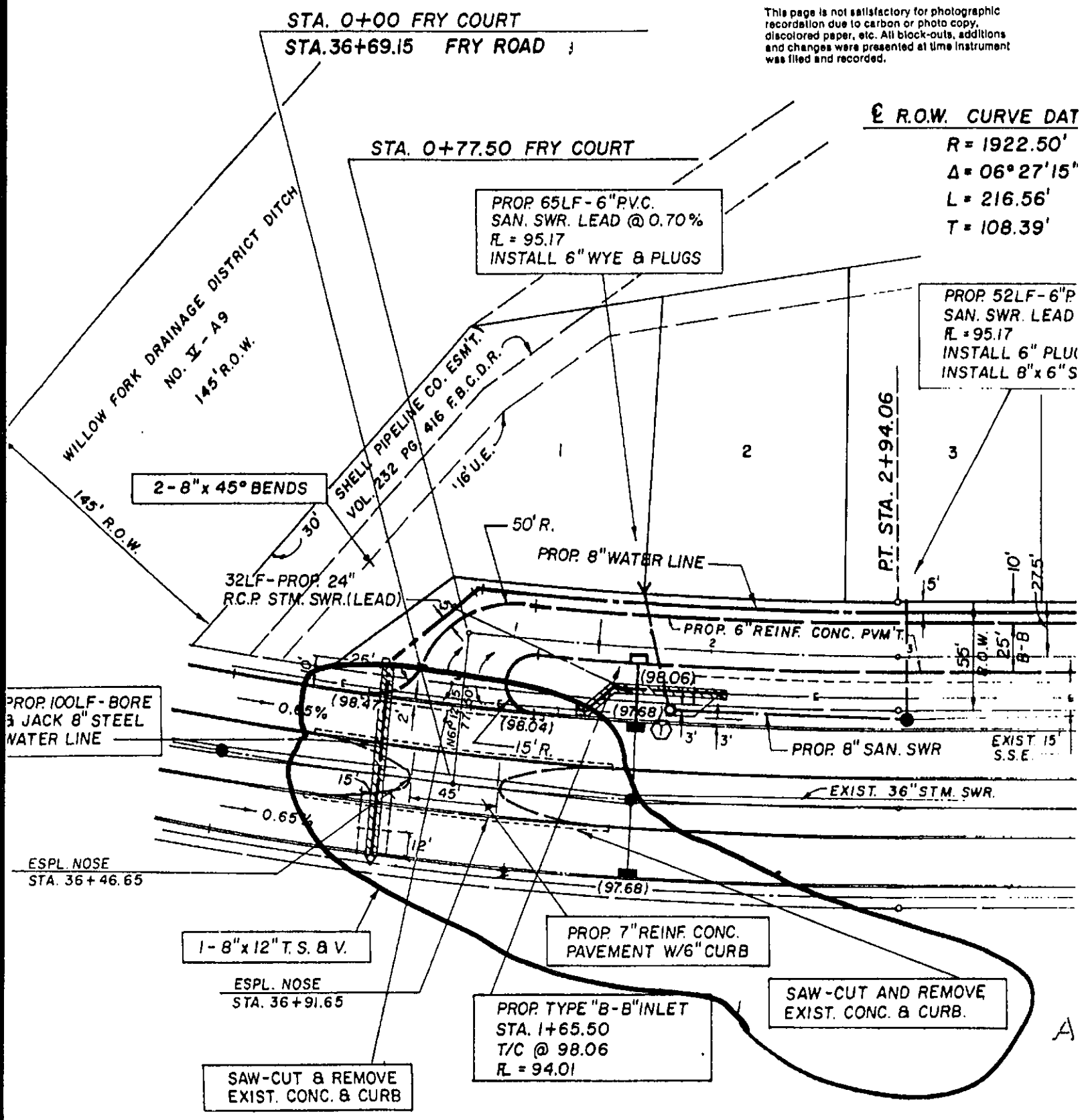

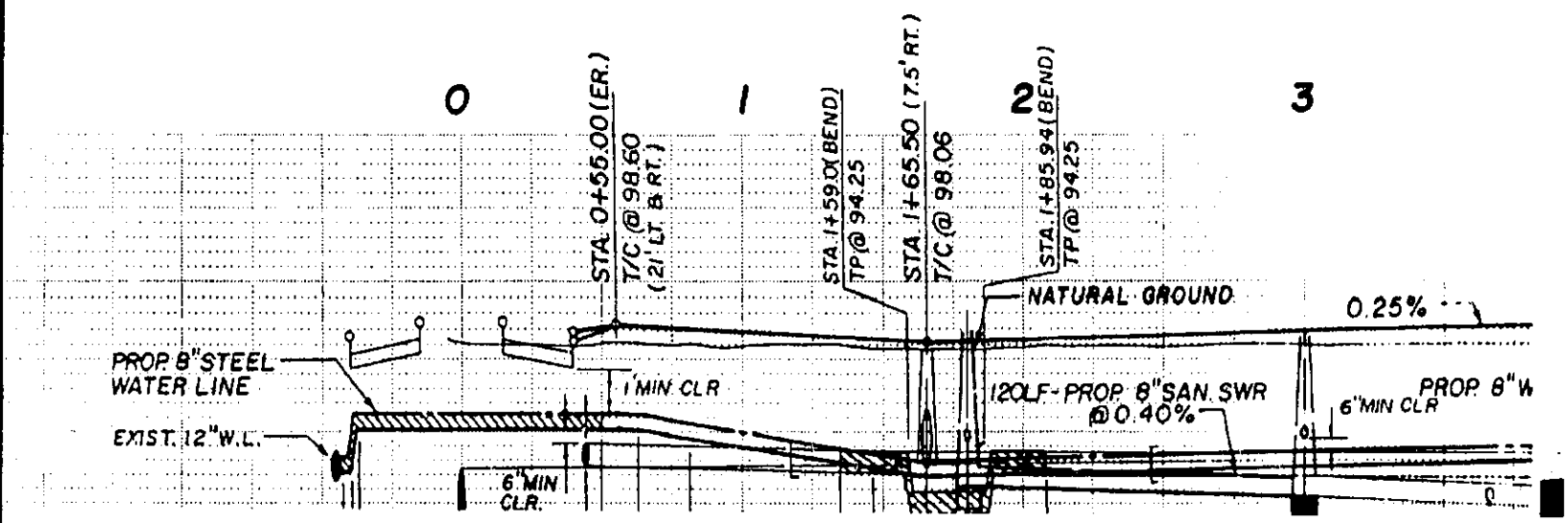

RECORDER'S MEMORANDUM

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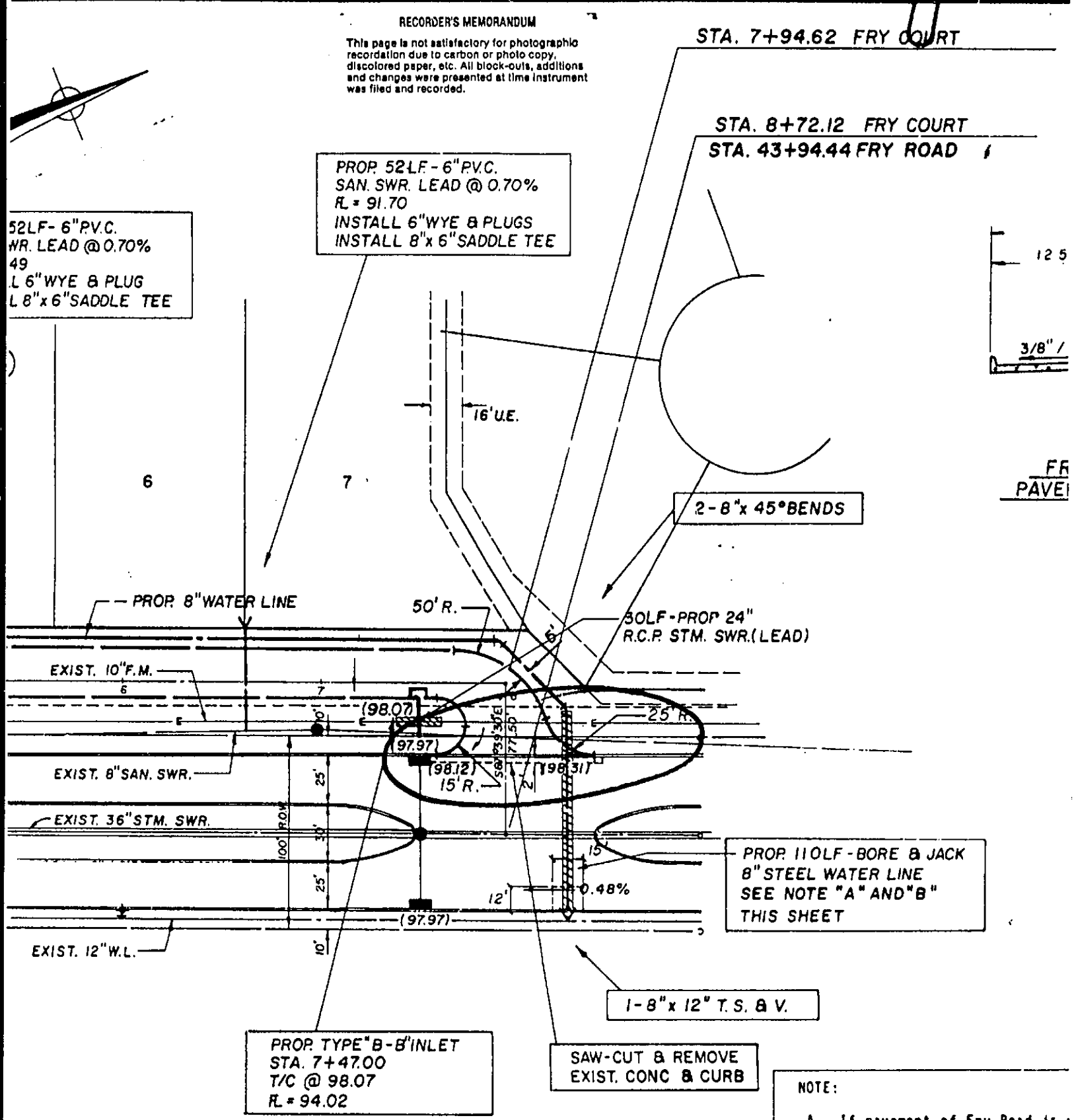
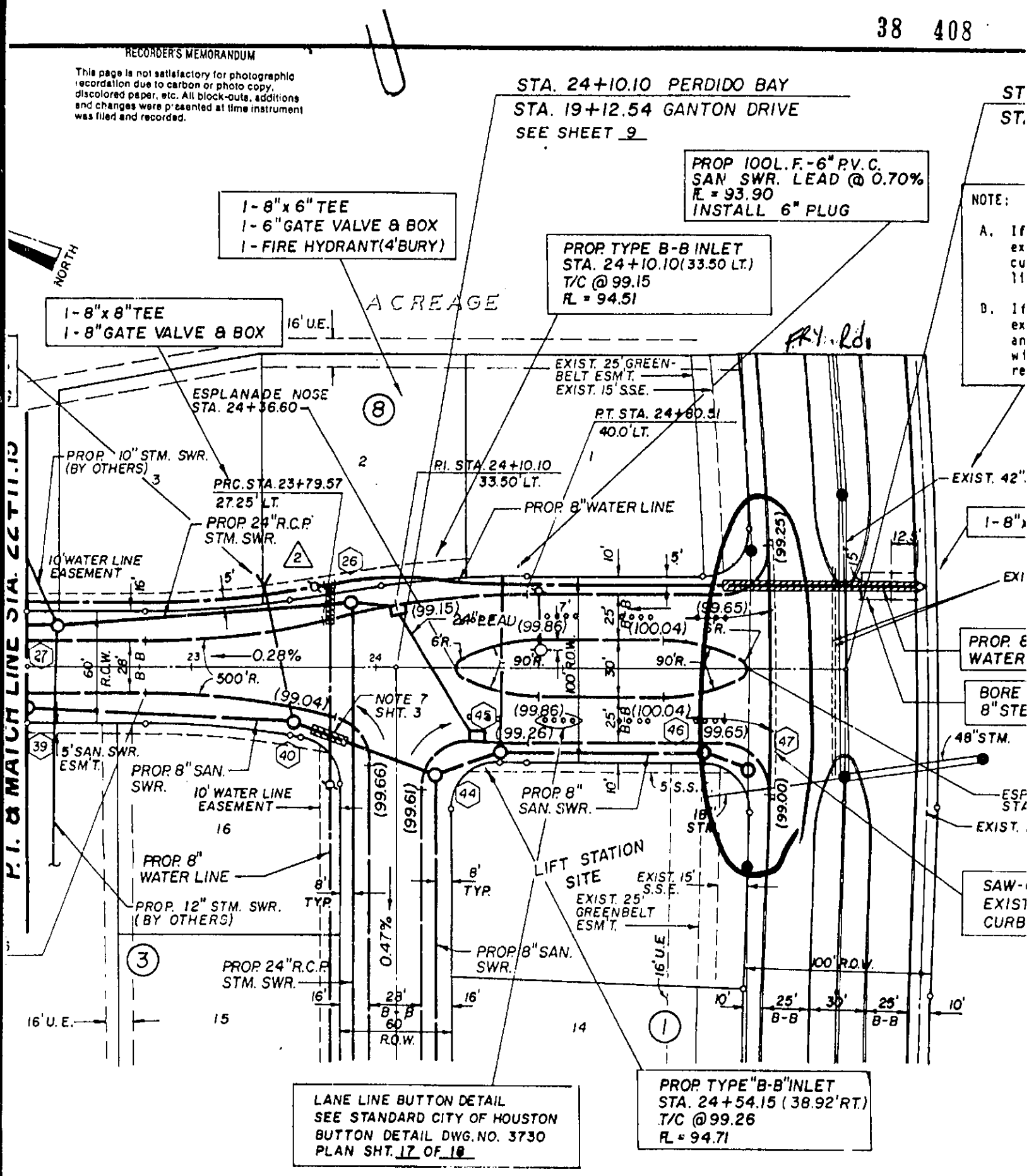
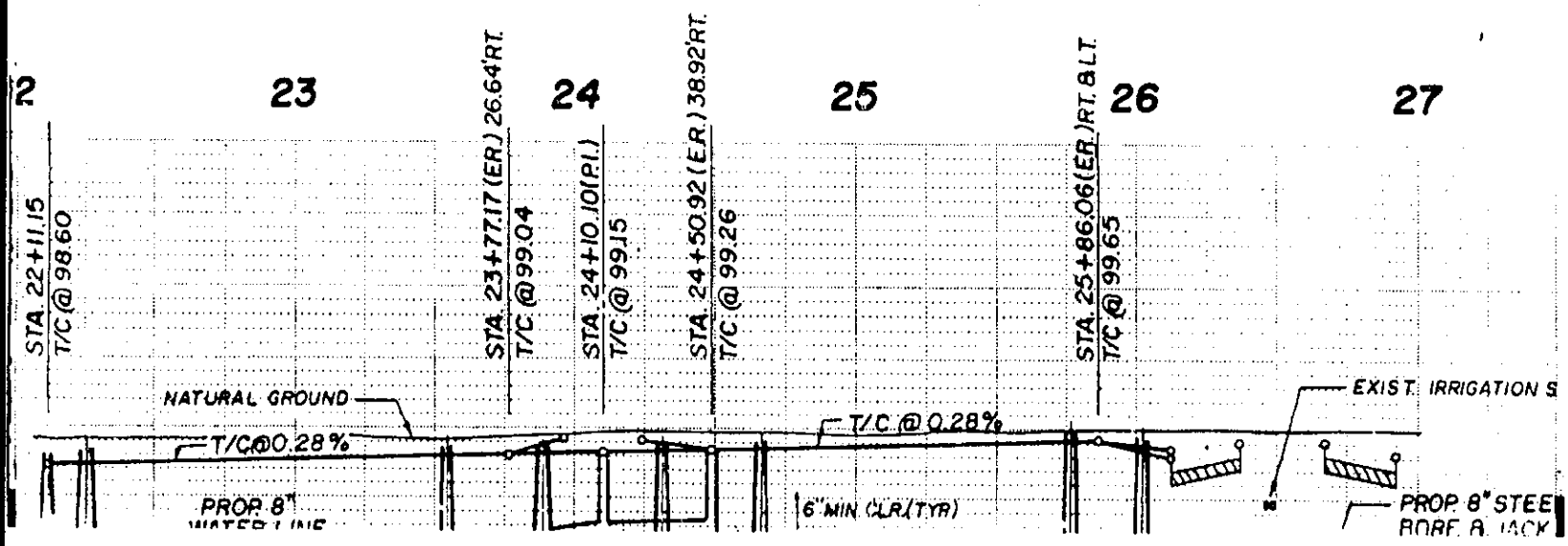


RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.



PERDIDO BAY DRIVE



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 13th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Sabine Corp. dated 3-6-89, permit no. 81025 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Tetts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Clida Kosler
Deputy

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

Appl. # 81025

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-9-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00
Cb.#3296

38 411

TERRA RESOURCES, INC.
FIVE GREENWAY PLAZA EAST
HOUSTON, TEXAS 77046
SUITE 300

35-551
1130

3296

DATE 3/6/89

PAY***Two thousand dollars and no cents***
TO THE ORDER OF

DOLLARS $ 2,000.00

County of Fort Bend
County Commissioners Office
Precint 2

TEXAS COMMERCE BANK - GREENWAY
HOUSTON, TEXAS

TERRA RESOURCES, INC.

H. G. Green

⑈003296⑈ ⑆113005510⑆ 030 601⑈

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. _____

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

Cable, 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
W. Tavener	850' NW from intersection of W. Tavener and Battle Road	50'	X			X

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

~~Open cut 8" wide,~~ lay 8" inch conduit, lay 4" line ~~and fill with gravel and compact.~~

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

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

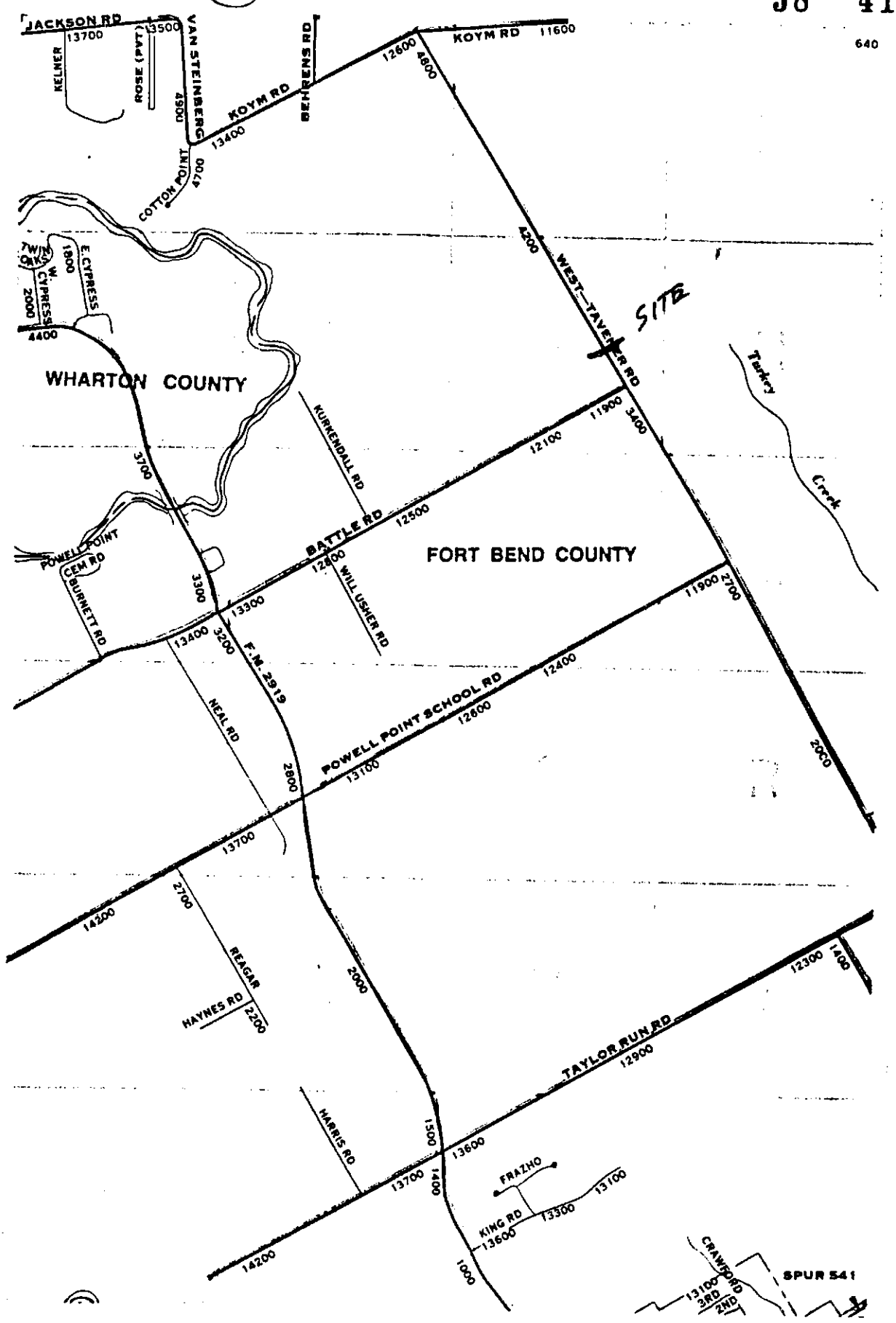
(Signature)

NAME & TITLE Ken C. Treaccar, Landman
(Please Print)

DATE: March 6, 1989
ADDRESS: 5 Greenway Plaza E, Suite 300
(Street/P.O. Box)

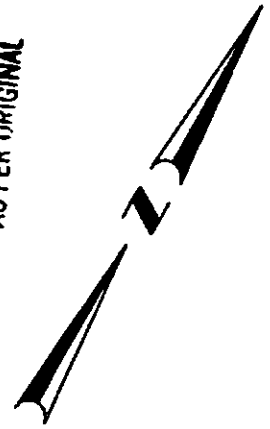
Houston, Texas 77046
City State Zip
TELEPHONE NO: (713) 960-1040

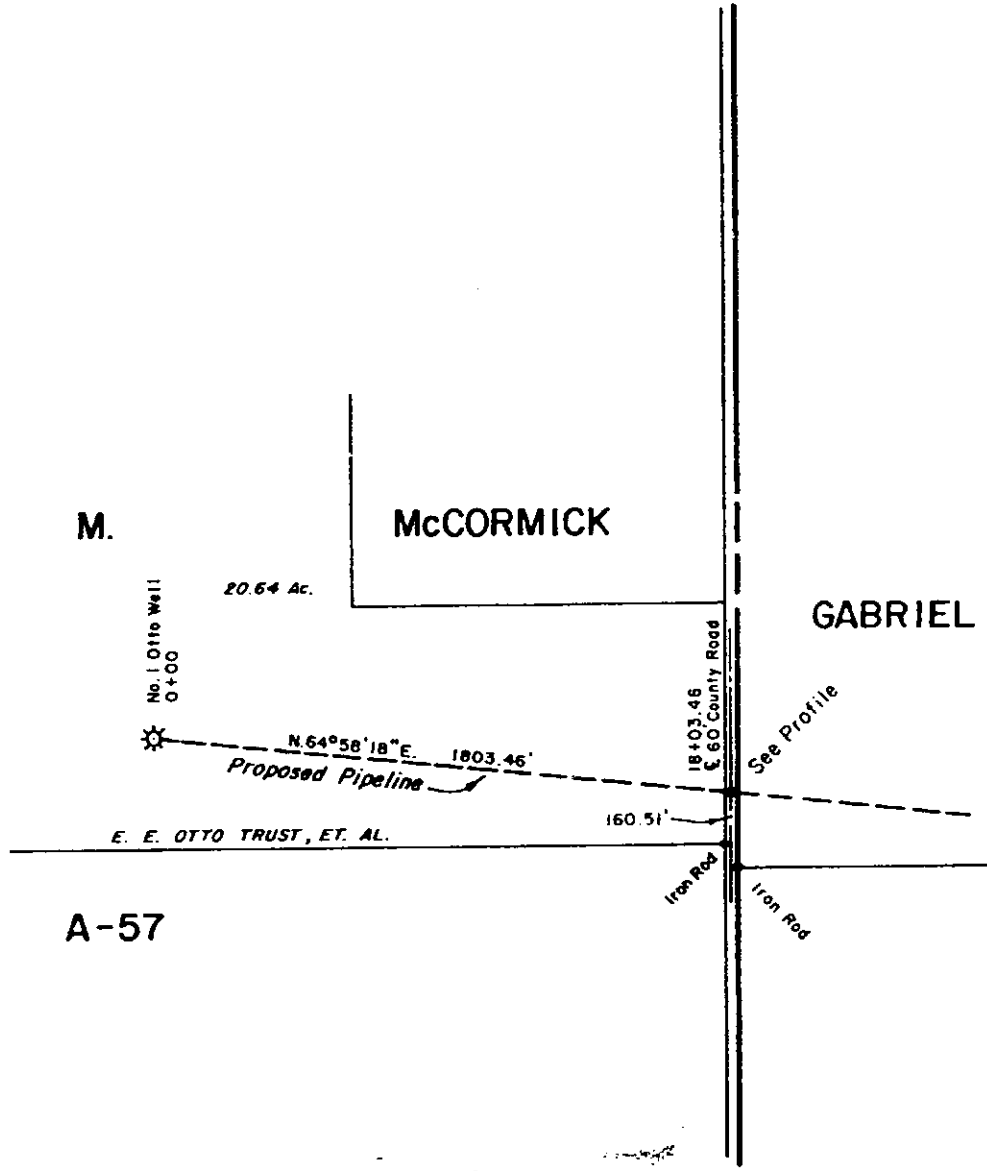
(27)

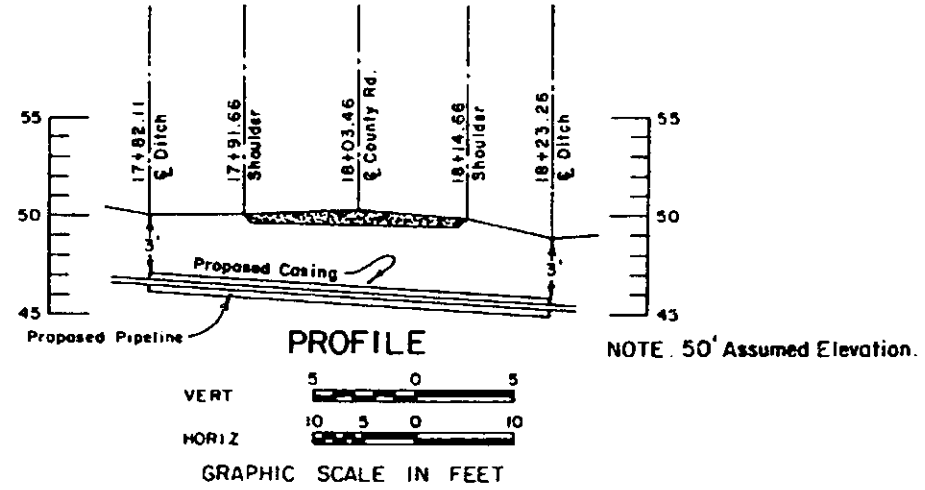

JACKSON RD
KELNER
ROSE (PVT)
VAN STEINBERG
KOYM RD
BEHRENS RD
KOYM RD
COTTON POINT
WEST TAVERNER RD
SITE
Turkey Creek
WHARTON COUNTY
E. CYPRESS
W. CYPRESS
KURKENDALL RD
BATTLE RD
FORT BEND COUNTY
POWELL POINT CEM RD
GURNETT RD
WILL USHER RD
F.M. 2919
NEAL RD
POWELL POINT SCHOOL RD
REAGAR
HAYNES RD
TAYLOR RUN RD
HARRIS RD
FRAZHO
KING RD
CRAWFORD RD
3RD
2ND
SPUR 541

38 414

AS PER ORIGINAL







296.40 Ac.
COLE

A-19

DELLA LEVERIDGE ROBERTS

NOTE: Possibility Of Additional Existing Pipelines Other Than Those Shown Above.

THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND DURING THE MONTH OF FEBRUARY, 1989. THE ABOVE PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS 24TH. DAY OF FEBRUARY, 1989.

KENNETH L. BLUDAU
3995

FORD ENGINEERING FIRM
CIVIL ENGINEERS AND SURVEYORS

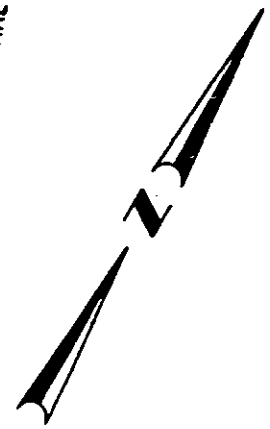
By Kenneth L. Bludau

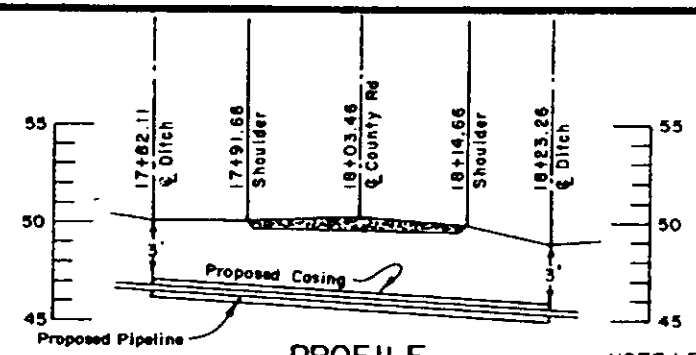
KENNETH L. BLUDAU
REG. PUBLIC SURVEYOR OF TEXAS NO. 3995

PACIFIC ENTERPRISES OIL COMPANY (SABINE CORPORATION)		
PROPOSED PIPELINE E. E. OTTO TRUST, ET. AL. 20.64 AC. TR. JOSEPH M. McCORMICK SURVEY, A-57 FORT BEND COUNTY, TEXAS		
FORD ENGINEERING FIRM		VICTORIA, TEXAS
SCALE: 1"=600'	DATE: 2-24-89	JOB NO.: 12-289-P
FT. BEND 89-1E		DRAWN BY:
		CHECKED BY:

38 415

AS PER ORIGINAL





PROFILE

NOTE : 50' Assumed Elevation.

VERT. 5 0 5

HORIZ. 10 5 0 10

GRAPHIC SCALE IN FEET

A-57

20.64 Ac.

296.40 Ac.

℄ 60' County Road
18+03.46

See Profile

N.64°58'18"E. 2107.38'

P.I. 39+10.84

DELLA LEVERIDGE ROBERTS

Proposed Pipeline

69+08.15
℄ Ditch

E. E. OTTO Trust, Et. Al.

232.08'

N.60°07'40"E. 2997.31'

39.09'

Iron Rod

℄ Ditch

Cor. Post

GABRIEL

COLE

A-19

P. H. STEIN

168.596 Ac.

A-708

MILBY D. PICKELL

NOTE : Possibility Of Additional Existing Pipelines Other Than Those Shown Above.

THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND DURING THE MONTH OF FEBRUARY, 1989. THE ABOVE PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS 24TH. DAY OF FEBRUARY, 1989.

FORD ENGINEERING FIRM
CIVIL ENGINEERS AND SURVEYORS

By Kenneth L. Bludau

KENNETH L. BLUDAU
REG. PUBLIC SURVEYOR OF TEXAS NO. 3995

PACIFIC ENTERPRISES OIL COMPANY (SABINE CORPORATION)		
PROPOSED PIPELINE DELLA LEVERIDGE ROBERTS 296.40 AC. TR. GABRIEL COLE SURVEY, A-19 FORT BEND COUNTY, TEXAS		
FORD ENGINEERING FIRM		VICTORIA, TEXAS
SCALE: 1"=600'	DATE: 2-24-89	JOB NO.: 12-289-P
FT. BEND 89-1D		DRAWN BY:
		CHECKED BY:

#23

38 416

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 13th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Co. dated 3-1-89, permit no. 81022 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81022

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

Karl E. Baker, rp.
Karl E. Baker, P.E.
Assistant Engineer

3-9-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81022

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Bois D' Arc Lane	5700' north of Redbird	40'	XXX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Proposed buried service wire will be bored on Bois D' Arc Lane at a point 5700' north of Redbird Lane.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Southwestern Bell Telephone Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Maurice R. Nance
(Signature)

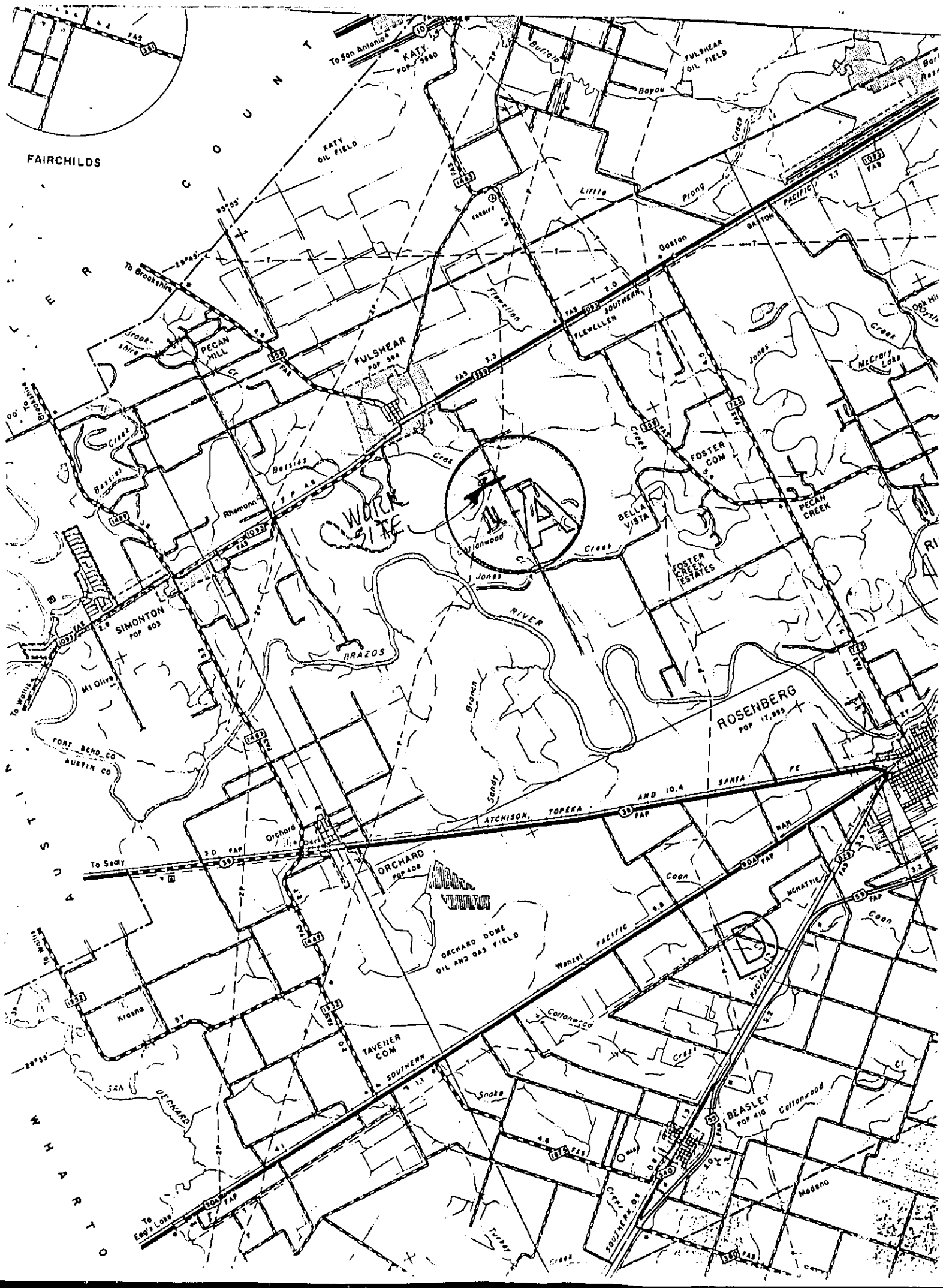
NAME & TITLE Manager Engineer
(Please Print)

DATE: 3-1-89
ADDRESS: 14575 Presidio Square, 140
(Street/P.O. Box)

Houston, Texas 77083
City State Zip
TELEPHONE NO: 561-4625

LOG # RR# 16

AS PER ORIGINAL



38 420

LEGEND

EXISTING BU. CA. —EX-B—

PROP. BU. SERV. WI

BORE

OPER. RANGE

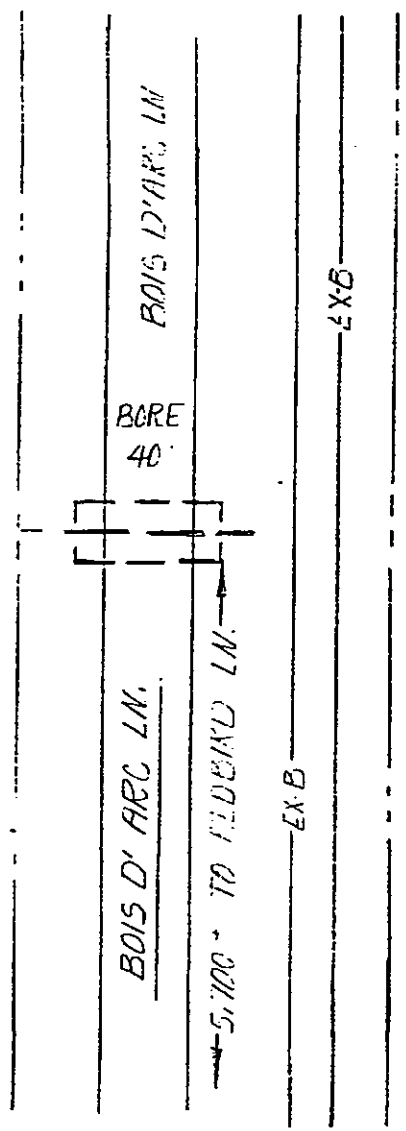
LINE TO

SPLICE TO

INSPECT

MAJORITY FRC _____

COUNTY PERMIT NTS



SEE ATTACHED LOCATION SKETCH

TOTAL D/W RECON _____

TOTAL PAIRS THROWN _____

TOTAL WKG. PRS. THROWN _____

CAUTION HIGH VOLTAGE

☐ _____ KV AERIAL

☐ _____ KV BURIED

PROPOSED LOOP

LOCATION

GAUGE	K.S.	OHMS	db
19			
22			
24			
26			
L.C.			
TOTAL			
B.T./E.S.			

M.D.F. FILL	P	R	DEF

TREE TRIMMING REQ'D.

YES ☐ NO ☐

PLACE BURIED SER. WI.

16" MIN. DEPTH UNLESS OTHERWISE SPECIFIED.

ORDER NO. D413659	
NO. OF PLATS 1	PLAT NO. 1
EXCH. VALLEY LODGE	
C.O. 533	
TAX DIST. FG009	AREA NO. W89533
DATE ISSUED 2-89	DATE REVISED
PREPARED BY D.H.	DRAWN BY K.M.
APPROVED	

COMPLETION DATE _____

Form E-1

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

25. RECORD ACCEPTANCE OF $55 CHECK FROM RUDE & SONS AS HIGH BIDDER IN SEALED BID SALE OF LLAMA PISTOL S#983799 (SALE AUTHORIZED 8-15-88):

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept for record $55 check from Rude & Sons as high bidder in sealed bid sale of Llama Pistol S#983799 (sale authorized 8-14-88).

26. AUTHORIZE PURCHASING AGENT TO NEGOTIATE FOR PLACEMENT OF VENDING MACHINES IN TRAVIS ANNEX:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize the Purchasing Agent to negotiate for placement of vending machines in Travis Annex as presented by John Hammett, Purchasing Agent.

27. ACCEPT OR REJECT BIDS FOR THE FOLLOWING: (1) PRODUCE & GROCERY ITEMS FOR JAIL & JUVENILE DETENTION (#89-034); (2) TWO OR MORE NEW 62-HP TRACTORS (#89-035):

Accept or reject bids for produce & grocery items for Jail & Juvenile Detention (#89-034):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to award bid (#89-034) to Brenham Wholesale and Glazier Foods Co. based on low bid per item. (Recorded in minutes in full)

Accept or reject bids for two or more new 62-HP tractors (#89-035):

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject bid (#89-035) for two or more new 62-HP tractors and readvertise for same with new specs. (Recorded in minutes in full)

28. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS (DEPARTMENT HEAD EVALUATIONS), AS AUTHORIZED BY ART. 6252-17, SEC. 2(G), VTCS AND CONSIDER TAKING ACTION:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve to authorize Dan Gerken, Drainage District Engineer a salary increase of 3% or next step according to Personnel guideline.

29. APPROVE BILLS:

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

30. ADJOURNMENT:

Commissioners Court adjourned at 11:40 a.m. Monday, March 13, 1989.

PURCHASE OF PRODUCE AND GROCERY ITEMS FOR THE FORT BEND COUNTY JAIL AND JUVENILE DETENTION. BID #89-034

COMPANY	ITEM		PACKAGING	BID PRICE
GLAZIER FOODS CO.	#1	POTATOES, DEHYDRATED, SLICED.	4-5 LB./CS.	$19.98/CS.
GLAZIER FOODS CO.	#2	POTATOES, DEHYDRATED, INSTANT.	6-10 LB./CS.	$33.30/CS.
BRENHAM WHOLESALE	#3	PEPPER, BLACK, GROUND.	1 LB.	$ 5.23/LB.
GLAZIER FOODS CO.	#4	PEPPER, BLACK, GROUND, INDIVIDUAL PACKETS.	3/1000 CT.	$ 8.64/CS.
BRENHAM WHOLESALE	#5	ONIONS, YELLOW, MEDIUM.	25 LB./CS.	$ 4.25/CS.
BRENHAM WHOLESALE	#6	LETTUCE.	24 HEAD/CS.	$14.00/CS.
BRENHAM WHOLESALE	#7	TOMATOES.	20 LB./CS.	$12.00/CS.
BRENHAM WHOLESALE	#8	ORANGES.	113 CT/38 LB.	$14.00/CS.
BRENHAM WHOLESALE	#9	BANANAS.	40 LB./CS.	$12.00/CS.
BRENHAM WHOLESALE	#10	CELERY.	36 STKS./CS.	$12.60/CS.
BRENHAM WHOLESALE	#11	CABBAGE.	50 LB./CS.	$ 7.50/CS.
BRENHAM WHOLESALE	#12	CARROTS, RAW.	50 LB./CS.	$10.00/CS.
BRENHAM WHOLESALE	#13	QUICK CINNAMON ROLLS WITH ICING.	12-9.5 OZ./CS.	$14.10/CS.

PURCHASE OF TWO (2) OR MORE NEW SIXTY-TWO (62) HORSEPOWER TRACTORS
BID #89-035

COMPANY	UNIT BID PRICE	REMARKS
Alvin Equipment Co. P.O. Box 1907 Alvin, TX 77512	$13,937.00	DOES NOT MEET SPECS: 60 day delivery.
Boettcher Hlavinka Co. P.O. Box 190 East Bernard, TX 77435	$13,988.00	DOES NOT MEET SPECS: No power assisted steering.
C. Jim Stewart & Stevenson, Inc. 5902 W. 34th St. Houston, TX 77092	$15,975.00	DOES NOT MEET SPECS: 12 GPM live hydraulics.
JI Case Co. P.O. Box 4520 Houston, TX 77210	$13,959.00	DOES NOT MEET SPECS: AMP warning light; 7.50 X 18, 6 ply front tires; 18.4 X 30 R1 6 ply rear tires.
Eagle Lake Implement P.O. Box 37 Eagle Lake, TX 77434	$15,988.00	DOES NOT MEET SPECS: 11L X 15 front tires.
El Campo Repair Svc. 1802 Divide St. El Campo, TX 77437	$16,500.00	DOES NOT MEET SPECS: Headlights mounted in grill; 11 GPM live hydraulics, 11" dry type clutch; 19.2 gallon fuel tank.
Rosenberg Ford Tractor P.O. Box 1165 Rosenberg, TX 77471	$14,545.95	DOES NOT MEET SPECS: 16.9 X 30, 6 ply rear tires; 2100 RPM engine.

38 423
27/2

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 13th day of March, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

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

********** APPROVED **********

_____
County Auditor

Date: 3/13/89

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

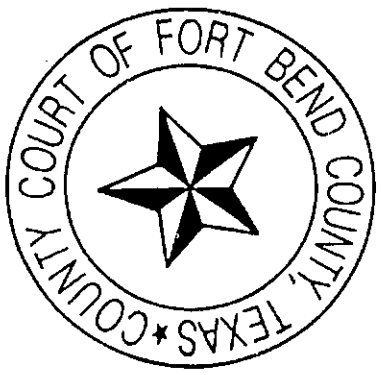
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 30, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg.280

ENDING WITH
FILM CODE NO. 89vol.38pg.424



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 30 DAY OF MARCH, 1989.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 427.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MARCH 20, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of March 13, 1989.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Sheriff Gus George, re: request appointment of Clarence Arthur Golden & Robert Louis Pyka Jr. as reserve deputies.

6. Consider approval of reserve deputy constable Gerald Matheaus, Pct. 1.

7. Constable Ray Breeding, Pct. 2, re: (1) request approval of reserve deputy Bob Dyess and approve bond & oath; (2) request amending budget.

8. Consider approval of and accept bond & oath for reserve deputies Virginia Kate Volking and Andrew L. Sepulveda, Pct. 3 Constable.

9. Consider sick leave extension for Pct. 4 Road & Bridge employee.

10. Consider approval of product/maintenance agreements with AT&T for phone equipment in Travis Annex.

11. Consider transferring part of year-end balance of Pct. 3 Road & Bridge to Pct. 3 maintenace facility fund #45.

12. Consider advertising for bids for maintenance shed, Pct. 3.

13. Approve use of former Pct. 1 office on FM-2218 by Fort Bend Senior Citizens.

14. Set public hearing for replat of Sweetwater, Sec. 13 & 12A in First Colony, Pct. 4.

15. Consider approving replat for The Greens, Sec. 2A, Pct. 4.

16. Consider approving fee charges as presented by Engineering Dept.

17. Consider setting public hearings on replats of Greatwood Village and Greatwood Trails, Pct. 1.

18. Consider application from HL&P to bore cable under several roads in Willow Fork, Sec. 1 & 2, Pct. 3.

19. Consider appointing presiding judge pro-tem for Commissioners Court.

20. Consider approval of substantial completion of William B. Travis Annex.

21. Consider rejecting bids on ambulances (#89-032) and readvertise.

22. Meet in Closed Session to discuss personnel matters (dept. head evaluations & EMS) and land matters (right-of-way) as authorized by Art. 6252-17, Sec. 2(e,f.g), VTCS, and consider taking action.

23. 11:00 a.m. - Drainage District Board will convene (separate agenda).

24. 1:30 p.m. - Open and consider bids for the following: (1) One or more new 1500 gal. asphalt distributor with or without trade-in (#89-036); (2) One or more new truck cab & chassis (#89-037).

25. Approve bills.

26. Adjournment.

FILED FOR RECORD
TIME 3:00 A.M. P.M.
MAR 16 1989
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, March 16, 1989 at 3:10 p.m. by Norma Gardey.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, MARCH 20, 1989
11:00 O'CLOCK A.M.

1. Discuss and consider authorizing advertising for bids for purchase of dragline, with trade-in.

2. Consider amendment to agreement for prepayment of impact fees between First Colony Levee Improvement District and Fort Bend County Drainage District.

3. Review Drainage District monthly report.

4. Adjournment.

FILED FOR RECORD
TIME 3:00 ~~A.M.~~ P.M.

MAR 16 1989

Dianne Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, March 16, 1989 at 3:10 p.m. by Norma Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 20TH day of MARCH, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF MARCH 13, 1989:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve meeting of March 13, 1989 with corrections to #5, #8, #16, #18, and #28.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve line item transfer in J.P. #2, Place 2's budget. (Recorded in minutes in full)

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

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out-of-town travel requests for COMMISSIONER #1, COMMISSIONER #2, COUNTY ENGINEER, COUNTY CLERK, CONSTABLE #2, COUNTY TREASURER, COUNTY AUDITOR, COUNTY JUDGE, DISTRICT CLERK, BAIL BOND, DISTRICT ATTORNEY, EMERGENCY MANAGEMENT, and J.P. #2, PLACE 2. (Recorded in minutes in full)

5. SHERIFF GUS GEORGE, RE: REQUEST APPOINTMENT OF CLARENCE ARTHUR GOLDEN & ROBERT LOUIS PYKA, JR. AS RESERVE DEPUTIES:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to appoint Clarence Arthur Golden and Robert Louis Pyka, Jr. as Reserve Deputies with the Fort Bend County Sheriff Department. (Recorded in minutes in full)

6. CONSIDER APPROVAL OF RESERVE DEPUTY CONSTABLE GERALD MATHEAUS, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to appoint Gerald Matheaus as Reserve Deputy Constable for Constable #1.

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 20th day of March, 1989, at a regular Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Bud O'Shields	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 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 1989, adopted November 14, 1988.

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 Place 2 DEPT.	FROM	TO	INCREASE (DECREASE)
1050-0020-0701	$ 700.00	$ 300.00	($400.00)
1050-0020-1062	$ 5000.00	$ 4500.00	($500.00)
1050-0020-1010	$ 1500.00	$ 1300.00	($200.00)
1050-0020-4010	$ 1500.00	$ 995.00	($505.00)
1050-0020-0200	$83740.00	$ 85,140.00	$1,400.00
1050-0020-0300	6388.00	6,494.00	106.00
1050-0020--400	5954.00	6,053.00	99.00

DATE: 3-15-89

DEPARTMENT HEAD: Gary Fredrickson, J.P.2, Pl.2

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Bud O'Shields, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL 38 431

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED MAR 13 1989 COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Ralph Gonzalez

DATE OF DEPARTURE: April 18, 1989

DATE OF RETURN: April 22, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: TDCAA Capital Murder Prosecution

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Criminal Dist. Attorney
Name & Department

DATE: 3-11-89

Sam W. Dick / dgt
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 3/20/89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

AS PER ORIGINAL 38 432

RECEIVED
MAR 13 1989
COUNTY JUDGE

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Larry Wagenback

DATE OF DEPARTURE: April 5, 1989

DATE OF RETURN: April 7, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Attorney General's Conference on Open Government

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Criminal Dist. Attorney
Name & Department

DATE: 3-11-89

Sam W. Dick / dgt
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 3/20/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

RECEIVED
MAR 13 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure 3-14-89

Date of Return 3-14-89

Purpose of Trip: 1 day Seminar at College Station - Inquests.

Places to be Visited:

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

Judge Gary Fitchenbaum
Name

3-7-89
Date

JP2, Pl 2
Title

* *

Approved: Commissioners' Court

[signature]
County Judge

Emergency 3/13/89

3/20/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 434

RECEIVED
MAR 14 1989

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Ray L. Breeding — Jarrell W. Caldwell

Sam J. Mann, Sr.

Cornelius Embree

DATE OF DEPARTURE: May 16, 1989

DATE OF RETURN: May 19, 1989

DESTINATION: Houston, Texas

PURPOSE OF TRIP: To attend Civil Process School

MODE OF TRANSPORTATION: County Vehicles

****

DEPARTMENT HEAD APPROVAL: Ray L. Breeding, Constable - Pct 2
Name & Department

DATE: March 14, 1989

Signature Ray Breeding

****

APPROVED COMMISSIONERS COURT: Presiding Official J Stavinoha

Date 3/20/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

RECEIVED
MAR 14 1989

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure March 28, 1989
Date of Return March 30, 1989

Purpose of Trip: Fort Bend County Day

Places to be Visited: Austin

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

Robert Shaw
Name

March 13, 1989
Date

County Auditor
Title

* * * \

COUNTY OF FORT BEND

Travel Authorization

RECEIVED MAR 15 1989 COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

Mel Speed

Period: Date of Departure 4/9/89

Date of Return 4/15/89

Purpose of Trip: National Hazardous Materials & Title III Conference

Places to be Visited: New Orleans

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

Mel Speed
Name

3/16/89
Date

Fort Bend CO. Emergency Management Coord.
Title

* *

Approved: Commissioners' Court

County Judge

3/20/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAR 17 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Manuel Zamora

DATE OF DEPARTURE: March 29, 1989

DATE OF RETURN: March 30, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Fort Bend County Day

MODE OF TRANSPORTATION: Personal vehicle

****

DEPARTMENT HEAD APPROVAL: R. L. "Bud" O'Shieles
R & B, Precinct #1
Name & Department

DATE: March 17, 1989

R. L. O'Shieles
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official O. Stavinoha

Date 3/20/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

38 438

RECEIVED

MAR 16

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AS PER ORIGINAL

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Sam J. Mann, Sr.

DATE OF DEPARTURE: May 9, 1989

DATE OF RETURN: May 9, 1989

DESTINATION: 15700 Drummet Blvd; Houston

PURPOSE OF TRIP: To attend Seminar "HOW TO SUPERVISE PEOPLE"

MODE OF TRANSPORTATION: County Vehicle

****

DEPARTMENT HEAD APPROVAL: [signature]
Name & Department

DATE: 14 Mar 89

Pct 2; Constable Dept
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 3/20/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

MAR 17 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure March 21, 1989

Date of Return March 23, 1989

Purpose of Trip: Texas District & Retirement System Board Meeting

Places to be Visited: Austin, TX

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

Kathy Hynson
Name

3/17/89
Date

FBC Treasurer
Title

* *

Approved: Commissioners' Court

J Stavinoha
County Judge

3/20/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Sam W. Dick

DATE OF DEPARTURE: March 28, 1989

DATE OF RETURN: March 30, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Meet with State Legislature for Fort Bend County Day

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Criminal Dist. Attorney
Name & Department

DATE: 3-17-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J Stavinoha

Date 3/20/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Bryan K. Best

DATE OF DEPARTURE: April 18, 1989

DATE OF RETURN: April 22, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: TDC AA Capital Murder Prosecution

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Criminal Dist. Attorney
Name & Department

DATE: 3-17-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 3/20/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

RECEIVED
MAR 17 1989
COUNTY JUDGE

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:

Mary Lynn Cheshire

Period: Date of Departure April 28

Date of Return April 28

Purpose of Trip: ~~Conv~~ Bail Bond Chair meeting

Places to be Visited: Austin

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

Diane Hilson
Name

3-10-89
Date

County Clerk
Title

* *

Approved: Commissioners' Court

County Judge

3/20/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

38 443

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:

JANICE WILE

Diana BEZECNY

Mary JANE MARTINEZ

Period: Date of Departure June 5, 1989

Date of Return June 9, 1989

Purpose of Trip: Attend 1989 County & District Clerks' Convention Comal Cty

Places to be Visited:

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

Mary Kitelen
Name

3-17-89
Date

Dist Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3/20/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

COUNTY OF FORT BEND

RECEIVED MAR 17 COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

Janice Wile
Diana Bezecny
& Jan Gillen

Period: Date of Departure Aug 16, 1989
Date of Return Aug 17, 1989

Purpose of Trip: to attend TAC Post Legislative Conference @ Austin, Tx

Places to be Visited:

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

Gloria Ketchum
Name

2-17-89
Date

Dist Clerk
Title

* *

Approved, Commissioners' Court

County Judge

3/20/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

JUDGE JODIE E. STAVINOHA

DATE OF DEPARTURE: MARCH 29, 1989

DATE OF RETURN: MARCH 31, 1989

DESTINATION: AUSTIN, TEXAS

PURPOSE OF TRIP: FORT BEND COUNTY DAY AND RESOURCE RECOVERY MEETING

MODE OF TRANSPORTATION: PERSONAL AUTO

****

DEPARTMENT HEAD APPROVAL: JUDGE JODIE E. STAVINOHA, COUNTY JUDGE
Name & Department

DATE: 3-17-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 3/20/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

JUDGE JODIE E. STAVINOHA

DATE OF DEPARTURE: APRIL 6, 1989

DATE OF RETURN: APRIL 7, 1989

DESTINATION: AUSTIN, TEXAS

PURPOSE OF TRIP: TO ATTEND MEETING - BOARD OF DIRECTORS TEX. COUNCIL

MODE OF TRANSPORTATION: PERSONAL AUTO

****

DEPARTMENT HEAD APPROVAL: JUDGE JODIE E. STAVINOHA, COUNTY JUDGE
Name & Department

DATE: 3-17-89

Signature J. Stavinoha

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/20/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL 38 447

RECEIVED
MAR 17 1989
COUNTY JUDGE

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:

Dianne Wilson

Period: Date of Departure 3-21

Date of Return 3-21

Purpose of Trip: Legislation

Places to be Visited: Austin

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

Dianne Wilson
Name

3-17-89
Date

County Clerk
Title

* *

Approved: Commissioners' Court

County Judge

3/20/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAR 20 1989

38 448

AS PER ORIGINAL

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Ray L. Breeding
Sam J. Mann, Sr
C.W. Embree
J.W. Caldwell

DATE OF DEPARTURE: 30 Mar 89

DATE OF RETURN: 1 Apr 89

DESTINATION: Comal County (New Braunfields) Sheriff's Dept

PURPOSE OF TRIP: To attend two day Civil Process School (sponsored by the Sheriff's Association of Texas).

MODE OF TRANSPORTATION: County Vehicle and one POV

****

DEPARTMENT HEAD APPROVAL: Ray Breeding
Name & Department Pct 2 Constable's Dept, FBC

DATE: 17 Mar 89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: Date 3/20/89)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure March 21, 1989

Date of Return March 22, 1989

Purpose of Trip: Legislative committee hearings

Places to be Visited: Austin, Texas

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

B. G. Denham
Name

March 20, 1989
Date

Commissioner - Precinct 2
Title

* *

Approved: Commissioners' Court

County Judge

3/20/89
Date

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FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Sidney M. Shaver

DATE OF DEPARTURE: 4-26-89

DATE OF RETURN: 4-28-89

DESTINATION: Kerrville, Tx.

PURPOSE OF TRIP: Attend the Texas Floodplain Management Association Conference.

MODE OF TRANSPORTATION: personal vehicle

****

DEPARTMENT HEAD APPROVAL: Ray D. Drachenberg/Engineering
Name & Department

DATE: 3-14-89

Ronald Drachenberg
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/20/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAR 13 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Larry Wagenbach

DATE OF DEPARTURE: April 5, 1989

DATE OF RETURN: April 7, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Attorney General's Conference on Open Government - Austin.

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: SAM W. Dick - Criminal Dist. Attorney
Name & Department

DATE: 3-11-89

Sam W. Dick / Jet
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

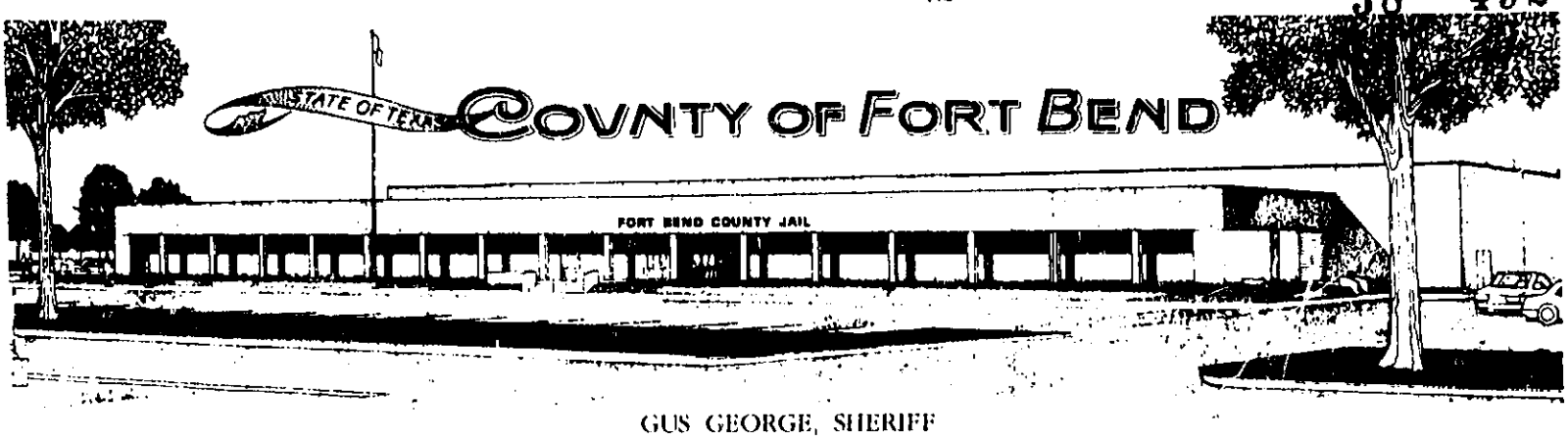
Date 3/20/89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

AS PER ORIGINAL

38 5 452



GUS GEORGE, SHERIFF

March 13, 1989

Honorable Jodie E. Stavinoha, County Judge
Commissioner R. L. O'Shieles, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

We request the following item be included on the Commissioners' Court Agenda for Monday, March 20, 1989.

> Approve appointment of Clarence Arthur Golden and Robert Louis Pyka, Jr. as Reserve Deputies with the Fort Bend County Sheriff Department.

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

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Mr. Richard Selleh, Personel Director
Mr. Jed Walzel, Reserve Chief Deputy
Mr. P. R. Hillegeist, Chief Deputy

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

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

March 8, 1989

Mr. Gus George
Fort Bend County Sheriff
1410 Ranson Road
Richmond, Texas 77469

Dear Sheriff George:

I have completed my checks on Mr. Robert Louis Pyka, Jr. and Mr.Clarence Arthur Golden and find both men to have excellent work histories and backgrounds. I have no problem with them going to work in your department.

Sincerely,

Richard Selleh

Richard Selleh
Personnel Director
Fort Bend County

cc: County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

7. CONSTABLE RAY BREEDING, PCT. 2, RE: (1) REQUEST APPROVAL OF RESERVE DEPUTY BOB DYESS AND APPROVE BOND & OATH; (2) REQUEST AMENDING BUDGET:

Request approval of reserve deputy Bob Dyess and approve bond & oath:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to appoint Bob Dyess as Reserve Deputy for Constable #2, and approve bond & oath. (Recorded in minutes in full)

Request amending budget:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Pressley voting no, it is ordered to amend Constable #2's 1989 budget in the amount of $36,168 - declare an emergency. Funds from contingency fund. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF AND ACCEPT BOND & OATH FOR RESERVE DEPUTIES VIRGINIA KATE VOLKING AND ANDREW L SEPULVEDA, PCT. 3 CONSTABLE:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to appoint Virginia Kate Volking and Andrew L. Sepulveda as reserve deputies for Constable Pct. 3 and approve bond and oath.(Recorded in minutes in full).

9. CONSIDER SICK LEAVE EXTENSION FOR PCT. 4 ROAD & BRIDGE EMPLOYEE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve extended sick leave of 18 work days for Alois Malac, employee of Pct. 4 Road & Bridge Department. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF PRODUCT/MAINTENANCE AGREEMENTS WITH AT&T FOR PHONE EQUIPMENT IN TRAVIS ANNEX:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve product/maintenance agreements with AT&T for phone equipment in Travis Annex, as presented by Bill Pullman, representing AT&T. (Recorded in minutes in full)

11. CONSIDER TRANSFERRING PART OF YEAR-END BALANCE OF PCT. 3 ROAD & BRIDGE TO PCT. 3 MAINTENANCE FACILITY FUND #45:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize transfer of part of year-end balance of Pct. 3 Road & Bridge to Pct. 3 Maintenance Facility Fund #45 totaling $45,000 for capital improvement. (Recorded in minutes in full)

12. CONSIDER ADVERTISING FOR BIDS FOR MAINTENANCE SHED, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve advertising for bids for maintenance shed, Pct. 3.

13. APPROVE USE OF FORMER PCT. 1 OFFICE ON FM 2218 BY FORT BEND SENIOR CITIZENS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve use of former Pct. 1 office on FM 2218 by Fort Bend Senior Citizens with county continuing to pay for utility expenses.

CONSTABLE - PCT 2

#7/2

38 455

AS PER ORIGINAL

CATG	DESCRIPTION		PRESENT BUDGET	ADDT'L NEEDED	REVISED BUDGET
0201	Temporary or Extra Help		3,399	1,200	4,599
	*Summer Hire Program in conjunction with High Schools in Pct 2				
0300	Social Security		6,822	86	6,908
	Car Allowance		-0-	4,800	4,800
	*Request new Line Item 2 paid empl. @ $400/mth starting July 1, 1989				
0701	Conferences/Seminars/Training		500	400	900
	*TCLEOSE Requirements places add'l. training on reserve officers, and 40 extra training hours yearly for each full time officer.				
1010	Property and Equipment		1,000	24,803	25,803
	*4-Light Bars	1,700			
	Door Emblems	1,800			
	3-Car Radios	2,000			
	2-Cages	350			
	Computer w/printer	3,000			
	2-Modems	500			
	Typewriter	600			
	1-Scanner w/2 speakers	390			
	1-Base Station w/3 speakers	1,100			
	5-Handheld 2-way radios w/chargers & extra battery	2,900			
	1-Wall Key Map (FBC)	100			
	5-Key Maps (FBC)	140			
	2-Key Maps (HC)	43			
	3-Rechg. Flashlights w/chargers	340			
	Fingerprint Kit	50			
	Instamatic Camera	50			
	**3-Cars/used DPS	9,500			
	Paint for 3 Vehicles	240			
		24,803			
1062	Office Supplies		844	4,000	4,844
	$2,000 was used last year to supply the Needville Office, therefore, it will more than likely take the same amount to supply it this year. The Mo. City Office will need the same supplies. Also, changing all forms, letterheads, etc. to read Ray Breeding is an additional cost.				
2000	Utilities		3,429	~~6,000~~	9,429
	The Needville Office spent $6,000 last year on utilities, it's only common sense that the Mo. City Office will need the same amount, if not more, due to the fact it is larger.				
3020	Rentals		2,241	8,000 -5476 2524	10,241
	Needville Rent per year	3,000			
	Mo. City Rent per year	5,476			
	Water Fountain per year	300			
	Pager's per year	324			
	Copier per year	3,000			

*Additional Expenses

**or 3 used vehicles from Sheriff Dept. when they get new ones in May, 89.

CONSTABLE - PCT 2

AS PER ORIGINAL

CATG	DESCRIPTION		PRESENT BUDGET	ADDT'L NEEDED	REVISED BUDGET
4010	Fees and Services		-0-	2,800	2,800
	*Membership Dues	200			
	*Maid Service	2,000			
	*Misc. Emergency Expenses	600			
4011	*Uniforms		500	3,655	4,155
	5-Paid empl. (3 each)	1,395			
	Shoulder Patches	260			
	Badges (Reg & Res)	896			
	I.D. Cards (Reg & Res)	99			
	5-Hats @ $61 each	305			
	5-Jackets (Reg)	450			
	5-Rain Coats (Reg)	250			
		3,655			
7006	Tires and Tubes		491	600	1,091
	$200 each added to accommodate 3 additional vehicles				
7020	Repairs to Radios		-0-	800	800
	Request New Line Item (I would like to keep repairs to radios separate.)				
	10 hours labor	300			
	Materials	500			
		800			
	SUBTOTAL		19,226	57,144	76,370
	(delete 1010/cars if we get the 3 used Sheriff's cars in May)			(9,500)	(9,500)
	TOTAL		19,226	~~47,644~~ 36,168	66,870

*Additional Expenses

ALL COUNTY CARS WILL BE ON DUTY (DRIVEN BY BOTH RESERVES & PAID OFFICERS).

#8

38 457

AS PER ORIGINAL

APPLICATION FOR PUBLIC OFFICIAL BOND
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

1. Name of applicant ANDREW L. SEPULVEDA Age 42
2. Address 900 FOUNDREA #310 HOUSTON
   Number and Street — City or Township
   HARRIS TEXAS 77014
   County — State — Zip Code
3. Amount of bond $ 2000.00 Effective date 3-15-89
4. To whom payable FORT BEND COUNTY
   (exact name and complete mailing address of city, village, township, county, board or other political body)
   RICHMOND, TX 77469
5. Was the applicant: ☐ Elected OR ☒ Appointed To what position? DEPUTY CONSTABLE PCT 3
6. Applicant's occupation (other than this position) _____ How long? _____
7. Term of office is for 1 years. Begins 3-15-89 Ends 3-15-90
8. Did the applicant hold this office during preceding term? ☐ Yes ☒ No
9. Premium payment: ☒ Annual ☒ Prepaid for 1 years Premium $ 50
   Send bills to: ☐ Principal ☐ Other Amount paid $ 50

IF BOND IS OVER $50,000, ALSO ANSWER THE FOLLOWING QUESTIONS AND SIGN

10. Name of applicant's last employer _____
11. Real estate in applicant's name $ _____ Other property $ _____ Total debts $ _____
    If deputies will be employed, give names and describe bonds that deputies will furnish to applicant.

Deputy's Name	Amount of Bond	Name of Surety	Expiration Date

12. Give names of banks that have been designated by the proper authority as depositories for public funds coming into the applicant's hands, and how deposits are secured:

Name and Location of Bank	Amount of Deposit	How Secured
	$	
	$	
	$	

13. How often are audits required under the applicable statute/ordinance? _____
14. Who performs the audits? _____
    IF BOND AMOUNT IS $500,000 OR MORE, ATTACH A COPY OF THE MOST RECENT AUDIT

In consideration of the execution by the State Farm Fire and Casualty Company of the bond herein applied for, I agree to pay a premium of $ 50 per annum in advance while such bond or any continuation thereof remains in force; and I further agree to indemnify and keep indemnified the Company and hold and save it harmless from any and all liability, loss, cost, charges or expenses of whatever kind of nature, including reasonable attorney fees, which the Company shall at any time sustain or incur by reason or in consequence of having executed this bond or any continuation or renewal thereof and in enforcing the terms of this agreement; and to pay over, reimburse, and make good to the Company all sums of money which the Company shall pay on account of the execution of said bond or any continuation or renewal thereof; and I hereby waive any homestead or other exemption to which I may be entitled under the laws of any state of the United States of America.
NEW YORK ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information containing any fact material thereto, commits a fraudulent insurance act, which is a crime.

Dated this 15 day of March, 19 89

Applicant's Signature X Andrew L. Sepulveda (Seal)

WITNESS: [illegible]

AGENT ISSUED BOND ☐ Yes-submit copy of bond ☒ No

AGENT'S CODE STAMP
V. HILL
CRAWFORD
8132
09

(535) FB7-9018.6 REV. 4-87 PRINTED IN U.S.A. (00928A)

AS PER ORIGINAL

County of Fort Bend Date: 2/14/89

TO ALL APPLICANTS: Please complete this form and submit it with your application. The following information is being gathered by Fort Bend County Department of Personnel for research and federal Equal Employment Opportunity reporting requirements only. Information on this form will not be used to make any employment decisions which effects you. This form is confidential and will be kept for statistical use only.

NAME: Andrew L. SEPULVEDA

SEX: ✓ MALE

: _____ FEMALE

Position applied for: RESERVE DEPUTY

Ethnic Category: (Check One)

A. _____ White (Not of hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, the Middle Ease, or the Indian subcontinent.

B. _____ Black (Not of hispanic origin): All persons having origins in any of the black racial groups.

C. ✓ Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or Spanish culture or origin, regardless of race.

D. _____ Asian or Pacific Islanders: All persons having origins in any of the original peoples of the Far East, Southeast Asia or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

E. _____ American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America.

38 459
AS PER ORIGINAL

APPLICATION FOR PUBLIC OFFICIAL BOND
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

IF BOND IS $10,000 OR LESS, COMPLETE ONLY THE FIRST 7 QUESTIONS

1. Name of applicant VOLKING, VIRGINIA SLOCKETT Age 38
   Address 17334 CYPRESS RIVER (Number and Street) KATY (City or Township)
   HARRIS (County) TX (State) 77449 (Zip Code)
2. Amount of bond $ 50.00 Effective date 3-15-89
3. To whom payable FT. BEND COUNTY CONSTABLE PCT. 3 (exact name of city, village, township, county, board or other political body)
4. Was the applicant elected or appointed? Appointed To what position? Deputy Constable
5. Applicant's occupation (other than this position) None How long?
6. Term of office is for ____ years. Begins 3-15-89 Ends
7. Premium payment: ☒ Annual ☐ Prepaid for ____ years Premium $ 50.00
   Send bills to: ☐ Principal ☐ Other Amount paid $ 50.00

IF BOND IS OVER $10,000, ALSO ANSWER THE FOLLOWING QUESTIONS AND SIGN

8. Did the applicant hold this office during preceding term? ☒ Yes ☐ No
9. Name of applicant's last employer FT. BEND CTY. PCT. 4
10. Real estate in applicant's name $ ____ Other property $ ____ Total debts $ ____
11. If the applicant will employ deputies, give names and describe bonds which they will furnish him (her).

Deputy's Name	Amount of Bond	Name of Surety	Expiration Date
	$		
	$		
	$		

12. Give names of banks that have been designated by the proper authority as depositories for public funds coming into the applicant's hands, and how deposits are secured:

Name and Location of Bank	Amount of Deposit	How Secured
	$	
	$	
	$	

In consideration of the execution by the State Farm Fire and Casualty Company of the bond herein applied for, I agree to pay a premium of $ ____ per annum in advance while such bond or any continuation thereof remains in force; and I further agree to indemnify and keep indemnified the Company and hold and save it harmless from any and all liability, loss, cost, charges or expenses of whatever kind or nature, including reasonable attorney fees, which the Company shall at any time sustain or incur by reason or in consequence of having executed this bond or any continuation or renewal thereof and in enforcing the terms of this agreement; and to pay over, reimburse, and make good to the Company all sums of money which the Company shall pay on account of the execution of said bond or any continuation or renewal thereof; and I hereby waive any homestead or other exemption to which I may be entitled under the laws of any state of the United States or of the United States of America.

NEW YORK ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information containing any fact material thereto, commits a fraudulent insurance act, which is a crime.

Dated this 15th day of March 19 89

WITNESS: Pamela A. Gum

Virginia Slockett Volking (Seal)
(Applicant sign here)

Agent's Code Stamp

CO[illegible]

AGENT ISSUED BOND ☒ Yes ☐ No
(If Yes, submit copy of bond)

(535)FB7-9018.4 Rev. 11-84 Printed in U.S.A.

AS PER ORIGINAL

County of Fort Bend Date: 3-4-89

TO ALL APPLICANTS: Please complete this form and submit it with your application. The following information is being gathered by Fort Bend County Department of Personnel for research and federal Equal Employment Opportunity reporting requirements only. Information on this form will not be used to make any employment decisions which effects you. This form is confidential and will be kept for statistical use only.

NAME: VIRGINIA KATE VOLKING

SEX: _____ MALE

: ✓ FEMALE

Position applied for: Deputy Constable

Ethnic Category: (Check One)

A. ✓ White (Not of hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, the Middle Ease, or the Indian subcontinent.

B. _____ Black (Not of hispanic origin): All persons having origins in any of the black racial groups.

C. _____ Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or Spanish culture or origin, regardless of race.

D. _____ Asian or Pacific Islanders: All persons having origins in any of the original peoples of the Far East, Southeast Asia or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

E. _____ American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America.

#9

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

March 14, 1989

To: Members of Commissioners Court

From: Richard Selleh - Personnel Director

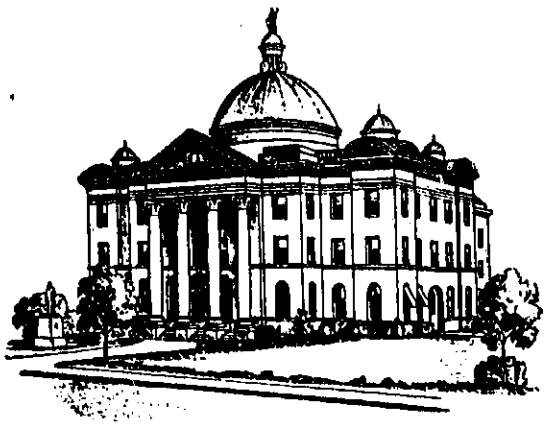
Subject: Extended sick leave for Road and Bridge Precinct # 4 employee

Enclosed is a letter from Commissioner Lutts and another from Mr. Alois Malac's physician.

Mr. Malac started using his sick time during the pay period of 1-7-89 to 1-20-89. At that time, he had 45 hours vacation time and 130.38 hours sick time in his account. For the pay period of 3-4-89 to 3-17-89, Mr. Malac will have 59.02 hours sick and vacation time. This leaves him 30.98 hours short to receive a full check. The is no indication that Mr. Malac misused his sick time. He qualifies for eighteen days extended sick leave and it is my recommendation that Commissioners Court grant extended sick leave to this employee.

AS PER ORIGINAL

OFFICE OF
BOB LUTTS
COMMISSIONER
PRECINCT 4



P. O. BOX 187
FULSHEAR, TEXAS 77441
(713) 346-1432

STATE OF TEXAS COUNTY OF FORT BEND

March 9, 1989

Mr. Richard Selleh
Personnel Director
Fort Bend County

Dear Richard,

I am requesting eighteen days of extended sick leave for Alois Malac. He has been a valuable employee with Precinct 4 since July 14, 1980.

Due to a previous illness and major surgery, please see attached letter, he will totally use all accumulated sick and vacation time as of March 10, 1989.

I would appreciate your assistance in this matter.

Sincerely yours,

Bob Lutts

Bob Lutts

BL/sk

AS PER ORIGINAL

C. RICHARD STASNEY, M.D., F.A.C.S.
OTOLARYNGOLOGY, FACIAL PLASTIC SURGERY
HEAD AND NECK SURGERY

LARRY PAUL CONRAD, M.D., F.A.C.S.
OTOLARYNGOLOGY, FACIAL PLASTIC SURGERY
HEAD AND NECK SURGERY

PARK PLAZA PROFESSIONAL BUILDING, SUITE 710
1213 HERMANN DRIVE - HOUSTON, TEXAS 77004
713 527-5497

March 1, 1989

To Whom It May Concern

Re: A. E. Malac

Mr. Malac is scheduled for a Hemilarynectomy on March 2, 1989. He will be hospitalized for approximately 12 days. He will not be able to return to work for approximately 3 weeks after being released from the hospital. If you have further questions please notify my office.

Larry P. Conrad, M.D., F.A.C.S.

AT&T

Product Agreement

38 464 AIS-1542A (6-88)
AGENDA ITEM
#10

AS PER ORIGINAL

CONTRACT 000-508-7259 ORDER 007950724 DATE 02/16/89

FORT BEND COUNTY
500 JACKSON
RICHMOND TX 77469

AT&T
5 GREENWAY PLAZA E 30 FLOOR
HOUSTON TX 77046

AT&T CONTACT INFORMATION
MARI BRANCH
713-968-5223

TRANSACTION TYPE: PURCHASE

PRODUCT/SERVICE DESCRIPTION	PRICE ELEMENT CODE	WARRANTY TERMS	WARRANTY CVRG*	LIC. FEE	QUANTITY	PURCHASE PRICE LICENSE FEE	INSTALLATION ONE-TIME CHARGE
SERVICE CHARGE	0505-VST	000	1		1	30.00	0.00
ENCORE BSC DESK	3100-EBDA	012	1		4	178.20	48.00
SPEAKERPHONE MO	31711A	012	1		2	326.80	54.00
SNGL DIG ADJ SU	31757A	012	1		2	174.80	36.00
7406 DIG SET W	3182-LCDA	012	1		12	5023.20	630.00
ANALOG LINE	63111A	012	1		3	4594.20	120.00
TOTAL						10327.20	888.00
ESTIMATED SHIPPING CHARGES							25.00
FILING/OTHER FEES							0.00
CREDITS/DOWN PAYMENTS						0.00	0.00
GRAND TOTAL						10327.20	913.00

ALL PRICES AND RATES ABOVE ARE EXCLUSIVE OF SALES/USE TAXES

*WARRANTY COVERAGE:
8:00AM-5:00PM;MON-FRI. (1)
24 HOURS;7 DAYS (2)
MAIL IN/DEPOT/HOTLINE (3)
CUSTOMER INVENTORY MGMT (4)
CUSTOMER ON-SITE EXCHANGE (5)
AT&T ON-SITE EXCHANGE (6)

POST WARRANTY MAINTENANCE ELECTED: YES
If Yes, see Maintenance Agreement attached

FREEZE DATE: 02/24/89
DELIVERY DATE:
INSTALLATION DATE:

EQUIPMENT LOCATION
500 JACKSON
RICHMOND TX 77469

AT&T
AUTHORIZED SIGNATURE

FORT BEND COUNTY
AUTHORIZED CUSTOMER SIGNATURE

TYPED NAME JAMES T. NEAL
TITLE OPERATIONS MANAGER

ADDRESS
1360 POST OAK BLVD.

TYPED NAME
TITLE

CITY HOUSTON STATE TX ZIP CODE 77056

DATE

DATE

CUSTOMERS SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY AT&T. CUSTOMERS SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR AT&T TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE

REMARKS

OFFICE ORIGINAL

AIB-1336A (8-87)

AT&T

Maintenance Agreement

AS PER ORIGINAL

CONTRACT 000-508-7259 ORDER 007950724 DATE 02/16/89

FORT BEND COUNTY
500 JACKSON
RICHMOND TX 77469

AT&T
5 GREENWAY PLAZA E 30 FLOOR
HOUSTON TX 77046

AT&T CONTACT INFORMATION
MARI BRANCH
713-968-5223

PRODUCT/SERVICE DESCRIPTION	PRICE ELEMENT CODE	TERMS (YEARS)	COVERAGE	QUANTITY	UNIT MONTHLY MAINTENANCE CHARGE	TOTAL MONTHLY MAINTENANCE CHARGE
ENCORE BSC DESK	3100-EBDA	1 YR	1	4	0.90	3.60
SPEAKERPHONE MD	31711A	1 YR	1	2	3.25	6.50
SNGL DIG ADJ SU	31757A	1 YR	1	2	1.00	2.00
7406 DIG SET W	3182-LCDA	1 YR	1	12	2.50	30.00
ANALOG LINE	63111A	1 YR	1	3	9.20	27.60
TOTAL						69.70
GRAND TOTAL						69.70

ALL PRICES AND RATES ABOVE ARE EXCLUSIVE OF SALES/USE TAXES

*WARRANTY COVERAGE:
8:00AM-5:00PM;MON-FRI. (1)
24 HOURS;7 DAYS (2)
MAIL IN/DEPOT/HOTLINE (3)
CUSTOMER INVENTORY MGMT (4)
CUSTOMER ON-SITE EXCHANGE (5)
AT&T ON-SITE EXCHANGE (6)

COMMENCEMENT DATE: **

EQUIPMENT LOCATION
500 JACKSON
RICHMOND TX 77469

AT&T
AUTHORIZED SIGNATURE

FORT BEND COUNTY
AUTHORIZED CUSTOMER SIGNATURE

TYPED NAME JAMES T. NEAL
TITLE OPERATIONS MANAGER

ADDRESS
1360 POST OAK BLVD.

CITY HOUSTON STATE TX ZIP CODE 77056

TYPED NAME
TITLE

DATE

DATE

CUSTOMER SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING LIMITATIONS OF LIABILITY, WARRANTIES, AND EXCLUSIVE REMEDIES.

REMARKS
** MAINTENANCE COMMENCES AT WARRANTY EXPIRATION

OFFICE ORIGINAL

38 466
AGENDA ITEM
#11

AS PER ORIGINAL

THE HOME
INSURANCE
COMPANY

Loss Control Suggestions and Recommendations

2925 BRIARPARK
SUITE 300
HOUSTON, TEXAS 77042

P.O. BOX 4357
HOUSTON, TX 77210

(713) 787-7860

March 2, 1989

County of Fort Bend
P. O. Box 326
Richmond, TX 74469

Anco Insurance Services
P. O. Box 218060
Houston, TX 77218

RE: TCPF 209136
19310 Canal Rd.
Richmond, Texas

Gentlemen:

As a result of the February 14, 1989 survey completed by Brian Dove of our staff of the location in caption, we have the following recommendations to call to your attention:

89-2-1 FIRE PROTECTION - PAINT SPRAY AREA

It was determined during this survey that the paint spray area being utilized in the main building is not protected with an approved automatic fire extinguishing system. Two control possible fires, this spray area should be protected with an approved extinguishing system or automatic sprinkler system as required by NFPA 33.

Please indicate the corrective action taken with regard to all items on the copy of this letter. It should be returned to us within thirty (30) days in the enclosed envelope.

Very truly yours,

THE HOME INSURANCE COMPANY

Gary Minks, Manager
Loss Control Department

GM/jmm

Enclosure

SEE IMPORTANT NOTICE ON REVERSE SIDE

14. SET PUBLIC HEARING FOR REPLAT OF SWEETWATER, SEC. 13 & 12A IN FIRST COLONY PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing date for replat of Sweetwater, Sec. 13 & 12A in First Colony Pct. 4 for 10 a.m. on April 17, 1989.

15. CONSIDER APPROVING REPLAT FOR THE GREENS, SEC. 2A, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve replat for The Greens, Sec. 2A, Pct. 4.

16. CONSIDER APPROVING FEE CHARGES AS PRESENTED BY ENGINEERING DEPT.:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize fee structure as presented by Ron Drachenberg, County Engineer. (Recorded in minutes in full.)

17. CONSIDER SETTING PUBLIC HEARINGS ON REPLATS OF GREATWOOD VILLAGE AND GREATWOOD TRAILS, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set public hearing date on replats of Greatwood Village and Greatwood Trails, Pct. 1 for 10:15 a.m. on April 17, 1989.

18. CONSIDER APPLICATION FROM HL&P TO BORE CABLE UNDER SEVERAL ROADS IN WILLOW FORK, SEC. 1 & 2, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application from HL&P to bore cable under Perdido Bay, Fulford Ct., Belfry Ct., Spyglass Ln., Cinco Blvd., Moortown Cir., Manito Cir., Maiden Head, Haseltine, and Keiller Cir., in Willow Fork, Sec. 1 & 2, Pct. 3. (Recorded in minutes in full)

19. CONSIDER APPOINTING PRESIDING JUDGE PRO-TEM FOR COMMISSIONERS COURT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, to appoint the senior court member Alton Pressley as Presiding Judge Pro-Tem. Motion lost with Commissioner Pressley voting yes, Commissioner Denham voting yes, Commissioner Lutts voting no, Commissioner O'Shieles voting no, and Judge Stavinoha abstaining.

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and carried, it is ordered to appoint Bob Lutts as Presiding Judge Pro-Tem, with Commissioner O'Shieles voting yes, Commissioner Denham voting yes, Commissioner Pressley voting no, and Commissioner Lutts abstaining.

20. CONSIDER APPROVAL OF SUBSTANTIAL COMPLETION OF WILLIAM B. TRAVIS ANNEX:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone approval of substantial completion of William B. Travis Annex until March 27, 1989.

Joseph Santopetro representing DiStefano & Associates explained a substantial completion agreement.

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

March 16, 1989

Judge Jodie E. Stavinoha/FBC Judge
Commissioner Bud O'Shieles/FBC Precinct #1
Commissioner Ben Denham/FBC Precinct #2
Commissioner Alton B. Pressley/FBC Precinct #3
Commissioner Bob Lutts/FBC Precinct #4
Mr. Larry Wagenbach/FBC Asst. Dist. Attorney-Civil Div.

RE: Fees Required

Gentlemen:

When a state agency and/or taxing authority applies for a permit, that entity may receive a waiver from payment of customary fees when proper identification is made on the permit application.

Listed below are the fees required for permits and copies processed within the Engineering Department.

Development Permits:	$20.00	Application and/or Exemption Certificate Fee
	$30.00	Additional charge for Development Permit being a total of $50.00.
Private Sewage Facility Permits:	$10.00	Permit Fee
	$10.00	Texas Department of Health Fee
	$20.00	Fee per Inspection (at least one required)
Copies:	$1.00	Copy per Page (8-1/2" x 11" or 8-1/2" x 14")
	$3.00	Copy per Page (24" x 36")

Please review the above, and if you have any questions or comments, please call.

Sincerely,

Ronald D. Drachenberg

Ron D. Drachenberg, P.E.,R.P.S.
FBC Engineer

RDD:rp

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Houston Lighting & Power Co. dated 12-13-88, permit no. 81026 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Sutts, 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 Ronald D. Wharley
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

returned 3/27/89

AS PER ORIGINAL

38 470

Appl. # 81026

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-16-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
NOTICE NO. Key Map 485-Z
810226

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased
Perdido Bay	150' north of Fry Rd	100 ft	XXX			
Perdido Bay	150' north of Ganton	65 ft	XXX			
Perdido Bay	150' south of Fulford Ct	70 ft	XX			
Fulford Ct	300' north of Perdido Bay	65 ft	XX			
Belfry Ct.	150' n.west Medinah Ln	70 ft	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Houston Lighting & Power Co. proposes to bore 3 inch Sch 80 PVC conduit at above locations, in which 19.9kV underground cable will be installed to provide service to Willow Fork S/D, Sec. One

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

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that said Order is not in conflict with Art. 1436A, Vernon's Texas Civil Statutes.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box ~~1028~~ 1449
Rosenberg, Texas 77471
(713) 342-~~2863~~ 3039

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

COMPANY: Houston Lighting & Power Co.
ADDRESS: P. O. Box 1700
Houston, Texas 77001

Attn: Manager Engineering Services

ISSUED BY: L L Miller (signature)

NAME: L. L. Miller (print)

TITLE: Engr. Supervisor LOCATION: Katy S/C

BUS. PHONE: 391-6408 DATE: 12/13/88

24 HOUR PHONE: (713) 228-7800

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
NOTICE NO. Key Map 485-Z
81026

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased
Spyglass Ln	350' n.west Medinah Ln	80 ft	XX			
Spyglass Ln	150' s.east of Medinah Ln	80 ft	XX			
Spyglass Ln	150' n.west of Ganton	70 ft	XX			
Spyglass Ln	at the Fry Rd intersection	100 ft	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Houston Lighting & Power Co. proposes to bore 3 inch Sch 80 PVC conduit at above locations in which 19.9kV underground cable will be installed to provide service to Willow Fork S/D, Sec One.

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

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that said Order is not in conflict with Art. 1436A, Vernon's Texas Civil Statutes.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box ~~1028~~ 1449
Rosenberg, Texas 77471
(713) 342-~~2863~~ 3039

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

COMPANY: Houston Lighting & Power Co.
ADDRESS: P. O. Box 1700
Houston, Texas 77001

Attn: Manager Engineering Services

ISSUED BY: L. L. Miller (signature)

NAME: L. L. Miller (print)

TITLE: Engr. Supervisor LOCATION: Katy S/C

BUS. PHONE: 391-6408 DATE: 12/13/88

24 HOUR PHONE: (713) 228-7800

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Houston Lighting & Power Co. dated 12-13-88, permit no. 81027 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Sutto, 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 Ronald Bradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosen
Deputy

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

returned 3/27/89

Appl. # 81027

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-16-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
NOTICE NO. Key Map 485-V
81027

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased
Cinco Blvd.	on East side of Mason Rd	100 ft	XX			
Cinco Blvd.	150' s.w. of Hollinwell	60 ft	XX			
Cinco Blvd.	150' n.east Hollinwell	60 ft	XX			
Moortown Circle	100' east of Hollinwell	60 ft	XX			
Moortown Circle	350' west of Hollinwell	60 ft	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Houston Lighting & Power Co. proposes to bore 3 inch Sch 80 PVC conduit at above locations in which 19.9kV underground cable will be installed to provide service to Willow Fork S/D, Sec. Two

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

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that said Order is not in conflict with Art. 1436A, Vernon's Texas Civil Statutes.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box ~~1028~~ 1449
Rosenberg, Texas 77471
(713) 342-~~2863~~ 3039

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

COMPANY: Houston Lighting & Power Co.
ADDRESS: P. O. Box 1700
Houston, Texas 77001

Attn: Manager Engineering Services

ISSUED BY: L. L. Miller (signature)

NAME: L. L. Miller (print)

TITLE: Engr.Supervisor LOCATION: Katy S/C

BUS. PHONE: 391-6408 DATE: 12/13/88

24 HOUR PHONE: (713) 228-7800

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
NOTICE NO. Key Map 485-V
81027

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased
Manito Circle	100' north of Cinco Blvd	65 ft	XX			
Maiden Head	200' south of Hollinwell	60 ft	XX			
Haseltine	150' east of Keiller Cir	60 ft	XX			
Keiller Circle	200' north of Haseltine	60 ft	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Houston Lighting & Power Co. proposes to bore 3 inch Sch 80 PVC conduit at above locations in which 19.9kV underground cable will be installed to provide service to Willow Fork S/D, Sec. Two

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

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that said Order is not in conflict with Art. 1436A, Vernon's Texas Civil Statutes.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box ~~1028~~ 1449
Rosenberg, Texas 77471
(713) 342-~~2863~~ 3039

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

COMPANY: Houston Lighting & Power Co.
ADDRESS: P. O. Box 1700
Houston, Texas 77001

Attn: Manager Engineering Services

ISSUED BY: L. L. Miller (signature)

NAME: L. L. Miller (print)

TITLE: Engr.Supervisor LOCATION: Katy S/C

BUS. PHONE: 391-6408 DATE: 12/13/88

24 HOUR PHONE: (713) 228-7800

21. CONSIDER REJECTING BIDS ON AMBULANCES (#89-032) AND READVERTISE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject bids on ambulances (#89-032) and readvertise as requested by Dan Kosler, EMS Director. (Recorded in minutes in full)

22. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS (DEPT. HEAD EVALUATIONS & EMS) AND LAND MATTERS (RIGHT-OF-WAY) AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E,F.G), VTCS, AND CONSIDER TAKING ACTION:

Met in closed session.

No action taken.

RECESS:

Commissioners Court recessed at 11:20 a.m.

23. 11:00 A.M. - DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA):

See enclosed Drainage District Board minutes.

RECONVENE:

Commissioners Court reconvened at 11:40 a.m. for continuation of Closed Session.

RECESS:

Commissioners Court recessed at 12:20 p.m.

24. 1:30 P.M. - OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW 1500 GAL. ASPHALT DISTRIBUTOR WITH OR WITHOUT TRADE-IN (#89-036); (2) ONE OR MORE NEW TRUCK CAB & CHASSIS (#89-037):

Open bids for one or more new 1500 gal. asphalt distributor with or without trade-in (#89-036):

The following bids were presented to Commissioners Court for review.

A) R.B. EVERETT AND COMPANY
B) ROMCO EQUIPMENT COMPANY

Open bids for one or more new truck cab & chassis (#89-037):

The following bids were presented to Commissioners Court for review.

A) ALVIN EQUIPMENT CO.
B) A.C. COLLINS FORD, INC. - no bid
C) BARRETT WHITE GMC
D) KNAPP CHEVROLET
E) LAWRENCE MARSHALL CHEV-OLDS
F) MORT HALL FORD, INC.

25. APPROVE BILLS:

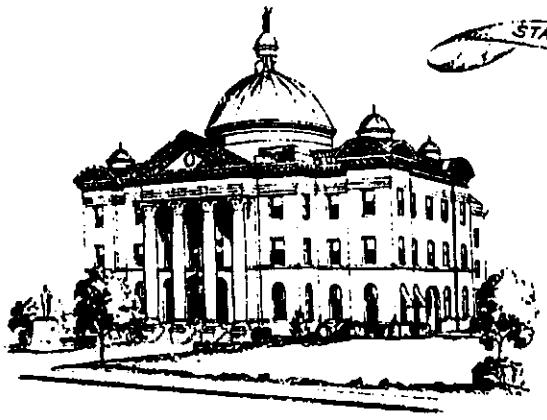
Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve bills as presented by Robert Grayless, County Auditor. (Recorded in minutes in full)

26. ADJOURNMENT:
Commissioners Court adjourned at 1:40 p.m. Monday, March 20, 1989.

D-P #21

38 478

AS PER ORIGINAL



STATE OF TEXAS COUNTY OF FORT BEND

Emergency Medical Services

Rt. [illegible] C
Rosen[illegible] 7471

Emergency (713) 342-2100 Office (713) 342-7233

DANIEL KOSLER
Director

1985 BLS SERVICE OF THE YEAR
1987 ALS SERVICE OF THE YEAR

JOE KACAL
Assistant Director

March 16, 1989

The Honorable County Judge
and Commissioners Court

Re: Bid #89 - 032

Dear Sirs:

Even though I will be out of town on Monday, March 20th, I am requesting that the above referenced bid for ambulances be rejected for the accompanying reasons, and that this department be allowed to re-advertise for the same.

a) Frazier, Inc. - Disqualified - Bid submitted on improper bid form.

b) Collins Ambulance Sales and Service - Disqualified - Stated in their introduction that they disregarding our specifications and bidding their own.

c) First Response, Inc. - Disqualified - Failed to attend mandatory pre-bid conference.

d) Southern Ambulance Builders, Inc. - Disqualified - Failed to attend mandatory pre-bid conference.

I thank you in advance for your time and consideration.

Sincerely,

Daniel Kosler

cc: Mr. John Hammett, Purchasing Agent
Mr. Larry Wagenbach, Assistant District Attorney

BID ITEM: 1500 GALLON ASPHALT DISTRIBUTOR WITH OR WITHOUT TRADE IN.

BID NUMBER: 89-036

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$CATEGORY

VENDOR NAME	BID PRICE	
AFFOLTER CONTRACTING CO., INC.		
ALVIN EQUIPMENT CO., INC.		
BADO EQUIPMENT CO., INC.		
BOETTCHER-HLAVINKA CO.		
BOMAG		
BRAZOS EQUIPMENT SALES CO.		
CASE POWER & EQUIPMENT		
CONLEY-LOTT NICHOLS MACHINERY		
CONSTRUCTION EQUIPMENT INT'L		
D & S TRUCK PARTS & REPAIR		
DECA EQUIPMENT COMPANY		
DIVERSIFIED EQUIPMENT		
DUP'S INC.		
E.L. LESTER & COMPANY		
EAGLE LAKE IMPLEMENT CO., INC.		
EL CAMPO EQUIPMENT CO., INC.		
FORTRESS ALLATT, LTD.		
FT BEND CHAMBER OF COMMERCE 1		
GRACE EQUIPMENT		
GULF MACHINERY CO., INC.		
HALL EQUIPMENT SUPPLY CO.		
HERTZ EQUIPMENT RENTAL CORP		
HI-WAY EQUIPMENT CO., INC.		
HOUSTON HEAVY EQUIPMENT, INC.		
INGERSOLL-RAND EQUIPMENT SALES		
J.W. BARTHOLOW MACHINERY CO.		
JOHNSON & ROACH TRACTOR CO.		
K & M EQUIPMENT, INC.		
MOTOR TRUCK EQUIPMENT CORP.		
MUSTANG TRACTOR & EQUIPMENT CO		
PLAINS MACHINERY COMPANY		
PRECO MACHINERY SALES, INC.		
R.B. EVERETT AND COMPANY	36,970.00	11,000. trade in
RICE BELT IMPLEMENT CO,INC.		
RICHMOND AUTO ELECTRIC		
ROMCO EQUIPMENT COMPANY	28,232.00	1500. trade in
ROSENBERG FORD TRACTOR		
ROSENBERG/RICHMOND CHAMBER - 2		
SHOPPA FARM SUPPLY CO.		
SOUTH TEXAS EQUIPMENT CO., INC		
STAR CONCRETE CONSTRUCTION		
THE R.J. MILLER CO., INC.		
TOM FAIREY COMPANY		
TOMM LEE, INC.		
TRUCK & PICKUP EQUIPMENT CORP.		
VOLVO WHITE TRUCK CORPORATION		
W.R. FLORA & SONS, INC.		
WAUKESHA-PEARCE INDUSTRIES,INC		
WORLD WIDE WELDING & PRESS INC		

PAGE NO. 1

AS PER ORIGINAL

BID ITEM: TRUCK CAB AND CHASSIS.

BID NUMBER: 89-037

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'070'$CATEGORY

VENDOR NAME	BID PRICE
Alvin Equipment Co.	27,492.00
A.C. COLLINS FORD, INC.	NO BID
A.J. FOYT CHEVROLET	
BARRETT WHITE GMC	22,856.00
BECK AND MASTEN GMC TRUCKS	
BOB MARCO BUICK-GMC-MAZDA	
BOB MARCO GMC	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
DAN BOONE CHEVROLET	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD, INC.	
EAST BERNARD FORD, INC.	
FRANK GILLMAN GMC	
FT BEND CHAMBER OF COMMERCE	
GALLERIA AREA FORD, INC.	
GILMAN DODGE	
GOODSON GMC	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD	
JOE CAMP FORD	
JOE GRILLO DODGE	
JOE GRILLO OLDSMOBILE	
JOE MYER'S FORD INC.	
KINSEL FORD	
KNAPP CHEVROLET	22,990.00
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAROCHE CHEVROLET-CADILLAC	
LAWRENCE MARSHALL CHEV-OLDS	23,246.11
LEHMAN GMC	
LEHMAN WEST HOUSTON CHRY PLY	
LES MARKES CHEVROLET	
MACK HAIK PEACOCK CHEVROLET	
MAJOR FLEET & LEASING CORP.	
MARSHALL FORD-MERCURY	
MICKEY BATSON GMC	
MILLER CHEVROLET	
MORT HALL FORD, INC.	22,945.00
NOBLE PONTIAC GMC	
REGENCY CHEVROLET	
RICHARDSON CHEVROLET	
ROSENBERG/RICHMOND CHAMBER	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC	
UNIVERSAL FORD SALES, INC.	

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'070'$CATEGORY

VENDOR NAME	BID PRICE
WEST HOUSTON CHRY PLY GMC	
WESTWAY FORD, INC.	

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 20th day of March, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

Now, therefore, be it resolved upon the motion of Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, it is ordered that the bills be approved as presented by Robert Grayless, County Auditor.

********** APPROVED **********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 20TH day of MARCH, Drainage District Board of Fort Bend County, Texas met with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK
DAN GERKEN	DRAINAGE MANAGER

1. DISCUSS AND CONSIDER AUTHORIZING ADVERTISING FOR BIDS FOR PURCHASE OF DRAGLINE, WITH TRADE-IN:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve advertising for bids for purchase of dragline, with trade-in(s). (Recorded in minutes in full)

2. CONSIDER AMENDMENT TO AGREEMENT FOR PREPAYMENT OF IMPACT FEES BETWEEN FIRST COLONY LEVEE IMPROVEMENT DISTRICT AND FORT BEND COUNTY DRAINAGE DISTRICT:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the signature of County Judge Jodie Stavinoha on the amendment to agreement for prepayment of impact fees between First Colony Levee Improvement District and Fort Bend County Drainage District as presented by Joe B. Allen of Vinson & ELkins. (Recorded in minutes in full)

3. REVIEW DRAINAGE DISTRICT MONTHLY REPORT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept Drainage District Monthly Report for February 1989 as presented by Dan Gerken, Drainage Manager. (Recorded in minutes in full)

4. ADJOURNMENT:

Drainage District Board adjourned at 11:40 a.m., Monday, March 20, 1989.

DDB#1

38 484

AS PER ORIGINAL

COUNTY OF FORT BEND

Drainage District

Daniel E. Gerken, P.E.
Manager / Engineer

...ng / Administration
...28 / 3417 Avenue F
Rosenberg, Texas 77471
342-2863

Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

March 14, 1989

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

Dear Sirs:

I will be asking the Commissioners Court for permission to advertise for bids for the purchase of a new dragline with our Link Belt LS-128 listed as a trade-in.

The Link Belt LS-128 is a 1982 year model machine that was delivered in January of 1983, which in terms of heavy equipment, is not very old. This machine, however, has a history of excessive downtime and increased operating expenses when compared to our other machines of comparable size. The following shows data on downtime and associated operating costs on the LS-128 from 1986 to present.

1986

Downtime	62 days

1987

Downtime	36 days
Expenses	$18,997.30

1988

Downtime	75 days
Expenses	$25,410.88

1989 - February

Downtime	11 days
Expenses	$6,762.21

TOTALS

Downtime	184 days
Expenses	$51,170.39

Over the last 3½ years, the machine was down 184 days and cost $51,170.39 over the last 2 years and 2 months in repair bills.

This model machine was manufactured for only six years before being discontinued. Our machine has been inspected and evaluated by the service department of the selling distributor. They discovered several components that will need repair and these repairs are apparently very common to this model. Repairing these items will be very costly and the distributor tells us that we can expect our operating costs to increase. It is apparent this model machine is plagued by severe maintenance problems.

For these reasons, I propose to replace this machine with a new machine with a sixty (60) foot long boom and capable of handling a 1½ cubic yard bucket. The funds in the 1989 Property and Equipment line item are adequate.

If you have any questions or need additional information, please let me know.

Very truly yours,

Daniel E. Gerken

Daniel E. Gerken, P.E.
Drainage District Manager/Engineer

DEG/jm
cc: County Judge Jodie Stavinoha
Commissioner R. L. O'Shieles, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4

Amendment
to
Agreement for Prepayment of Impact Fee
between
First Colony Levee Improvement District
and
Fort Bend County Drainage District

STATE OF TEXAS §

COUNTY OF FORT BEND §

This Amendment is entered into as of the _____ day of _____, 1989 by and between First Colony Levee Improvement District (hereinafter "FCLID") and Fort Bend County Drainage District (hereinafter "FBCDD"), both bodies politic and corporate and governmental agencies of the State of Texas organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution for the purpose of amending the Agreement for Prepayment of Impact Fees (hereinafter "Agreement") dated June 6, 1988.

Recitals

FCLID and FBCDD have heretofore executed the Agreement and now desire to amend the Agreement to reflect changes in conditions that have occurred since the execution of the Agreement. FBCDD has adopted impact fees in the amount of $1,985 per acre.

Agreement

For and in consideration of the mutual policies, convenience, obligation and benefit of this Amendment, FCLID and FBCDD contract and agree as follow:

Section 1. Section 2.D. of the Agreement is hereby amended to read as follows:

The computation of impact fees on land in the FCLID shall be computed on the same basis as all other land within the Service Area, except that by virtue of the pre-payment there shall be no escalation or increase in the amount of such fees. Based on the adopted impact fee of $1,985 per acre, the number of acres on which the impact fee has been paid is 453 acres.

Section 2. Section 2.F. of the Agreement is hereby amended to read as follows:

FBCDD shall refund the $900,000 or any portion thereof which has not been expended upon written request of the FCLID if a construction contract for drainage improvements on Oyster Creek from Dulles Avenue to Frost Dam has not been executed within 90 days after the date of this Amendment or the entire $900,000 has not been expended within one (1) year of this Amendment; provided, however, FCLID shall not be entitled to a refund if the Fort Bend Flood Control and Water

Supply Corporation (hereinafter "FBFCWSC") has issued its $20,325,000 bonds.

Section 3: Section 2.G. of the Agreement is hereby deleted and the following is substituted:

FBCDD will cause a maximum of 600,000 cubic yards of the first dirt (without regard to quality or type) to be excavated from the Middle Oyster Creek from FM1092 to Highway 6 (the "Excavation Materials") as shown by the plans and specifications prepared by Lichliter/Jameson & Associates, hauled to and deposited on the Site shown on Exhibit "A" (Site) without expense to FCLID. FCLID must make such request in writing prior to the time of advertisement of bids for the work in such area and shall specify the quantity of dirt desired.

FCLID hereby represents that it has the legal right to use the Site for such purpose and authorizes FBCDD, FBFCWSC and the contractor to place the Excavation Materials on the Site.

FCLID hereby agrees that FCLID has independently investigated the condition of the Excavation Materials to determine the desirability and usability thereof, and FCLID has not relied upon materials or information provided by FBCDD in FCLID's election to accept the Excavation Materials. FCLID acknowledges that the Excavation Materials are of

various types, contain significant organic materials, and vary widely in PI factors and other characteristics. FCLID acknowledges that FBCDD has made no representations or warranties concerning the quality of the Excavation Materials or the suitability thereof for any use.

FCLID acknowledges that FBCDD has advised FCLID to engage a geotechnical engineer or other qualified expert to advise FCLID on the quality and potential uses of the Excavation Materials. FCLID shall bear all costs of any geotechnical engineer or other expert which FCLID may employ.

Any site preparation, manipulation, segregation, spreading, compacting or other treatment of the Excavation Materials shall be the sole responsibility of and at the sole cost of FCLID.

FCLID acknowledges that it is FCLID's sole responsibility to comply with environmental laws and regulations of the Environmental Protection Agency, Corps of Engineers, Fish and Wildlife Service, Texas Parks and Wildlife and any other agency with jurisdiction. FCLID represents and warrants that the Site is not "waters of the United States" as that term is used in the Clean Water Act, or if any area is a "water of the United States," a permit for the placement of the Excavation Materials has been or

will be obtained by FCLID prior to placement of any materials.

Section 4: Except as modified in this Amendment the Agreement shall continue in full force and effect.

IN WITNESS whereof the parties have executed this amendment in multiple copies each of equal dignity as of the date and year shown forth above.

FIRST COLONY LEVEE IMPROVEMENT DISTRICT

By: _____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

FORT BEND COUNTY DRAINAGE DISTRICT

By: _____
Fort Bend County Judge

ATTEST:

/s/
_____
Fort Bend County Clerk

38 DDB 3 491

COUNTY OF FORT BEND

Drainage District

Daniel E. Gerken, P.E.
Manager / Engineer

Engineering / Administration
P. O. Box 1028 / 3417 Avenue F
Rosenberg, Texas 77471
342-2863

Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

MONTHLY REPORT
FEBRUARY, 1989

The removal of vegetation from channels during February, 1989 was accomplished by shredding operations. Eleven (11) channels that included Buffalo Creek I-B-3, Sims Bayou VIII, and Willow Fork of Buffalo Bayou V-A received work. A complete list of all channels that received work is included later in this report.

Work continued in February on the painting of tractors. Those units were E-102, E-103, E-107, E-110, E-116, and E-117, which are all John Deere 350 crawlers.

The District's bridge crew replaced a bridge across Flewellen Ditch II-E-10 and worked with Precinct #2 on the replacement of the bridge across Fairchilds Creek II-B-10 at WEst First Street in Needville. They also replaced a bridge across Big Creek II-B-6 near Pleak.

Work also continued on the Big Creek Bypass with the Northwest 9570 and Rapier NCK-305 draglines, which excavated thirty-four thousand (34,000) cubic yards of spoil material. Both Dresser TD-25 bulldozers worked on spreading the dirt.

The Rapier NCK-305 also worked on the excavation of Big Creek II-B-8, which it completed on February 10.

The Link Belt LS-2800 trackhoe began on the installation of drop inlet pipes on Cow Creek II-A. All inlets into the channel will be piped.

The Caterpillar EL-240 trackhoe completed its work on the Oyster Creek II-K-3 project during February. Only seeding sideslopes and fine grading a spoil dirt disposal area now remains to be done.

Excavation on Rabbs Bayou also continued where the Link Belt LS-98 dragline dug approximately seven thousand (7,000) cubic yards of material.

The Willow Waterhole project continued with the Link Belt LS-128 dragline and Fiat Allis FD-20 and FD-30 bulldozers. Eleven thousand (11,000) cubic yards of dirt were dug and spread. The Koehring K-305 dragline owned by Precinct #3 was moved to the project on February 24 and began the excavation of a tributary to the main channel.

The following charts show each project worked and which equipment was used during February, 1989.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

1. PRECINCT 2
   E133-NORTHWEST 41AIR DRAGLINE — 2/1-2/2, 2/16-2/17, 2/20-2/23

2. BIG CREEK II-B
   E247-RAPIER NCK305 DRAGLINE — 2/16

3. BIG CREEK II-B-6
   E133-NORTHWEST 41AIR DRAGLINE — 2/23-2/24, 2/27-2/28

4. BIG CREEK II-B-8
   E226-CATERPILLAR D6D DOZER — 2/1-2/3, 2/8-2/10, 2/14
   E247-RAPIER NCK305 DRAGLINE — 2/3-2/3, 2/8-2/10

5. BIG CREEK BYPASS II-B ALT
   E135-NORTHWEST 9570 DRAGLINE — 2/1-2/3, 2/6-2/10, 2/15-2/17, 2/20-2/24, 2/27
   E225-FIATALLIS FG65MOTORGRADER — 2/2, 2/10, 2/13-2/15, 2/23, 2/28
   E247-RAPIER NCK305 DRAGLINE — 2/17, 2/20-2/24, 2/27-2/28
   E526-DRESSER TD25G DOZER — 2/1-2/3, 2/8, 2/16-2/17, 2/20-2/24, 2/27-2/28
   E532-DRESSER TD25G DOZER — 2/1-2/3, 2/6-2/10, 2/13-2/15, 2/17, 2/20-2/24, 2/27-2/28

6. COW CREEK II-A
   E226-CATERPILLAR D6D DOZER — 2/15-2/17, 2/20, 2/23-2/24, 2/27-2/28
   E247-RAPIER NCK305 DRAGLINE — 2/13-2/15
   E519-LINKBELT LS2800 TRACKHOE — 2/1-2/3, 2/6-2/10, 2/13-2/17, 2/20-2/21, 2/23-2/24, 2/27

7. DEER CREEK II-B-5
   E538-EL240HYDR. EXCAVATOR — 2/29

8. FAIRCHILDS CREEK II-B-10-b
   E538-EL240HYDR. EXCAVATOR — 2/28

9. FLEWELLEN DITCH II-E-10
   E133-NORTHWEST 41AIR DRAGLINE — 2/9-2/10, 2/13-2/15

10. OYSTER CREEK II-K-3
    E538-EL240HYDR. EXCAVATOR — 2/3, 2/10, 2/13-2/17, 2/20-2/24, 2/27
    K305-KOEHRING K305 DRAGLINE — 2/3

11. RABBS BAYOU II-D
    E134-LINKBELT LS98A DRAGLINE — 2/3, 2/8-2/10, 2/13-2/17, 2/20-2/24, 2/27-2/28
    E137-FIAT ALLIS 16B DOZER — 2/27-2/28
    E222-FIAT ALLIS FD20 DOZER — 2/1-2/3, 2/8-2/10, 2/13-2/17, 2/20-2/24

12. WILLOW WATERHOLE VIII-C-1
    E193-LINKBELT LS12B DRAGLINE — 2/2-2/3, 2/8-2/10, 2/13-2/17, 2/20-2/23, 2/27-2/28
    E224-FIAT ALLIS FD20 DOZER — 2/1-2/3, 2/9-2/10, 2/13-2/17, 2/20-2/24, 2/27-2/28
    E227-FIAT ALLIS FD30 DOZER — 2/1-2/3, 2/9-2/10, 2/13-2/17, 2/20-2/24, 2/27-2/28
    K305-KOEHRING K305 DRAGLINE — 2/24, 2/27-2/28

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

1. BIG CREEK II-B
   E107-JOHNDEERE 350C SLOPEMOWER 2/10
   E127-JOHNDEERE 350C SLOPEMOWER 2/10

2. BUFFALO CREEK I-B-3
   E110-JOHNDEERE 350C SLOPEMOWER 2/27-2/28
   E123-JOHNDEERE 350C SLOPEMOWER 2/20-2/21, 2/23-2/24, 2/27-2/28
   E130-INTL. 784 SLOPEMOWER 2/20-2/24, 2/27-2/28
   E155-CASE 1390 TRACTOR 2/27-2/28
   E514-HESSTON 7066 TRACTOR 2/27-2/28
   E531-CASE 450 2/20-2/24

3. DUTCH JOHN CREEK II-B-1
   E111-JOHNDEERE 350C SLOPEMOWER 2/22-2/24, 2/27-2/28
   E157-CASE 1390 TRACTOR 2/22-2/24, 2/27-2/28
   E523-HESSTON 7066 SLOPEMOWER 2/23, 2/27-2/28

4. DUTCH JOHN CREEK II-B-1-e
   E111-JOHNDEERE 350C SLOPEMOWER 2/27
   E157-CASE 1390 TRACTOR 2/27
   E523-HESSTON 7066 SLOPEMOWER 2/27

5. KEEGANS BAYOU VII-B
   E113-JOHNDEERE 350C SLOPEMOWER 2/15-2/17, 2/20, 2/22
   E115-JOHNDEERE 350C SLOPEMOWER 2/14, 2/16-2/17, 2/20

6. KEEGANS BAYOU VII-B-1
   E146-INTL. 784 TRACTOR 2/14

7. MUSTANG CREEK IV
   E121-JOHNDEERE 350C SLOPEMOWER 2/1-2/2, 2/9, 2/13
   E124-JOHNDEERE 350C SLOPEMOWER 2/1-2/2, 2/8, 2/13
   E230-HESSTON 7066 TRACTOR 2/1
   E515-HESSTON 7066 TRACTOR 2/1

8. SIMS BAYOU (CANGELOSI DITCH) VIII
   E119-JOHNDEERE 350C SLOPEMOWER 2/14-2/17, 2/20, 2/23-2/24, 2/27-2/28
   E122-JOHNDEERE 350C SLOPEMOWER 2/14-2/17, 2/20, 2/23-2/24, 2/27-2/28
   E230-HESSTON 7066 TRACTOR 2/2, 2/10, 2/14, 2/20-2/23
   E515-HESSTON 7066 TRACTOR 2/2, 2/10, 2/14, 2/20-2/23

9. STAFFORD RUN CR. II-K-1
   E119-JOHNDEERE 350C SLOPEMOWER 2/1-2/2, 2/9
   E122-JOHNDEERE 350C SLOPEMOWER 2/1-2/2, 2/9
   E142-MF 255 TRACTOR 2/2

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

10. WILLOW FORK OF BUFFALO BAYOU V-A

E113-JOHNDEERE 350C SLOPEMOWER	2/10, 2/13, 2/15, 2/23-2/24, 2/27-2/28
E115-JOHNDEERE 350C SLOPEMOWER	2/10, 2/13, 2/23-2/24, 2/27-2/28
E128-INTL. 784 SLOPEMOWER	2/20
E146-INTL. 784 TRACTOR	2/14-2/17, 2/20, 2/22-2/24, 2/27-2/28
E243-FORD 6610 SLOPEMOWER	2/15-2/17, 2/20, 2/22-2/23
E513-HESSTON 7066 TRACTOR	2/13-2/14, 2/16, 2/20, 2/22-2/24, 2/27-2/28
E524-HESSTON 7066 SLOPEMOWER	2/13-2/15, 2/20, 2/22-2/23, 2/27-2/28

11. WILLOW FORK OF BUFFALO BAYOU V-A-2

E113-JOHNDEERE 350C SLOPEMOWER	2/14
E115-JOHNDEERE 350C SLOPEMOWER	2/13, 2/15
E128-INTL. 784 SLOPEMOWER	2/23-2/24, 2/27-2/28
E243-FORD 6610 SLOPEMOWER	2/24, 2/27-2/28
E524-HESSTON 7066 SLOPEMOWER	2/24

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

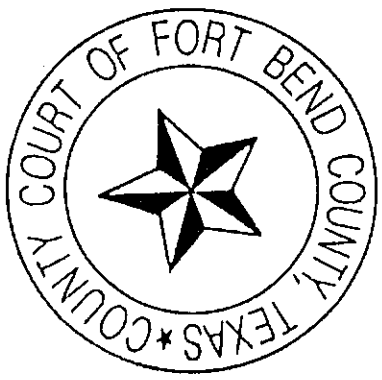
COMMISSIONERS COURT MINUTES

FILMED ON MARCH 30, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg.427

ENDING WITH
FILM CODE NO. 89vol.38pg.494

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF MAY, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 497.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MARCH 27, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of March 20, 1989.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Consider accepting fee officers' monthly reports.

6. Consider requests for waiving tax penalties & interest (Robins; Kelly; Halling).

7. Consider approval of Trace Consultants to provide a productivity and efficiency study of Pct. 3.

8. Kathy Hynson, County Treasurer, re: consider reissuance of voided checks for Tax Office.

9. Consider accepting bank depository contracts for 1989-90.

10. Consider deleting worthless checks from records of District Clerk.

11. Set public hearing date for review of traffic study of Old Towne Lane, Pct. 3.

12. Consider approval of annual dues in the amount of $100 to South Texas County Judges & Commissioners Assn.

13. Set public hearing for partial replat of Sugar Crossing, Pct. ~~4~~ 3

14. Consider approval of plat for Colony Meadows, Sec. 1 and replat of Oaks of Alcorn, Sec. 1, Pct. 4.

15. Consider approving agreements for the following: copier maintenance, J.P., Pct. 2, Pl. 2; facsimile machine rental, Library; copier, J.P. Pct. 2, Pl. 1.

16. Consider accepting renewal Letter of Credit #12862 for West Beechnut Plaza, Pct. 3.

17. Consider releasing performance bond for Hanson Minerals, Pct. 4.

18. Consider applications from Star Cable Co. to install cable open cut along Wadell, Foster School and set a 25' pole along Williams School, Pct. 2; along Gerken and under Band Rd. Ext., Pct. 1.

19. Consider application from Hanson Minerals to install a pipeline bored under Oyster Creek, Pct. 3.

20. Consider advertising for bids for a 36" wide copier.

21. Consider accepting roads in Tierra Grande, Sec. 2 for County maintenance, Pct. 2.

22. 10:00 a.m. - Hold public hearing on partial replat of Sweetwater, Sec. 3A, Pct. 4 and consider taking action.

23. Accept for record audit of Fort Bend County Rural Fire Prevention District #1.

24. Consider approving resolution certifying drug free workplace for Fort Bend County employees, as required by the Omnibus Drug Legislation Act.

25. Consider approval of substantial completion of Travis Annex.

26. Withdraw bid award for 5 twelve ft. conference tables, (#88-55 & #88-56) from Business Furnishings Co. Inc. and authorize purchase from other sources as authorized by law; and authorize deposit of cashiers check from Business Furnishings Co. Inc.

27. Accept or reject bids for the following: (1) One or more new 1500 gal. asphalt distributor with or without trade-in (#89-036); (2) One or more new truck cab & chassis (#89-037).

28. 1:30 p.m. - Open and consider bids for the following: (1) One or more new 76 hp. min. self propelled sweeper (#89-038); (2) One or more new 9-wheel, 25-ton pneumatic roller with hydrostatic transmission (#89-039).

29. Approve bills.

30. Adjournment.

FILED FOR RECORD
TIME 2:30 ~~A.M.~~ P.M.
MAR 23 1989
Diana 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 March 23, 1989 at 2:30 p.m. by Norma Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 27TH day of MARCH, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF MARCH 20, 1989:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve meeting of March 20, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve line item transfers in budget for JUSTICE OF THE PEACE #2, PL.1. (Recorded in minutes in full)

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 JUVENILE PROBATION, COUNTY TREASURER and COUNTY CLERK. (Recorded in minutes in full)

5. CONSIDER ACCEPTING FEE OFFICERS' MONTHLY REPORTS:

Postpone

6. CONSIDER REQUESTS FOR WAIVING TAX PENALTIES & INTEREST (ROBINS; KELLY; HALLING):

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to deny waiver of penalties & interest totaling $225.19 for Herbert Robins as recommended by Marsha Gaines, Tax Assessor/Collector.

Herbert Robins requested waiver of penalties & interest.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to deny waiver of penalties & interest totaling $458.93 for G.T. Kelly as recommended by Marsha Gaines, Tax Assessor/Collector.

3

38 500

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 27 day of March, 1989, at a _____ Session of the Commisioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
R.L."Bud" O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 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 1989, adopted on November 14, 1988.

NOW, THERETOFORE, BE IT RESOLVED, upon motion of Commissioner Denham, seconded by Commissioner O'Shieles, and duly carried by the following vote:

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1050 0052 0701 Line Item	$1,000.00	$500.00	($500.00)
1050 0052 0201	$1,000.00	$1,500.00	$500.00

DATE: March 24, 1989

DEPARTMENT HEAD: R. George Molina

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct.#2

R.L."Bud" O'Shieles, Commissioner Precinct #1

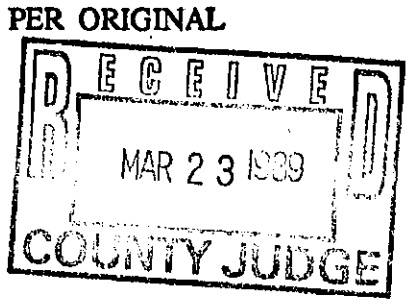
Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

38 501

AS PER ORIGINAL

RECEIVED
MAR 23 1989
COUNTY JUDGE



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:

Dennis A McAfee

Period: Date of Departure April 11, 1989

Date of Return April 13, 1989

Purpose of Trip: Board Meeting of Texas Assoc. of Residential Service Providers

Places to be Visited: Austin, Texas

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

Dennis A. McAfee
Name

3/23/89
Date

Chief Juv. Prob. Officer
Title

* *

Approved: Commissioners' Court

J Stavinoha
County Judge

3-27-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 502

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AS PER ORIGINAL

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Jan Easley
Shirley Davis

DATE OF DEPARTURE: 3-29

DATE OF RETURN: 3-29

DESTINATION: Austin

PURPOSE OF TRIP: Legislation Hearings

MODE OF TRANSPORTATION: auto

****

DEPARTMENT HEAD APPROVAL: Jeanne Wilson County Clerk
Name & Department

DATE: 3-27-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3-27-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

38 503

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Kathy Hynson

DATE OF DEPARTURE: 3/29/89

DATE OF RETURN: 3/29/89

DESTINATION: Austin

PURPOSE OF TRIP: Fort Bend County Day

MODE OF TRANSPORTATION: Bus

****

DEPARTMENT HEAD APPROVAL: KATHY HYNSON FBC Treasurer
Name & Department

DATE: 3/27/89

Kathy Hynson
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3-27-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

#6/

38 504

8:00 [illegible]

MEMORANDUM

DATE: March 13, 1989

TO: County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

AS PER ORIGINAL

Pd #4

FROM: Marsha P. Gaines

RE: Waiver of Penalty and Interest
Herbert Robins - Rabinowitz Leases

Of the ten taxpayers listed on the tax rolls since 1983 pertaining to the Rabinowitz leases, seven did not reflect mailing addresses. Six of the accounts did not reflect an address until 1986 and the seventh account not until 1987.

Addresses on oil and gas accounts are supplied to the Central Appraisal District by Thos. Y. Pickett & Sons, Inc., who receives the names, address, and royalty interests from the lease operators. This information was supplied by the Central Appraisal District. Also, in speaking with the appraisal district, it was confirmed that their records did not indicate addresses for 1983, 1984, and 1985.

The breakdown of taxes owed by Mr. Robins for years 1983 through 1985 is:

Base Tax	$369.36
Penalty & Interest	225.19
Attorney Fees	89.18
Total Due	$683.73

I do not recommend waiver of penalty and interest on this account for the following reasons:

1. There is no indication of error on the part of our office or the Central Appraisal District.
2. If penalty and interest is waived on this account, six other accounts would have to be considered.

[signature]

#6/2

38 505

MEMORANDUM

AS PER ORIGINAL

Pct 2
D-O
[illegible]

DATE: March 14, 1989

TO: County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

FROM: Marsha P. Gaines

RE: Waiver of Penalty and Interest - Mr. G.T. Kelly
Account .907-4850-00-035-1800, 1962 through 1988

The above referenced account was delinquent from 1962 to present. Ownership was reflected on the tax rolls as follows:

1962	Mayfair Park Development
1963 - 1967	Halm, B.W.
1968 - 1988	Unknown

A lawsuit was filed by Fort Bend County on 11-19-82, Cause #42171. Fort Bend Independent School District also has a suit against this property.

A quick claim deed was filed in Harris County on 12-20-73 and 1-16-84.

The breakdown of monies paid is:

Base Tax	$ 500.14
Penalty and Interest	458.93
Attorney Fees	137.55
Total Paid	$1096.62

I do not recommend waiver of penalty and interest for the following reasons:

1. There is no indication of error on the part of the tax office or the Central Appraisal District.
2. It was the responsibility of the property owner to render his property during 1962 through 1981.
3. When the quick claim deed was filed, taxes should have been cleared and the ownership change recorded with the proper taxing entities.
4. Lawsuits have been filed against this account following proper legal channels.

[signature]

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize waiver of penalties & interest totaling $124.95 for Walter W. Halling as recommended by Marsha Gaines, Tax Assessor/Collector.

7. CONSIDER APPROVAL OF TRACE CONSULTANTS TO PROVIDE A PRODUCTIVITY AND EFFICIENCY STUDY OF PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize Trace Consultants to provide a productivity and efficiency study of Precinct 3.

8. KATHY HYNSON, COUNTY TREASURER, RE: CONSIDER REISSUANCE OF VOIDED CHECKS FOR TAX OFFICE:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to refund $491.02 to Stewart Title Co. and $30.00 to Walter Halling. (Recorded in minutes in full)

9. CONSIDER ACCEPTING BANK DEPOSITORY CONTRACTS FOR 1989-90:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept the following bank depository contract for 1989-90: (Recorded in minutes in full)

Managing Bank - NCNB of Texas/Richmond
Participating Banks - NCNB of Texas/Richmond
First City/Richmond
Texas Capital Bank/Fort Bend
Sugar Creek National Bank

Governmental Securities
Investment Brokers - Merrill Lynch
Painewebber/Rotan Mosle
Union Planters Investment Bankers

10. CONSIDER DELETING WORTHLESS CHECKS FROM RECORDS OF DISTRICT CLERK:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to delete worthless checks totaling $30.00 from records of District Clerk as requested by Glory Ketelers, District Clerk. (Recorded in minutes in full)

11. SET PUBLIC HEARING DATE FOR REVIEW OF TRAFFIC STUDY OF OLD TOWNE LANE, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set public hearing for APRIL 24, 1989 at 10:00 a.m. to review traffic study of OLD TOWNE LANE, PCT. 3.

12. CONSIDER APPROVAL OF ANNUAL DUES IN THE AMOUNT OF $100 TO SOUTH TEXAS COUNTY JUDGES & COMMISSIONERS ASSN.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve annual dues in the amount of $100 to South Texas County Judges & Commissioners Assn. (Recorded in minutes in full)

8
31 507 6/3

MEMORANDUM

DATE: March 17, 1989

TO: County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

RE: Waiver of Penalty and Interest - Walter W. Halling
1982 Tax Account .906-0033-00-000-3050

Estimated payments were accepted in 1982 due to the delay in sending out 1982 tax statements. Mr. Halling sent in check #4145 dated 12-30-82 in the amount of $30.00 as an estimated payment of 1982 taxes on the above referenced account. This amount was within pennies of the amount paid for 1981 taxes. Mr. Halling's check was received by this office and deposited. After extensive research, it was determined that the monies was not applied to any account or refunded.

The breakdown of taxes is:

Base Tax	$150.53
Penalty and Interest	124.95
Attorney Fees	41.32
Total Paid	$316.80

I would like to recommend waiver of penalty and interest for the following reasons:

1. Mr. Halling did attempt to pay his 1982 taxes on a timely basis.
2. Mr. Halling's check was accepted but never applied or refunded.

Attached is a copy of the memorandum I sent to Kathy Hynson requesting a refund check for $30.00 be issued to Mr. Halling.

31 508 3

MEMORANDUM

DATE: March 17, 1989

TO: Kathy Hynson
Fort Bend County Treasurer

FROM: Marsha P. Gaines

RE: Refund for Mr. Walter Halling

Mr. Walter Halling sent in check #4145 dated 12-30-82 in the amount of $30.00 in estimated payment of 1982 taxes. This check was received in our office in December of 1982 and deposited into the tax regular account (90 0152 2) on May 11, 1983. A copy of the check and deposit letter is attached.

After extensive research, it was determined that the monies was not applied to any account or refunded.

At this time, I would like to request that a refund check be issued to Mr. Halling in the amount of $30.00. Mr. Halling has requested an appearance before Commissioners Court on March 27th and I would like to present Mr. Halling with his refund check on that date.

38 509

Re: 9060033000003050

(5,-400

Fort Bend County Tax Accessor/Collector:

As evidenced by copy of check below, payment was made and accepted for the Tax Year, 1982; however, I have no record of payment for Tax Year, 1983. Consequently, payment is enclosed for Tax Year, 1983, in the amount of $264.74 (Incl. Penalty & Interest). Please return receipt for payment and a "Breakdown" for the amount paid toward penalty and interest (each).

Since my permanent residence has not changed since July, 1970, I request the reason why, neither Statements nor Notice of Delinquency was not sent me timely!

Walter W. Halling

ABSTR 33 R. Hodge 21.40 ac

MR. OR MRS. WALTER W. HALLING
11422 DORRANCE 713/498-3662
STAFFORD, TEXAS 77477

DEC 1982 414

12-30- 1982

88-2307
1130

PAY TO THE ORDER OF Mr Kathy Norvell Black - Ft Bend Tax A/C $ 30.00

Thirty and no/100 DOLLARS

First National Bank
OF STAFFORD
HOUSTON, TEXAS

FOR Est. Taxes for '82 (21.40 ac)

Walter W. Halling

⑆113023071⑆4145⑈34 443 5⑈ ⑈0000003000⑈

AS PER ORIGINAL

Tax Regular ES 90 0152 2

PAY TO THE ORDER OF
FOR DEPOSIT
RepublicBank Richmond
RICHMOND, TEXAS
MAY 11 1983
KATHY NORVELL BLACK
Assessor & Collector of Taxes
FORT BEND COUNTY, TEXAS

0029 6 1 3 4

2
PAY ANY BANK
P.E.G.
RepublicBank
Richmond
RICHMOND
TEXAS

113115523

113115523

MAY 83

cc: HEARD, GOGGAN, BLAIR & WILLIAMS
315 Liberty Street
Richmond, Tx 77469

38 510

AS PER ORIGINAL

5-11 83

FIRST CITY NAT'L BANK
HOUSTON, TEXAS

RepublicBank
Richmond

WHEN CREDITED

EXCEPTIONS 8 days

			DRAWER	PAYEE	Date or Number	LAST ENDORSER
88-2285	97	60	C S Rylander	Kathy Black	12/29/82	Tax Collector
"	191	95	Roberta Rylander	"	12/30/82	
"	20	73	W M Robinson	"	2/23/83	
88-2290	103	31	James Pokluda	"	12/30/82	
"	291	62	J A Peterson	"	3/21/83	
"	17	00	C L Wecht ±	"	2/9/83	
"	79	39	B J Reid	"	1/26/83	
"	47	48	Agnes Rudek	"	2/1/83	
"	110	70	Steve Spann	"	3/24/83	
"	387	06	W R Phillips	"	3/30/83	
"	115	01	Steve Span	"	12/30/82	
"	100	73	SL St Bank	"	2/1/83	
88-2307	356	73	W W Halling	"	12/30/82	
"	30	00	"	"	"	
"	32	05	J F Garcia	"	12/24/83	
"	29	80	Stewart Ttl	"	3/8/83	
"	32	67	"	"	"	
"	45	02	"	"	"	
"	50	51	"	"	"	
"	45	59	"	"	"	
"	46	55	"	"	"	
"	48	67	"	"	"	
	2,280	17				

5/11/83

Researched Bus Proc. 5/13/83 thru 7/13/8 found no c K for 3

FIRST CITY NAT'L BANK
HOUSTON, TEXAS

MARSHA P. GAINES
FORT BEND COUNTY
TAX COLLECTOR
1986 TAXES
P.O. BOX 399
RICHMOND, TEXAS 77469

VOID AFTER 120 DAYS

RepublicBank Houston
P.O. Box 579, Richmond, Texas 77469

FEB 13 1989 No. 02883

38 511

PAY TO THE ORDER OF

FORT BEND COUNTY 219 dol's 17 cts

DATE 04-20-87 AMOUNT $219.17

Stewart Title Fort Bend
1250 Shoreline Drive
Sugar Land TX 77478

⑈002883⑈ ⑆113115523⑆ 90 0180 8⑈

MARSHA P. GAINES, FORT BEND COUNTY
TAX COLLECTOR, 1986 TAXES

DATE	DESCRIPTION	AMOUNT
04-20-87	Replacement ck#50-006761 dated 02-23-87 for 1986 taxes (907-6700-02-012-0280)	$219.17
	Previously paid by ICM Mortgage on 02-05-87	
	need legal	
	Lot 28 Block 12 Settlers Park Sec 2	

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

AS PER ORIGINAL

FEB 13 1989 38 512

AS PER ORIGINAL

Sanctity of Contract

STEWART TITLE

OF FORT BEND COUNTY

DATE February 27, 1987

TO: County Fort Bend

Water

School

Maintenance

City

RE: GF# 8174-C

Gentlemen:

Please find enclosed our check no. 6761 in the amount of $219.17 for payment of taxes/~~maintenance~~ for the year(s) 1986 on the following:

PROPERTY DESCRIPTION: LOT 28, BLOCK 12, OF SETTLER'S PARK SECTION 2.

LENDER: CAPITOL CITY SAVINGS

SELLER: FNMA

PURCHASER: GARY TAYLOR

STREET ADDRESS: 3527 HIDEN CREEK DRIVE SUGARLAND, TEXAS 77479

ACCT. NO. if avail. 907-6700-02-012-0280

CLOSING DATE: 2/13/87

Please return the paid receipt, attached to this letter, to the attention of the undersigned.

Yours very truly,

FAYE STROMATT
Escrow Officer

Enclosure(s)

1250 SHORELINE DRIVE, SUITE 100 · SUGAR LAND, TEXAS 77478 · (713) 491-7050

38 513

FEB 13 1988

AS PER ORIGINAL

Marsha P. Gaines

Tax Assessor-Collector

COUNTY OF FORT BEND

P. O. Box 399
Richmond, Texas 77469
(713) 342-3411

March 27, 1987

Stewart Title Fort Bend
1250 Shoreline Drive
Sugarland, Texas 77478

Re: 1988 Tax Account # .907-6700-02-012-0280

Dear Taxpayer:

Enclosed you will find a replacement check for your check # 50-006761, dated 2/23/87, in the amount of $ 219.17, sent in payment of the above referenced tax account.

Our records indicate that the account has been previously paid in full, on 2/5/87, by ICM Mortgage, check # 147940.

Thank you,

Fort Bend County Tax Clerk

FEB 13 1989

AS PER ORIGINAL 38 514

MARSHA P. GAINES 07-85
FORT BEND COUNTY
TAX COLLECTOR
1985 TAXES
P. O. BOX 399
RICHMOND, TEXAS 77469

VOID AFTER 120 DAYS

RepublicBank
Richmond
P.O. Box 579, Richmond, Texas 77469

406
MA

68-1552/1131

PAY

TO THE ORDER OF

Stewart Title Fort Bend
1250 Shoreline Dr #100
Sugar Land, Tx 77478

ATTN: Faye Stromatt

DATE 3/21/86 AMOUNT $268.67

Jan L. Bonn
Mary Hancock

⑈013406⑈ ⑆113115523⑆ 90 0172 7⑈

CLARKE CHECKS

MARSHA P. GAINES, FORT BEND COUNTY
TAX COLLECTOR 1985 TAXES

DATE	DESCRIPTION	AMOUNT
3/21/86	Replacement of your check #50-011138 GF# 4891C 1985 county taxes on .907-5740-03-005-0830 previously paid by American General Mtg	268.67

S-2

DETACH AND RETAIN THIS STATEMENT
The attached check is in payment of items described above. If not correct please notify us promptly

AS PER ORIGINAL MAY 08 1987 38 515

MARSHA P. GAINES 07-85
FORT BEND COUNTY
TAX COLLECTOR
1985 TAXES
P. O. BOX 399
RICHMOND, TEXAS 77469

VOID AFTER 120 DAYS

RepublicBank Richmond
P.O. Box 579, Richmond, Texas 77469

88-1552/1131

8/15/88

PAY TO THE ORDER OF

Stewart Title Fort Bend
1250 Shoreline Drive
Sugarland, Texas 77478

DATE 2/12/87 AMOUNT $ 3.18

Marsha P. Gaines

Mary Hancock

⑈015336⑈ ⑆113115523⑆ 90 0172 7⑈

CLARKE CHECKS

MARSHA P. GAINES, FORT BEND COUNTY
TAX COLLECTOR 1985 TAXES

DATE	DESCRIPTION	AMOUNT
2/12/87	Overpaid 1985 COunty Tax #907-9400-01-000-0240	$ 3.18

S-2

Westmont Square TM Sec. 1
Bldg 5

try 23
9050C
Stromatt

DETACH AND RETAIN THIS STATEMENT
The attached check is in payment of items described above. If not correct please notify us promptly

I have had an audit done of the referenced tax year, and we find you are due a refund. This amount is true and correct. We would appreciate your cashing this check as soon as possible. If you have any questions please feel free to call us at (713) 342-3411 ext. 310 and ask for the Accounting Department.

FEB 13 1989

Marsha P. Gaines
Fort Bend County
Tax Assessor-Collector

SEND WHITE & PINK COPIES INTACT. WHITE COPY WILL BE RETURNED WITH REPLY.

AS PER ORIGINAL

38 516

FEB 13 1989

TO

Stewart Title

1250 Shoreline Drive

Sugarland, Texas 77478

FROM

MARSHA P. GAINES
TAX ASSESSOR-COLLECTOR FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469
(713) 342-3411

SUBJECT: Refund #15336

DATE: 5/8/87

MESSAGE:

Dear Sue Busby,

Please find enclosed information on refund check #15336.

907-9400-01-000-0240 Westmont Square Townhouse

Section 1 Building 5 Unit 24 Phase I

ORIGINATOR-DO NOT WRITE BELOW THIS LINE REPLY TO → SIGNED Denise L. Rogers

REPLY

DATE

SIGNED

SEND PARTS 1 AND 3 INTACT-PART 1 WILL BE RETURNED WITH REPLY

RM-858-3

RETURN TO ORIGINATOR

9

31 517

County of Fort Bend

Kathy Hymson
County Treasurer

P.O. Box 1203
Richmond, Texas 77469

MARCH 27, 1989

BANKING AND INVESTMENT SERVICES FOR THE YEAR 1989 - 1990

MANAGING BANK - NCNB OF TEXAS/RICHMOND

PARTICIPATING BANKS - NCNB OF TEXAS/RICHMOND
FIRST CITY/RICHMOND
TEXAS CAPITAL BANK/FORT BEND
SUGAR CREEK NATIONAL BANK

GOVERNMENTAL SECURITIES/INVESTMENT BROKERS -

MERRILL LYNCH
PAINEWEBBER/ROTAN MOSLE
UNION PLANTERS INVESTMENT BANKERS

38 518

P-O

GLORY KETELERS
DISTRICT CLERK
FORT BEND COUNTY

TO: Commissioners' Court

FROM: Glory Ketelers, District Clerk

RE: Commissioners' Court Agenda, March 27, 1989

DATE: March 17, 1989

We would like to have these two "hot checks" deleted from the records of the District Clerk. We have called the parties and sent certified letters to them. We then turned them over to the District Attorney's office for collection. The District Attorney's office also sent letters but received no response.

We feel that we have done all that is required.

Enclosed is the correspondence to the parties with bad checks.

Thank you.

Glory Ketelers

Glory Ketelers

3? 519

AS PER ORIGINAL

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

TO: District Clerk

FROM: Worthless Check Division

DATE: December 29, 1988

RE: Bad checks

Below is a list of checks which are being returned. The reason for the return is stated by each name:

Roger Dube - under $20.00 & out of state check

Deborah Carouthers - check expired December 1986

All the aforementioned persons were sent letters but did not respond to them. Phone calls were also attempted on those which had telephone numbers. Again, no response. No further action can be taken on these checks by our office.

If you have any questions regarding this matter, feel free to contact this office.

Joyce Dancer

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

Barbara

Sameh on

Sonny Wylie 38 520

Kathy Hynson

County Treasurer

AS PER ORIGINAL

Richmond, Texas 77469

County of Fort Bend

DATE: 5/6/88

DATE CHECK DEPOSITED: 4/29/88

DEPARTMENT: District Clerk

NAME OF PERSON ISSUING RETURNED CHECK: Corporate Strategies, Inc.

REASON FOR CHECK BEING RETURNED: NSF-Check #0206

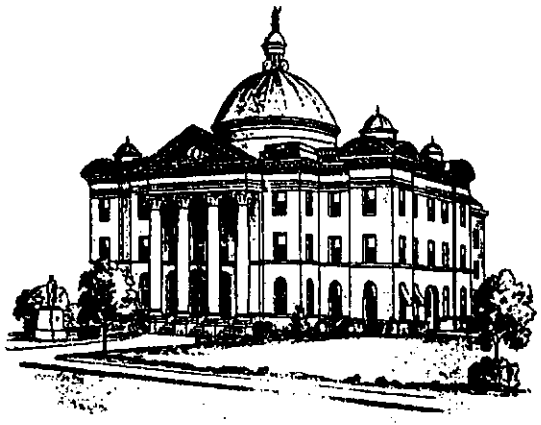
RECEIPT NUMBER ISSUED BY COUNTY TREASURER: #234449

The above information along with the returned check is being given to you to help in the collection of the check.

ORIGINAL COPY: DEPARTMENT THAT ACCEPTED CHECK
1ST COPY: RETAINED IN COUNTY TREASURER OFFICE
2ND COPY: GIVEN TO COUNTY AUDITOR

38 521

GLORY KETELERS
District Clerk



State of Texas
County of Fort Bend

May 13, 1988

Corporate Strategies, Inc.
Mr. Roger M. Dube
Payroll Account
407 Carondelet St.
New Orleans, LA. 70130

Dear Mr. Dube:

We have an insufficient payroll check #0206 in the amount of $10 at our office. It is in regards to a search fee on a Sonny Wyllie. You will need to send a cashier's check or money order for $10 and another cashier's check or money order for $15 to cover handling charges.

You have ten (10) days from the receipt of this letter to bring payment in for the amount mentioned above or the matter will be turned over to the District Attorney's office.

Sincerely,

Glory Ketelers
District Clerk
Fort Bend County

/cb

P.O. Drawer "E" Richmond, Texas 77469 (713) 342-4311

AS PER ORIGINAL

SENDER: Complete items 1 and 2 when additional services are ... items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. F... 38 522 ...nt this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)†
2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to:
CORPORATE STRATEGIES, INC.
MR. ROGER M. DUBE
407 CARONDELET ST.
NEW ORLEANS, LA. 70130

4. Article Number
P 297 220 231

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X Pauline Dube

6. Signature — Agent
X

7. Date of Delivery
5-18-88

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RE...

PS Form 3800, June 1985 ★ U.S.G.P.O. 1985-480-794

P 297 220 231
RECEIPT FOR CERTIFIED MAIL

Sent to
Corporate Strategies, Inc.
Mr. Roger M. Dube
407 Carondelet St.
New Orleans, LA. 70130

Postage	.25
Certified Fee	.85
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	.90
Return Receipt Showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fee	2.00
Postmark or Date	

DC/cb NSF/check

RICHARD MAY 13 1988

234449

CORPORATE STRATEGIES, INC.
PAYROLL ACCOUNT
407 CARONDELET ST.
NEW ORLEANS, LA 70130

PAYROLL CHECK 0206

14-60/650 (1)

PAY Ten and 100/100 April 25 1988

DOLLARS CHECK AMOUNT

Glory Ketelers, District Clerk

0504 15 0012 27500 RET 065000210
500 0004 05 05-02-88 000408434

TO THE ORDER OF

AMERICAN BANK & TRUST CO. OF NEW ORLEANS
NEW ORLEANS, LOUISIANA

050688 00569

Roger M. Dube

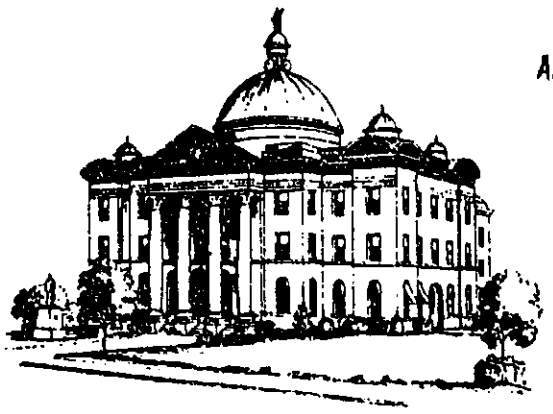
⑈000206⑈ ⑆065000605⑆ 11 10 9780⑈ ⑈0000001000⑈

DELUXE

AS PER ORIGINAL

37 523

Kathy Hynson



County Treasurer

Richmond, Texas 77469

County of Fort Bend

DATE: December 18, 1984

DATE CHECK DEPOSITED: December 12, 1984

DEPARTMENT: District Clerk

NAME OF PERSON ISSUING RETURNED CHECK: John James

REASON FOR CHECK BEING RETURNED: NSF Funds

RECEIPT NUMBER ISSUED BY COUNTY TREASURER: 85446

The above information along with the returned check is being given to you to help in the collection of the check.

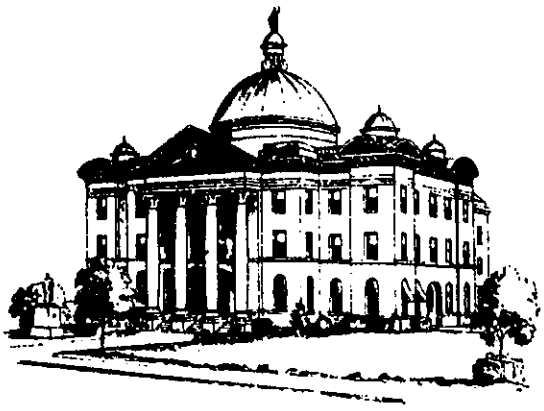
dw 12-21-84
Called & talked to his sec. & she will send 2 checks, 1 to Co. Treasurer; and 1 to us for $67.00.

ORIGINAL COPY: DEPARTMENT THAT ACCEPTED CHECK
1ST COPY: RETAINED IN COUNTY TREASURER OFFICE
2ND COPY: GIVEN TO COUNTY AUDITOR

38 524

AS PER ORIGINAL

Office of
IRENE WLECZYK
District Clerk



P. O. Drawer "E"
Richmond, Texas 77469
(713) 342-3411

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

STATE OF TEXAS COUNTY OF FORT BEND

[illegible]

[illegible]

[illegible] Divorce - Valseca Adams
[illegible]

[illegible]

[illegible] talked to your secretary and told her [illegible] District Clerk. The check is for [illegible] Divorce. As of this date, I have not received a check [illegible] this matter.

[illegible] order for said amount, and if I do not receive [illegible] this matter over to the District Attorney for further [illegible].

[illegible] check or money order, payable to the County Treasurer for [illegible], and hope to hear from you soon.

Sincerely yours,

[illegible]

Irene Wleczyk

John Jones
6525 Bellfort Ave.
Houston, Tx 77087

48,491
Valesca Faye Adams
& Carroll Wayne Adams &
In the int of
Elena Adams
& Rachel 7 minor children

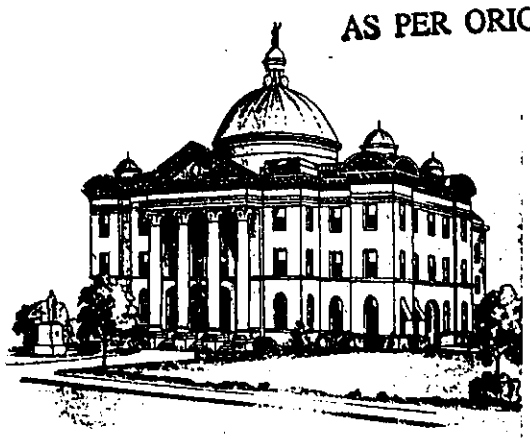
AS PER ORIGINAL P 070 643 525

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to JOHN JAMES	
Street and No. 6525 Bellfort Ave.	
P.O., State and ZIP Code Houston, tX 77087	
Postage	$ .22
Certified Fee	.75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	.70
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 1.67
Postmark or Date 8-21-87	

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1984-446-014

GLORY KETELERS
District Clerk



August 19, 1987

Mr. JohnmJames
Attorney @ Law
6525 Bellfort Ave.
Houston, Texas 77087

RE: CAUSE #48,491

Valesca Faye Adams & Carroll Wayne Adams
In the Interest of
Elena Adams & Rachel Adams
minor children

DeearMM. James:

On December 7, 1984, check #1082 in the amount of $67 was written to the District Clerk of Fort Bend County. The bank returned it to us marked INSUFFICIENT FUNDS.

Please correct this error by sending a MONEY ORDER FOr the same amount and a separate MONEY ORDER for $15 to cover handling charges.

Make them payable to:

GLORY KETELERS
DISTRICT CLERK
FORT BEND COUNTY

No services from this office will be forthcoming to you until this matter has been resolved.

Sincerely,

Glory Ketelers
District Clerk
Fort Bend County

/cb

Enc.

P.O. Drawer "E"

● **SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)†
2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to: JOHN JAMES 6525 Bellfort Ave. Houston, Tx. 77087	4. Article Number P 070 643 156
	Type of Service: ☐ Registered ☐ Insured ☒ Certified ☐ COD ☐ Express Mail
	Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature — Addressee X C. Williams	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature — Agent X	
7. Date of Delivery 8-21-87	

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

38 526

AS PER ORIGINAL

RETURN ITEM CHARGE

Date	MAKER	DRAWN ON	Reason Number	AMOUNT	
12/7	John James	Security Bank	8	67	00

REASON FOR NON-PAYMENT: 1. Refer to maker. 2. Payment stopped. 3. Has no account. 4. Endorsement. 5. Sig. missing or irregular. 6. Unable to locate account. 7. Acct. closed. 8. Not sufficient funds. 9.

TOTAL AMOUNT OF YOUR DEBIT $ 67 00

52402A

88-1552
1131

Today we charge your account to cover the unpaid items described hereon.

12-17 19 84

RepublicBank Richmond
Richmond, Texas

By D. Edison

Fort Bend County Fee 1 [illegible]

90-0099-2

SSCK

JOHN JAMES [redacted]
7469 CALHOUN 734-5701
HOUSTON, TEXAS 77033

1082

12-7- 84

District Clerk $ 67.00

Sixty Seven & 00/100----------

DEC 1984 INSUFFICIENT 38-647

SECURITY BANK
P.O. BOX 33369 (713) 644-2453
HOUSTON, TEXAS 77233

DIVORCE - VALSECA ADAMS

04/84

Deborah B. Carouthers

⑈001082⑈ ⑆113006470⑆ ⑈ 121 368⑈ ⑈0000006700⑈

AGENDA ITEM
#12
38 527

AS PER ORIGINAL

SOUTH TEXAS COUNTY JUDGES' AND COMMISSIONERS' ASSOCIATION

CARL DUNCAN
President
County Commissioner-San Patricio County
900 Austin Street
Portland, Texas 78374

LEONARD CAMARILLO
Vice-President
County Commissioner-Hidalgo County
P.O. Box 1356
Edinburg, Texas 78539

CLAUDE FRANKLIN, JR.
Secretary-Treasurer
County Judge-McMullen County
Box 237
Tilden, Texas 78072

STANLEY MIKULA
Past President
County Commissioner-Calhoun County
Rt. 1, Box 125E
Port Lavaca, Texas 77979

February 7, 1989

S T A T E M E N T

Annual dues for the South Texas County Judges' and Commissioners' Association are now due. Please send your county's check for $100.00 to:

Judge Claude Franklin, Jr.
Secretary-Treasurer
South Texas County Judges' & Commissioners' Association
Box 237
Tilden, TX 78072

RECEIVED
FEB 16 1989

13. SET PUBLIC HEARING FOR PARTIAL REPLAT OF SUGAR CROSSING, PCT. #4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing for April 24, 1989 at 10:15 a.m. to consider partial replat of Sugar Crossing, Pct. #4.

14. CONSIDER APPROVAL OF PLAT FOR COLONY MEADOWS, SEC. 1 AND REPLAT OF OAKS OF ALCORN, SEC. 1, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve plat for Colony Meadows, Sec. 1. Plat, Letter of Credit #I-403118 and Tax Statements were presented to Commissioners Court. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve replat of Oaks of Alcorn, Sec. 1, Pct. 4 as recommended by Ron Drachenberg, County Engineer. Replat and Tax Statements were presented to Commissioners Court. (Recorded in minutes in full)

15. CONSIDER APPROVING AGREEMENTS FOR THE FOLLOWING: COPIER MAINTENANCE, J.P., PCT. 2, PL. 2; FACSIMILE MACHINE RENTAL, LIBRARY: COPIER, J.P. PCT. 2, PL. 1:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept contracts with the following as recommended by County Judge: (Recorded in minutes in full)

COPYER SPECIALISTS for Justice of Peace #2,Pl.2
TELAUTOGRAPH for George Memorial Library
MONROE SYSTEMS FOR BUSINESS for Justice of Peace #2, Pl.1

16. CONSIDER ACCEPTING RENEWAL LETTER OF CREDIT #12862 FOR WEST BEECHNUT PLAZA, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to renew Letter of Credit #12862 for West Beechnut Plaza, Pct. 3.

17. CONSIDER RELEASING PERFORMANCE BOND FOR HANSON MINERALS, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to release performance bond for Hanson Minerals, Pct. 4.

18. CONSIDER APPLICATIONS FROM STAR CABLE CO. TO INSTALL CABLE OPEN CUT ALONG WADELL, FOSTER SCHOOL AND SET A 25' POLE ALONG WILLIAMS SCHOOL, PCT. 2; ALONG GERKEN AND UNDER BAND RD. EXT., PCT. 1:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Star Cable Co. to install cable open cut along Wadell, Foster School and set a 25' pole along Williams School, Pct. 2; along Gerken and under Band Rd. Money Order in the amount of $2,000.00 was presented to Commissioners Courtroom. (Recorded in minutes in full)

19. CONSIDER APPLICATION FROM HANSON MINERALS TO INSTALL A PIPELINE BORED UNDER OYSTER CREEK, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Hanson Minerals to install a pipeline bored under Oyster Creek, Pct. 3. (Recorded in minutes in full)

Texas Commerce Bank

Texas Commerce Bank
NATIONAL ASSOCIATION
INTERNATIONAL BANKING GROUP
P.O. Box 2558, Houston, Texas 77252-2558
717 Travis Street, Houston, Texas 77002-8300 TELEX: 166053 TCB

AS PER ORIGINAL

ISSUE DATE: MARCH 23,
L/C NO.: I-403118

14

38 529

Advising Bank

********** DIRECT **********

APPLICANT:
SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

Beneficiary

MAIL TO
JODIE STAVINOHA, COUNTY JUDGE
FORT BEND COUNTY
POST OFFICE BOX 368
RICHMOND, TEXAS 77469

AMOUNT: USD 264,627.00
(TWO HUNDRED SIXTY FOUR
THOUSAND SIX HUNDRED TWENTY
SEVEN AND 00/100 UNITED
STATES DOLLARS)

GENTLEMEN,

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. I-403118 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF SUGARLAND PROPERTIES INCORPORATED, 1250 SHORELINE DRIVE, #360, SUGAR LAND, TEXAS 77478 FOR AN AMOUNT NOT EXCEEDING U.S. DOLLARS 264,627.00 (U.S. DOLLARS TWO HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED TWENTY SEVEN AND NO/100). THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT DRAWN AT SIGHT ON TEXAS COMMERCE BANK N.A. HOUSTON, (DRAFT MUST BE MARKED: "DRAWN UNDER TEXAS COMMERCE BANK N.A. HOUSTON LETTER OF CREDIT NO. I-403118 DATED MARCH 23, 1989").

THIS LETTER OF CREDIT EXPIRES AT OUR COUNTERS ON DECEMBER 31, 1989.

THE ORIGINAL OF THIS LETTER OF CREDIT MUST ACCOMPANY ALL DRAWINGS.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED.

PLEASE DIRECT INQUIRIES REGARDING THIS TRANSACTION TO CUSTOMER SERVICE AT (713) 236-5663 OR (713) 236-5666.

Katie Logan
Authorized Signature

I-403118- -001-L1-01-02-01

Provisions applicable to this credit
This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision.) International Chamber of Commerce Publication No. 400

3-27-89 #14

COPYER SPECIALISTS
11935 Scottsdale
Stafford, Texas 77477
[713] 933-0048

15
38 530

MICHAEL "MIKE" KENDRICK
Regional Manager

IT IS UNDERSTOOD AND AGREED that this CERTIFICATE shall serve as a GUARANTEED MAINTENANCE on your MITA DC- 1655 copier.

THIS AGREEMENT includes Interim Service Calls during normal business hours, as reasonably requested by Customer, necessitated by causes other than carelessness or improper handling and use of the equipment.

EXCLUDING damage caused by [Fire, Lightning, Riots, Floods, or Acts of "God", this SERVICE AGREEMENT covers all Parts and Labor. [EXCLUDING: Consumable Items/Photo-Conductor/Developer/Toner/Oil/Fuser/Rollers/Lamps].

THE TERM OF THIS AGREEMENT EXPIRES on ~~1/1/90~~ 12-31-89. at which time a NEW AGREEMENT can be extended at the rate which is normal and acceptable to both Parties. This AGREEMENT is non-transferrable and can be terminated by either Party with WRITTEN NOTICE at least 30 Days prior to termination date. This AGREEMENT cannot be refunded in any part without prior WRITTEN CONSENT of COPYER SPECIALISTS.

THIS AGREEMENT shall become NULL and VOID if machine is moved from its initial location WITHOUT WRITTEN CONSENT from COPYER SPECIALIST and/or other than recommended manufactured supplies are used in the machine. This AGREEMENT is NULL and VOID if equipment is repaired or adjusted by any OTHER than a REPRESENTATIVE of COPYER SPECIALISTS.

PURCHASER shall indemnify and save Seller harmless from any and all Liability, Loss, Expense, Lawsuit Claims or Judgements arising from injury to person or property resulting or alleged from the use or transportation of the above stated equipment.

THIS AGREEMENT is payable ANNUALLY IN ADVANCE, Net Ten [10] Days from receipt of invoice. $500/YEAR.

AGREED AND ACCEPTED THIS 22nd DAY OF MARCH, 1989.

Jodie E. Stavinoha
NAME County Judge

Justice of the Peace
Gary Fredrickson, Precinct #2

CUSTOMER
ADDRESS 9105 Main Street
HOUSTON, TX Needville, TX 77461
TELEPHONE [713] 342-7807

MAKE/MODEL MITA DC- 1655
SERIAL NO. 013137H
PURCHASE ORDER NO.
METER READING

38 531

Telautograph

AS PER ORIGINAL

Telautograph Corporation / 8700 Bellanca Avenue, Los Angeles, California 90045 • 213/776-5022

RECORDER'S MEMORANDUM

RENTAL AGREEMENT

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

TO BE FILLED IN AT THE HOME OFFICE

Commencement Date: _____

Agreement No. _____

Customer No. _____

The undersigned ("Customer") agrees to rent the following equipment from Telautograph Corporation ("Telautograph"), under terms and conditions appearing hereon and on reverse side hereof:

QUANTITY	TYPE	DESCRIPTION	MONTHLY RENTAL EACH	MONTHLY RENTAL TOTAL
4	G77	Omnifax	$ 80.00	$ 320.00
		* One time installation charge includes on-site training at each location.		
		Upgrade clause: Customer may upgrade to future Omnifax models by paying the prevailing rate of the model selected.		

Equipment is _____ miles from authorized Telautograph service.

Paper: 6 rolls/case
328 ft./roll $117.00

MONTHLY RENTAL CHARGE	$ 320.00
MONTHLY MILEAGE CHARGE (If applicable)	$
TOTAL MONTHLY CHARGE (Excluding Taxes)	$ 320.00
MONTHLY SALES TAX (If applicable)	$
INITIAL INSTALLATION CHARGE	$*400.00

The minimum term of this lease shall be 1 year(s) from the Commencement Date renewable (see paragraphs 1 and 4 on reverse side) as hereinafter provided.

PAYMENT: ☐ Annually ☒ Quarterly PO# 9074-03497 Thru 12-31-89

Billing shall start as of the Commencement Date and shall continue for the term of this agreement as designated above. Billing period will be in accordance with payment plan designated by Customer.

Customer shall pay all rental charges in advance within 30 days of invoice date. 3% cash discount allowed on annual equipment billings, if paid within 10 days from date of invoice.

INSTALL AT Various locations

STREET _____

CITY, STATE, ZIP CODE _____

BILL TO George Memorial Library

STREET 1001 Golfview Drive

CITY, STATE, ZIP CODE Richmond, TX 77469

THIS AGREEMENT SHALL BE BINDING WHEN ACCEPTED BELOW:

Accepted: Telautograph Corporation

By: _____

Title: _____ Date: _____

CUSTOMER'S ACCEPTANCE: RSB

Company Name: George Memorial Library

Authorized Signature: Eddie E. Stavinoha

Print Name: EDDIE E. STAVINOHA

Title: COUNTY JUDGE Date: 3-22-89

Form 2009 (Rev. 5-75)

HOME OFFICE COPY

(See Other Side)

15

ALOHA LEASING
A Division of The Bennett Funding Group, Inc.
The Owner

AS PER ORIGINAL

CONTRACT NUMBER 38 532

RENTER: Judge Molina - Precinct #2 (J.O.P.)	SUPPLIER: MONROE Systems for Business
ADDRESS: P.O. Box 000	ADDRESS: 9488 Kirby
CITY: FRESNO STATE: Texas ZIP: 77545	SALESMAN: David Pack
PERSON TO CONTACT: Mary Salais	CITY: Houston STATE: Texas ZIP: 77054
PHONE: (713) 431-0000	BASE RENT PAYMENT (EXCLUDING APPLICABLE TAXES) $ 172.24 — RENT TERM: 36 mo's

QUANTITY	DESCRIPTION OF EQUIPMENT (INCLUDE MAKE, MODEL NO., SERIAL NO. AND MARKS)
1	932 DX copier system = 172.24 per month Full Service Maintenance Agreement for 60,000 copies per year 767.00 x 2.75 yrs ÷ 36 mo's = 58.59 per month TOTAL 230.83

PAYMENT SCHEDULE
PAYMENTS WILL BE MADE: Monthly
ADVANCE PAYMENT:
FISCAL YEAR START: 1 January
AUTHORIZED UNDER THE LAWS OF: Texas
SELF—INSURED: ✓ YES ___ NO

EQUIPMENT LOCATION IF OTHER THAN ABOVE ADDRESS OF RENTER
4647 FM 521 FRESNO, TX 77545

P.O. #9081-03772

MUNICIPAL RENTAL AGREEMENT
TERMS AND CONDITIONS

1. RENTAL AGREEMENT: **OWNER** leases to **RENTER** and **RENTER** leases from **OWNER** the **EQUIPMENT** set forth above.

2. TERM: This **RENTAL AGREEMENT** is for the term set forth above and the rights and obligations of the parties shall commence upon **RENTER'S** acceptance of the **EQUIPMENT**. This **RENTAL AGREEMENT** is non-cancellable for the full term hereof, except as provided herein and shall not cancel this **RENTAL AGREEMENT** for convenience. Notwithstanding any dispute between **RENTER** and **OWNER**, **RENTER** shall make all payments when due and shall not withhold any payments pending final resolution of such dispute. **RENTER** hereby covenants to take such action as is necessary under the laws applicable to **RENTER** to budget for and include and maintain funds sufficient and available to discharge its obligations to meet all payments due during the Lease Term pursuant to provisions of this **RENTAL AGREEMENT**.

3. RENEWAL: Unless **RENTER** notifies **OWNER** in writing, within 60 days of the end of the initial term of this **RENTAL AGREEMENT**, or successive renewal terms of its desire not to renew, this **RENTAL AGREEMENT** will automatically renew on an annual basis for the same monthly rate as stated above. If **RENTER** chooses not to renew, **RENTER** must make arrangements to return the equipment at its own expense to **OWNER**.

4. PAYMENT: **RENTER** agrees to pay **OWNER RENTAL AGREEMENT** payments as set forth above. **OWNER** shall bill **RENTER** by invoice or payment booklet for **RENTAL AGREEMENT** payments at **RENTER'S** address set forth above. **RENTER** shall remit payment to **OWNER** at the address set forth on the invoice or payment booklet.

5. INTEREST: A portion of each payment is paid as interest and Exhibit B sets forth the interest component of each payment during the term.

6. MERGER CLAUSE: **RENTER** acknowledged that the **EQUIPMENT** is of size, design, capacity, and manufacture selected by **RENTER**. ANY STATEMENTS MADE BY THE **SUPPLIER** OF THE **EQUIPMENT** DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED ON BY THE **RENTER**, AND ARE NOT INCORPORATED INTO THIS **RENTAL AGREEMENT**. THIS **RENTAL AGREEMENT** CONSTITUTES THE FINAL EXPRESSION OF THE PARTIES' AGREEMENT AND UNDERSTANDING AND IS A COMPLETE AND EXHAUSTIVE STATEMENT.

7. WARRANTIES: **OWNER IS NOT THE DISTRIBUTOR OF THE EQUIPMENT. OWNER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, PROMISE, OR COVENANT, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUALITY, DURABILITY, CAPABILITY, FUNCTION, PERFORMANCE, OR SUITABILITY OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.** THE PARTIES AGREE THAT AS THE **RENTER** SELECTED BOTH THE **EQUIPMENT** AND THE **SUPPLIER** OF THE **EQUIPMENT**, NO DEFECT, EITHER PATENT OR LATENT, SHALL RELIEVE **RENTER** OF ITS OBLIGATION HEREUNDER. **RENTER** AGREES THAT **OWNER** SHALL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OR ANY LIABILITY, LOSS, DAMAGE, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, ARISING OUT OF **RENTER'S** USE OF THE **EQUIPMENT**, or **SUPPLIER'S** FAILURE TO TIMELY DELIVER THE **EQUIPMENT**. **OWNER** WILL HOWEVER, TAKE ANY STEPS REASONABLY WITHIN ITS POWER TO MAKE AVAILABLE TO THE **RENTER** ANY MANUFACTURERS OR SUPPLIERS OR SIMILAR WARRANTY APPLICABLE TO THE EQUIPMENT.

RENTER HAS READ AND IS SUBJECT TO THE CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT.

FOR THE PURPOSES OF FILING AS A FINANCING STATEMENT, THIS **RENTAL AGREEMENT** IS ACCEPTED

THIS _____ DAY OF _____, 19 ____

ALOHA LEASING

By _____

_____
PRINT NAME AND TITLE

IN WITNESS WHEREOF **RENTER** HEREBY EXECUTED THIS **RENTAL AGREEMENT**

THIS 22th DAY OF MARCH, 19 89

FORT BEND COUNTY
TYPE NAME OF RENTER

By Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge
PRINT NAME AND TITLE

RECEIPT CERTIFICATE NOTICE

RENTER hereby acknowledges that the **EQUIPMENT** set forth above has been received, has been put in use, is in good working order, and is satisfactory and acceptable. **RENTER** confirms that it will commence payments as set forth in Exhibit "B".

The person executing this Receipt Certificate warrants that he or she possesses the requisite authority to execute same.

THIS _____ DAY OF _____, 19 ____

_____
TYPE NAME OF RENTER

By _____

_____
PRINT NAME AND TITLE

KK130 R7/87
©Aloha Leasing

38 532 A

8. AUTHORITY: **RENTER** is a public body corporate and politic duly organized and existing under the Constitution and Laws of the State set forth above. **RENTER** will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. **RENTER** is authorized under the Constitution and Laws of the State set forth above and its Charter to enter into this **AGREEMENT** and the transaction contemplated hereby and to perform all of its obligations hereunder. **RENTER** has been duly authorized to execute and deliver this **AGREEMENT** and the person executing this **RENTAL AGREEMENT** on behalf of the **RENTER** warrants that he or she possess the requisite and necessary authority and authorization to execute said **RENTAL AGREEMENT** on behalf of the **RENTER**.

9. ESSENTIALITY: During the term of this **AGREEMENT**, the **EQUIPMENT** will be used only for the purpose of performing one or more governmental or proprietary functions of **RENTER** consistent with the permissible scope of **RENTER'S** authority. **RENTER** warrants that the use of the **EQUIPMENT** is essential to performing such governmental or proprietary functions.

10. EXPENSE: **OWNER** and **RENTER** understand and intend that the obligation of the **RENTER** to make payments hereunder shall constitute a current expense of **RENTER** and shall not in any way be construed to be a debt of **RENTER** in contravention of any applicable constitutional or statutory limitation requirements concerning the creation of indebtedness by **RENTER**, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of **RENTER** and any provision herein directly or indirectly construed to so provide such be deemed null or void.

11. ASSIGNMENT: **RENTER** shall not assign, sublet, lend, transfer, pledge or hypothecate this **RENTAL AGREEMENT** or the **EQUIPMENT** without **OWNER'S** prior written approval. This **RENTAL AGREEMENT** and the covenants and obligations hereunder shall be binding upon any such assign, successor, representative or transferee of **RENTER**. **OWNER** may assign, transfer, pledge or sell **OWNER'S** interest in this **RENTAL AGREEMENT** or the **EQUIPMENT**. Upon notification of such assignment, **RENTER** shall remit **RENTAL AGREEMENT** payments directly to the address set forth on the notification. In no event shall any **ASSIGNEE** of **OWNER** be obligated to perform any duty, covenant, condition, or promise under this **RENTAL AGREEMENT**. **RENTER** hereby consents to any such assignment.

12. INDEMNITY: **RENTER** shall indemnify **OWNER** against, and hold **OWNER** harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from this **RENTAL AGREEMENT** or the **EQUIPMENT**.

13. ENJOYMENT OF RENTAL EQUIPMENT: **OWNER** hereby covenants to provide **RENTER** during the **RENTAL AGREEMENT** Term with quiet use and enjoyment of the Leased **EQUIPMENT**, and **RENTER** shall during **RENTAL AGREEMENT** Term peaceably and quietly have and hold and enjoy Leased **EQUIPMENT**, without trouble or hindrance from **OWNER**, except as expressly set forth in this **RENTAL AGREEMENT**. Any **ASSIGNEE** of **OWNER** shall not interfere with such quiet use and enjoyment during the **RENTAL AGREEMENT** Term so long as **RENTER** is not in default pursuant to this **RENTAL AGREEMENT**.

14. DEFAULT: **RENTER** shall be in default of this **RENTAL AGREEMENT** if **RENTER** (a) fails to make any **RENTAL AGREEMENT** payment within ten (10) days after the date the payment is due (b) fails to allow **OWNER** to inspect the **EQUIPMENT** during regular business hours (c) fails to maintain the **EQUIPMENT** or maintain service contract or (d) assigns or otherwise transfers this **RENTAL AGREEMENT** or the **EQUIPMENT** without **OWNER'S** written approval.

15. REMEDIES: The parties agree that **RENTER'S** default under §13 is primary default and as such **OWNER** may upon written notice to **RENTER**, demand **RENTER** to cure the default. If **RENTER** fails to cure the default within thirty (30) days of the notice, then **OWNER** may (1) declare the entire amount of remaining **RENTAL AGREEMENT** payments, including arrears, due and immediately payable, and (2) take peaceful possession of the **EQUIPMENT** with or without court order. No right or remedy herein conferred upon or reserved to **OWNER** is exclusive of any other right or remedy hereunder or allowed by law. Each right and remedy shall be cumulative and may be exercised singly or in combination.

16. INSURANCE: **RENTER** hereby certifies that it is self-insured or at its own expense **RENTER** shall cause casualty insurance to be carried and maintained with respect to the **EQUIPMENT** and shall carry public liability and property damage insurance sufficient to protect the full value of the **EQUIPMENT**. All insurance proceeds from casualty losses shall be payable solely to **OWNER**, subject to the terms of this **RENTAL AGREEMENT**. **RENTER** shall carry Workman's Compensation insurance or self-insurance covering all employees working on, in, or near or about the **EQUIPMENT** and shall require any other person or entity working on, in, near or about the **EQUIPMENT** to carry such coverage.

17. TITLE: Title to the **EQUIPMENT** shall remain in **OWNER**. All replacement parts, accessories, additions to, or modifications of the **EQUIPMENT** shall become property of **OWNER**. **CUSTOMER** shall affix to the **EQUIPMENT**, in a prominent place, any tags, stickers, labels or markings supplied by **OWNER** stating ownership of the **EQUIPMENT**.

18. NONAPPROPRIATION: If **RENTER** is not allotted funds for the next Fiscal Period to continue the leasing of the **EQUIPMENT** and has no funds for the purchase, lease or renting of equipment performing functions similar to those performed by the **EQUIPMENT** and it has no funds from other sources, **RENTER** may terminate this **RENTAL AGREEMENT** at the end of the then current Fiscal Term, and **RENTER** shall not, in this sole event, be obligated to make payments beyond the end of the then Fiscal Period, except it shall be the obligation of the **RENTER**, at its own expense, to return the **EQUIPMENT** to the **OWNER**. Upon the occurrence of this event **OWNER** may request from **RENTER**, an opinion of its counsel to this effect together with appropriate documentation, providing sufficient proof of same. If, within one (1) year after termination under this caption, funds are appropriated to purchase, lease or rent equipment performing function similar to those performed by the **EQUIPMENT**, then it shall be conclusively deemed that monies have been appropriated for the continuance of this **RENTAL AGREEMENT**.

19. RENEWAL: Unless **RENTER** notifies **OWNER**, in writing, within 60 days of the end the initial term of this **RENTAL** , or successive renewal terms of its desire not to renew, this **RENTAL** will automatically renew on an annual basis for the same monthly rate as stated above. If **RENTER** chooses not to renew, **RENTER** must make arrangements to return the equipment at its own expense to **OWNER**.

20. USE OF EQUIPMENT: **RENTER** shall use the **EQUIPMENT** at the location set forth above. **RENTER** shall use the **EQUIPMENT** in a careful and proper manner and shall comply with all statutes, rules, ordinances, licensing requirements, laws, and regulations relating to the possession, use, maintenance, and repair of such **EQUIPMENT**. **RENTER** shall use the **EQUIPMENT** in compliance with the Manufacturer's or Supplier's suggested guidelines.

21. REPAIRS: **RENTER**, at its own expense, shall keep the **EQUIPMENT** in good repair, condition, and working order and to that end, **RENTER** shall (a) furnish any labor, parts, mechanisms, and devices required and (b) maintain a service agreement in full force throughout the term of this **RENTAL AGREEMENT**.

22. NET AGREEMENT: **RENTER** intends the Payments in this **RENTAL AGREEMENT** to be net to the **OWNER**. **RENTER** shall comply with all laws and shall pay all taxes, if any, including but not limited to sales and use taxes, excise taxes, personal property taxes and assessments, licenses, registration fees, freight and transportation charges and any similar charges imposed on the ownership, possession, or use of the **EQUIPMENT** during the term of this **RENTAL AGREEMENT**.

23. SECURITY AGREEMENT: To secure the payment of the foregoing **RENTAL** Payments, and any and all liabilities, direct, indirect, absolute, contingent, due or to become due, now existing or hereafter arising of the undersigned to the **OWNER**, the undersigned **RENTER** grants to the **OWNER** as the Secured Party a security interest covering all of the property included in **EQUIPMENT** described above and all additions, attachments, accessions and substitutions thereto or therefore including future or other obligations to pay and covers after acquired **EQUIPMENT** to be maintained at the address of the **RENTER**. **RENTER** hereby grants to the **OWNER** the right to file one or more financing statements (UCC1) without the signature of **RENTER**.

24. NON-WAIVER: **OWNER'S** failure to require strict performance by **RENTER** of any of the provisions of this **RENTAL AGREEMENT** shall not be a waiver thereof.

25. SEVERABILITY: If any provision of this **RENTAL AGREEMENT** be declared invalid, such provision shall be inapplicable and deemed omitted, but the remaining provisions, including the default and remedy provisions, shall remain in force and effect.

26. MODIFICATION: This **RENTAL AGREEMENT** shall not be modified or amended except by written agreement executed by the parties herein.

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533

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Star Cable Co. dated 3-15-89, permit no. 81028 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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 Ronald Grachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

returned 3/28/89

30

534

Appl. # 81028

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-17-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00

Money Order

38 535

AS PER ORIGINAL

BANK MONEY ORDER

82797

REMITTER Star Cable

DATE March 15, 1989

88-1998
1131

PAY TO THE ORDER OF County of Fort Bend [redacted] $ 2000.00

BRAZORIA STATE BANK 2,000 AND 00 CTS

AUTHORIZED SIGNATURE

Brazoria State Bank
BRANCH OF MOULTON STATE BANK
P.O. BOX 8 BRAZORIA, TX 77422 798-2181

Mattie Ann Davis Asst Cashier

Etha Williams

⑈082797⑈ ⑆113119985⑆ 800 001⑈

38

536

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

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 81028

Formal notice is hereby given that Star Cable 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
Band Road	Band Road and Gerken	20'	Cut Through			
Dirt Rd SW of Gerken						

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
Gerken Rd	10' NW of Band Rd going SE	Power Pole just West of Creek	1088' R of Way 40'

General Description

Install one .750 plastic jacketed CATV Cable from power pole located on West corner of Band and Gerken Road, cross on back side of ditch at edge of right of way (40') to pole located 1088' away, just West of creek.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

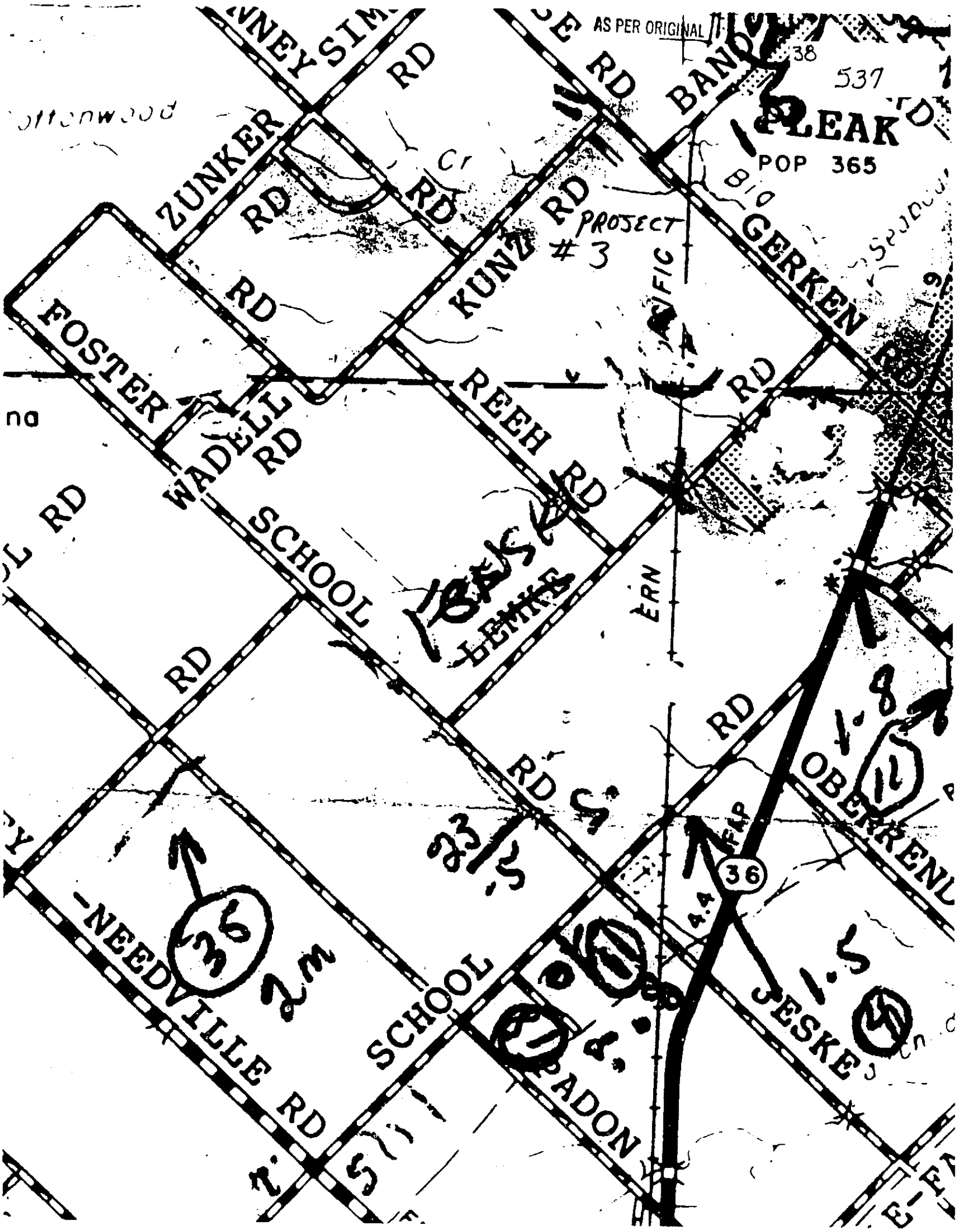
Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Star Cable Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Larry Schnack
(Signature)

NAME & TITLE Larry Schnack
Project Manager
(Please Print)

DATE:
ADDRESS: 1112 South Brooks
(Street/P.O. Box)
P. O. Box 1570
Brazoria, Texas 77422
City State Zip
TELEPHONE NO: 409-798-9121


AS PER ORIGINAL
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537
PLEAK
POP 365
ZUNKER RD
KUNZ RD
PROJECT #3
GERKEN RD
FOSTER
WADELL RD
REEH RD
SCHOOL
LEMKE
ERN
OBERRENDE
JESKE
NEEDVILLE RD
SCHOOL
PADON
36
4.4
1.8
1.5
23
.5
2m
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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Star Cable Co. dated 3-15-89, permit no. 81029 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shiles, 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 Ronald Gradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

38 539

Appl. # 81029

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-17-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00
Money Order

38

540

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81029

Formal notice is hereby given that Star Cable 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
Williams School Rd.	60' S.W. of Foster School Rd.		Ø

General Description

Set one (1) 25' pole in line with the HL&P poles. Set pole 50' southwest of existing pole and place support anchor guy in-line with pole line between new pole and existing pole.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

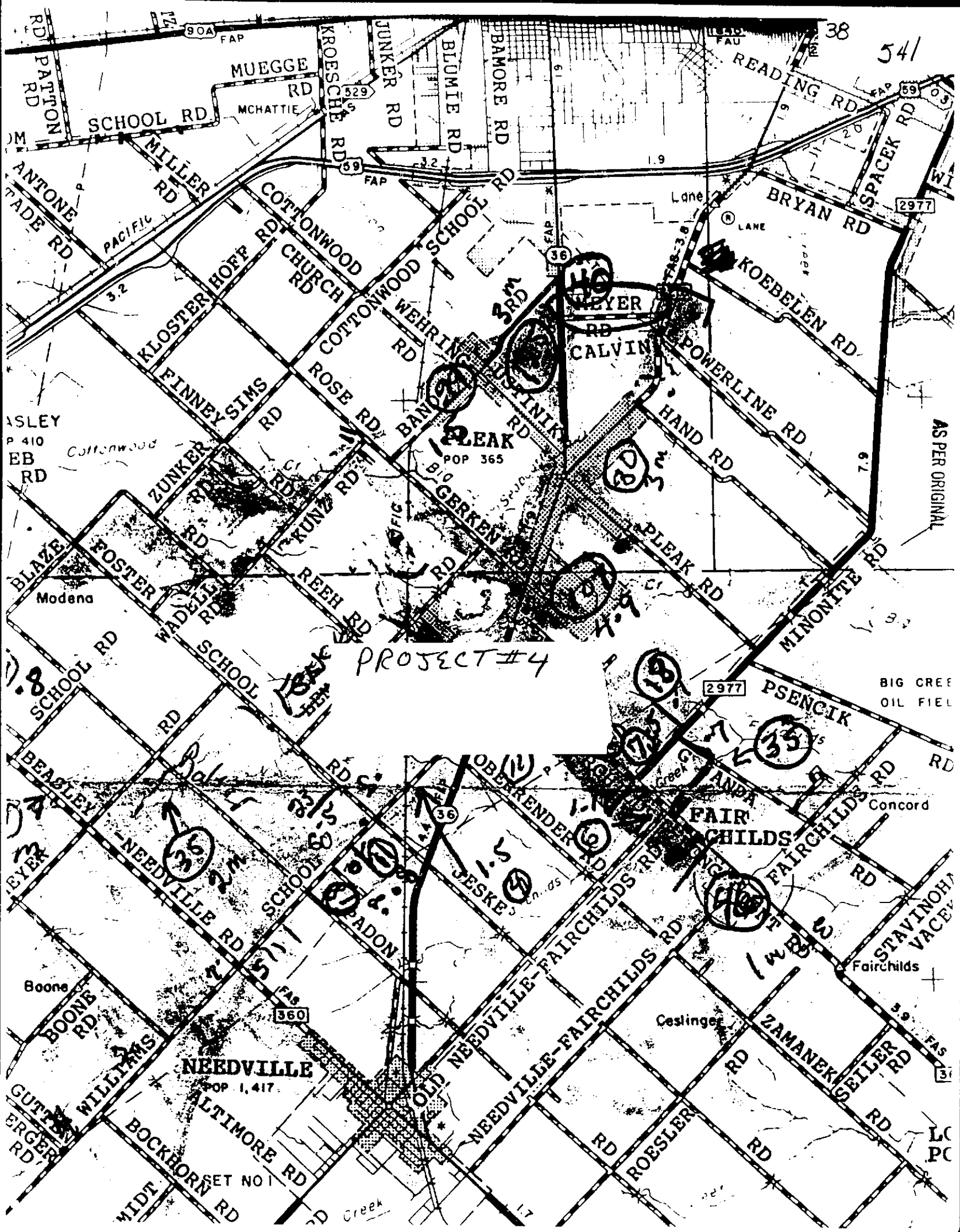
Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Star Cable Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Larry Schnack
(Signature)

NAME & TITLE Larry Schnack
Project Manager
(Please Print)

DATE: March 15, 1989
ADDRESS: 1112 South Brooks
(Street/P.O. Box)
P. O. Box 1570
Brazoria, Texas 77422
City State Zip
TELEPHONE NO: 409-798-9121
1-800-327-2288



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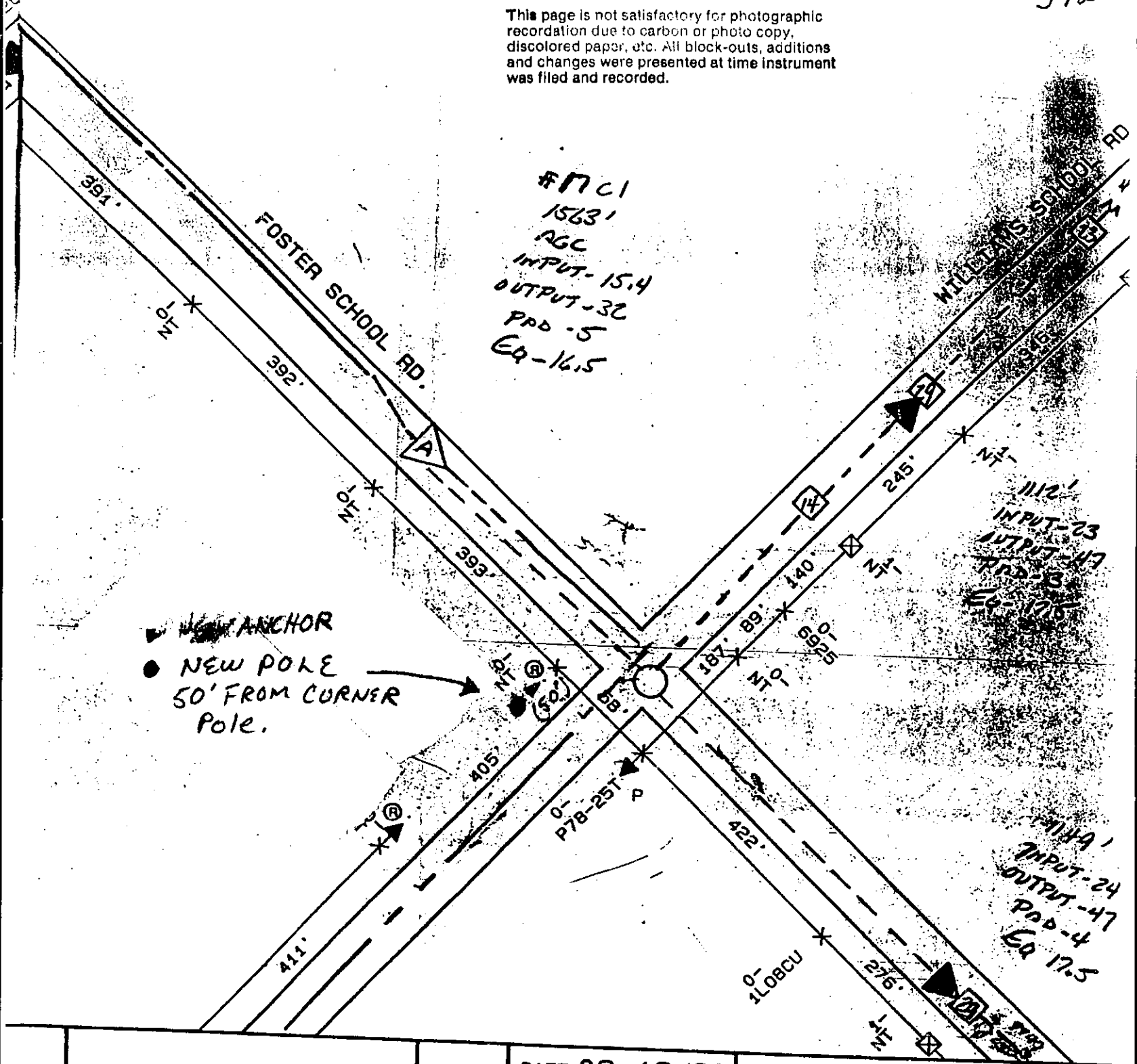
541
PROJECT #4
AS PER ORIGINAL
PLEAK
POP 365
NEEDVILLE
POP 1,417
FAIR CHILDS
Modena
Boone
Concord
Fairchilds
Ceslinger
BIG CREE
OIL FIEL
SCHOOL RD
MUEGGE RD
MCHATTIE
KROESCHE RD
JUNKER RD
BLUMIE RD
BAMORE RD
READING RD
SPACEK RD
BRYAN RD
KOEBELEN RD
POWERLINE RD
HAND RD
PLEAK RD
MINONITE RD
PSENCIK
FAIRCHILDS RD
STAVINOHA
VACEK
ZAMANEK
SEILER RD
ROESLER RD
OLD NEEDVILLE-FAIRCHILDS RD
NEEDVILLE-FAIRCHILDS RD
OBERRENDER RD
JESKE
PADON
NEEDVILLE RD
BEASLEY
BOONE RD
WILLIAMS
BOCKHORN RD
ALTIMORE RD
SET NO 1
GUTTEN
ERGER RD
MIDT
ROSE RD
WEHRING RD
COTTONWOOD SCHOOL RD
COTTONWOOD CHURCH RD
KLOSTER HOFF RD
FINNEY SIMS RD
ZUNKER RD
KUNZ RD
GERKEN RD
REEH RD
WADELL RD
FOSTER RD
BLAZE
ANTONE
TADE RD
MILLER RD
PATTON RD
PACIFIC
Cottonwood
Lane
LANE
MEYER RD
CALVIN

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

38 542



			DATE 09-16-88	DRAWN EPH	CHECKED
			SCALE 1": 200'	TRACED	JOB NO.
			REF. NO. ROCK DRAFTING & DESIGN		SHT. NO. 51
NO.		DATE	TITLE STAR CABLE ASSOCIAT		
REVISIONS			PLEAKS TEXAS		

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Star Cable Co. dated 3-15-89, permit no. 81030 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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 Ronald Rachelberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81030

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-17-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00
Money Order

38 545

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81030

Formal notice is hereby given that Star Cable 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
Wadell	200' NE from road end at Foster School Rd. going NE	Pole located where road angles to right	1764' R of W 30'

General Description

Install one .750 plastic jacketed aluminum CATV Cable parallel to above stated road to interconnect between HL&P power poles.

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 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

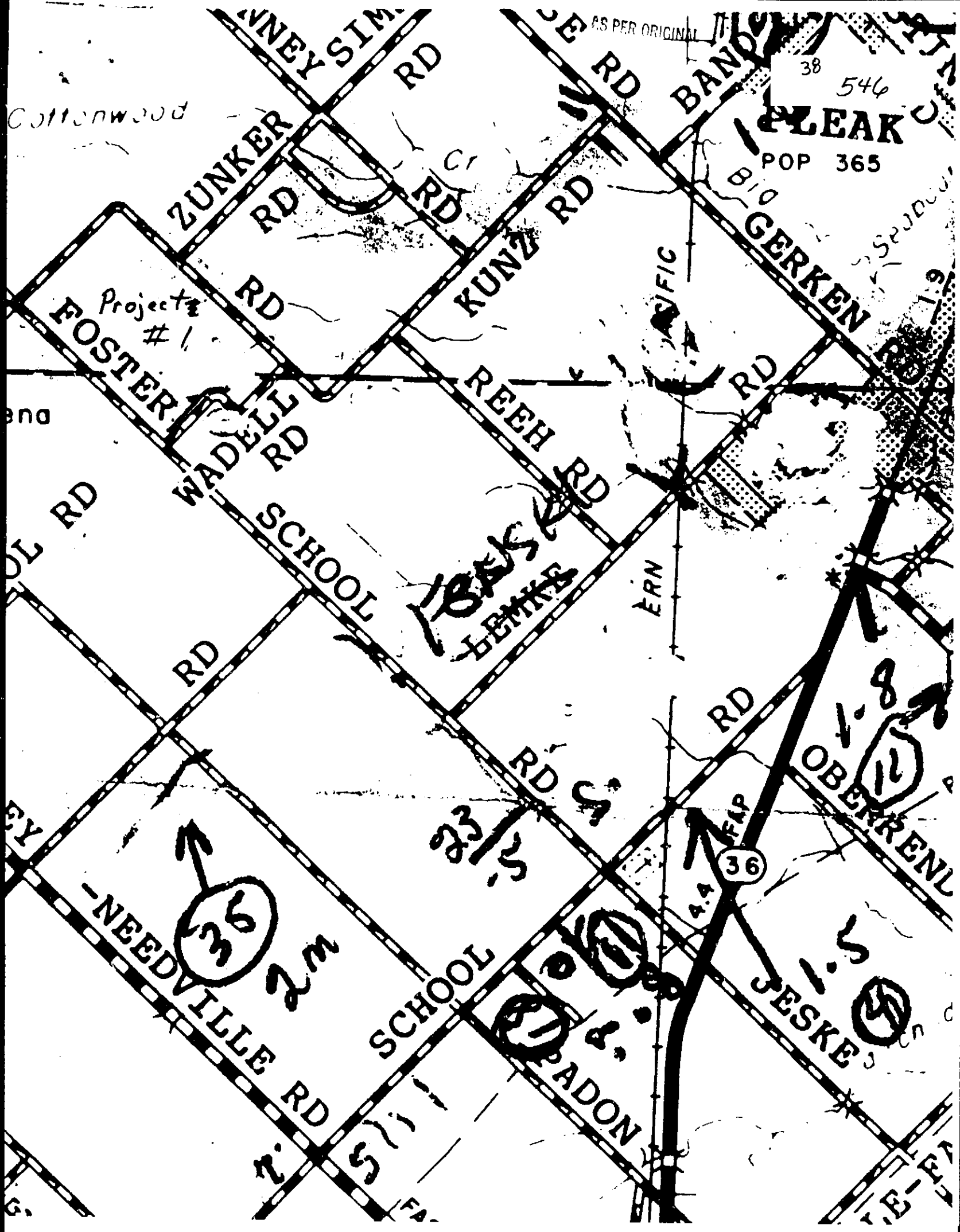
Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Star Cable Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)
Larry Schnack
NAME & TITLE Project Manager
(Please Print)

DATE: March 15, 1989
ADDRESS: 1112 South Brooks
(Street/P.O. Box)
P. O. Box 1570
Brazoria, Texas 77422
City State Zip
TELEPHONE NO: 409-798-9121


AS PER ORIGINAL
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Cottonwood
ZUNKER RD
KUNZ RD
GERKEN RD
FOSTER
Project #1
WADELL RD
REEH RD
SCHOOL
LEMKE
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JESKE
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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 27th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Star Cable Co. dated 3-15-89, permit no. 81031 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Linham, seconded by Commissioner O'Shieles, 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 Ronald Wadenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

38 548

Appl. # 81031

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-17-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00
Money Order

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81031

Formal notice is hereby given that Star Cable 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 Rd	1330' NW of Brinkmeyer RD going NW	Power jump pole on N. side of Rd.	2562' R of W 70'

General Description

Install one .750 plastic jacketed aluminum CATV Cable parallel to above stated road to interconnect between HL&P power poles, and parallel to telephon company cable.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

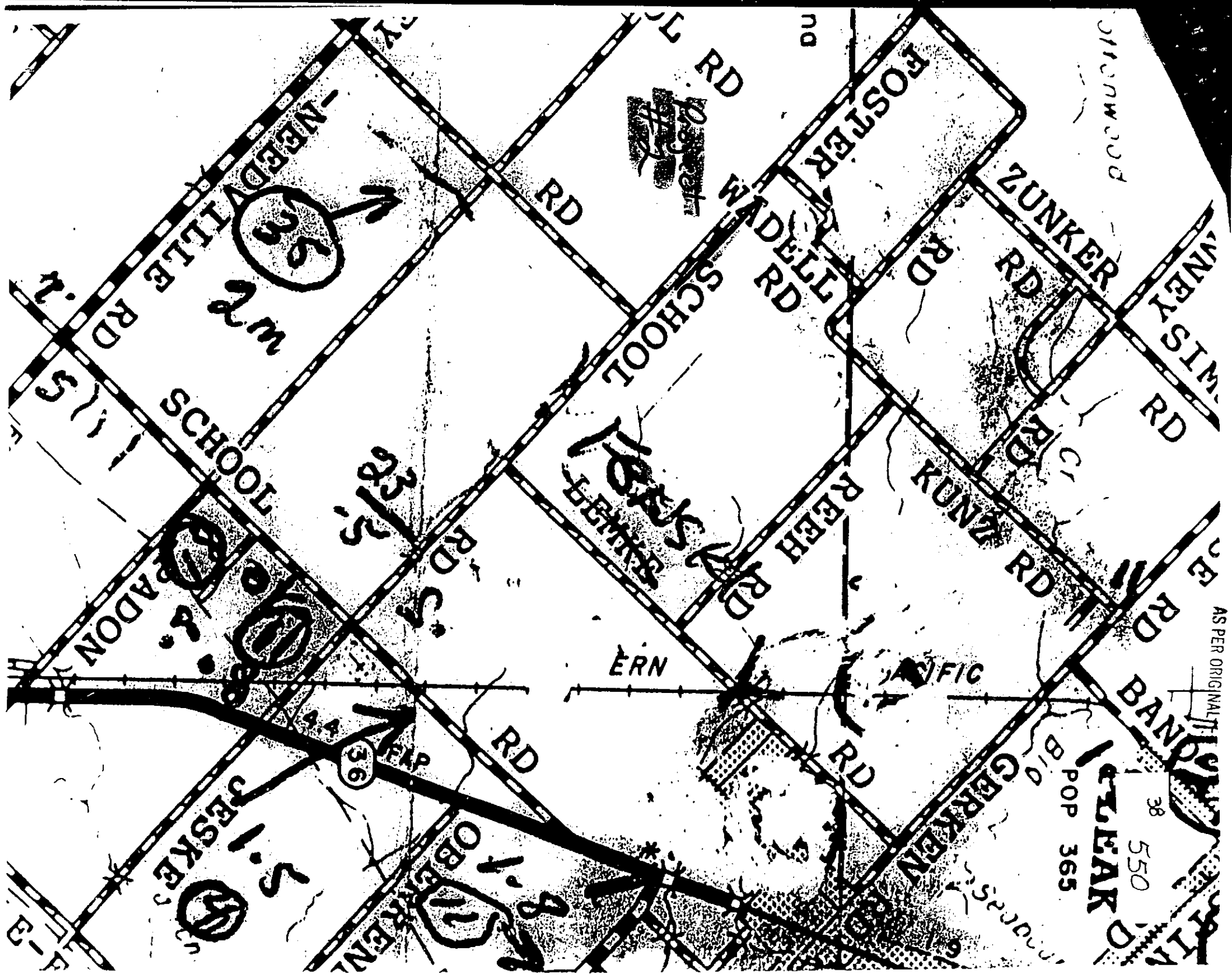
Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Star Cable Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week)

Larry Schnack
(Signature)

NAME & TITLE Larry Schnack
Project Manager
(Please Print)

DATE: March 15, 1989
ADDRESS: 1112 South Brooks
(Street/P.O. Box)
P. O. Box 1570
Brazoria, Texas 77422
City State Zip
TELEPHONE NO: 409-798-9121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BANDY
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GERKEN
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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT AS PER ORIGINAL

On this 27th day of March, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Hanson Minerals Co. dated 3-23-89, permit no. 81032 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Sutts, 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 Ronald Gradenberg
COUNTY ENGINEER

BY
DRAINAGE DISTRICT ENGINEER/MANAGER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

37 2295

38 552

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

AS PER ORIGINAL

REVIEW FORM

On 3/23/89 (date) the Drainage District (department/office) reviewed the: (circle one and fill in information)

1. Construction Plans _____

2. Plat _____

(3) Permit Hanson Minerals Crossing Oyster Creek #81032

and agrees that this project meets with minimum requirements of this department or office. The following comments may need to be addressed or observed. _____

Signature of Department Head

38 553

Appl. # 81032

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

Karl E. Baker, sp.
Karl E. Baker, P.E.
Assistant Engineer

3-23-89
Date

/ (1) Complete Application Form

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

/ b. Map or plat showing course of direction

/ c. Plans and specifications

/ (2) Bond

/ Perpetual bond currently posted

-or-

/ Performance bond submitted in the amount of $2,000.00

AS PER ORIGINAL

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

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we Hanson Minerals Company as principal and Hartford Casualty Insurance Co. as surety, are held and firmly bond unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of Two Thousand Dollars and 00/100********** DOLLARS ($2,000.00******* law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st. day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

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

NOW THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified to be by said principal cone and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 7th, day of March, 19 89.

PRINCIPAL: Hanson Minerals Company

BY: Guy A. Lister

Hartford Casualty Insurance Co.
SURETY

BY: Nancy M King
Attorney-In-Fact

38

555

HARTFORD CASUALTY INSURANCE COMPANY

Executive Office: Hartford, Connecticut

AS PER ORIGINAL

610727

POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD CASUALTY INSURANCE COMPANY, a corporation duly organized under the laws of the State of New Jersey, and having its Executive Office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

J. VAN BALLARD, GLEN A HEFNER, RANDALL F. GREEN, NANCY M. KRING, JOHN E. STATON, JOHN L. VAN OSDALL, ROBERT E. HOLLOWAY and JOHN D. COLLADO of HOUSTON, TEXAS

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed,

and to bind the HARTFORD CASUALTY INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD CASUALTY INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the HARTFORD CASUALTY INSURANCE COMPANY at a meeting duly called and held on the 15th day of September, 1976.

RESOLVED, that the President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

RESOLVED, that Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, shall each have, as long as he holds such office, the same powers as any Vice-President pursuant to the preceding Resolution.

RESOLVED, that, whereas the President or any Vice-President, acting with any Secretary or Assistant Secretary, has the power and authority to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more Resident Vice Presidents, Assistant Secretaries and Attorneys-in-Fact;

Now, therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

RESOLVED, that Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, may each, as long as he holds such office, affix his signature by facsimile pursuant too and with the same effect as that granted to Vice-Presidents under the preceding Resolution.

In Witness Whereof, the HARTFORD CASUALTY INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 1st day of April, 1983.

Attest: HARTFORD CASUALTY INSURANCE COMPANY

Mary Schaif

Mary Schaif, Secretary

Robert N. H. Sener

Robert N. H. Sener
Assistant Vice-President

STATE OF CONNECTICUT, } ss
COUNTY OF HARTFORD, }

On this 1st day of April, A.D. 1983, before me personally came Robert N. H. Sener, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of the HARTFORD CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Gloria Mazotas

Gloria Mazotas, Notary Public
My Commission Expires March 31, 1988

STATE OF CONNECTICUT, } ss
COUNTY OF HARTFORD, }

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD CASUALTY INSURANCE COMPANY, a New Jersey Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore, that the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford. Dated the 7th day of March 19 89

David A. Johnson

David A. Johnson
Assistant Secretary

Form S 3[illegible] (HC) Printed in U.S.A.

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

PRINCIPAL: Hanson Minerals Company

BY: Greg D. Linton

Hartford Casualty Insurance Co.
SURETY

BY: Nancy M Kring

Attorney-In-Fact

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556

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81032

Formal notice is hereby given that _____ 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
Oyster Creek	925' downstream Hwy 6	110'	x			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

4½" natural gas pipeline crossing Oyster Creek

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Hanson Minerals Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Greg L. Linton
(Signature)

NAME & TITLE Greg Linton - Agent
(Please Print)

DATE: March 23, 1989
ADDRESS: 2925 Briarpark, Suite 1000
(Street/P.O. Box)

Houston TX 77042
City State Zip
TELEPHONE NO: 713/789-1274

AS PER ORIGINAL

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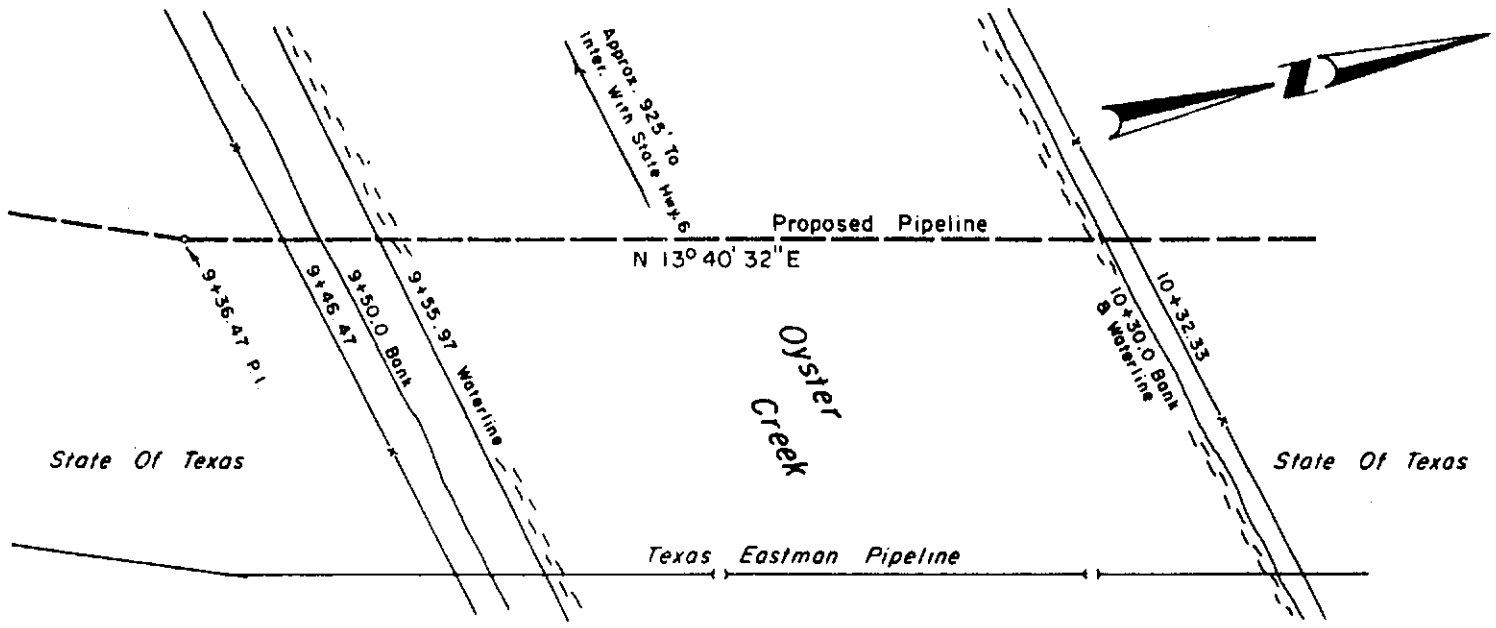
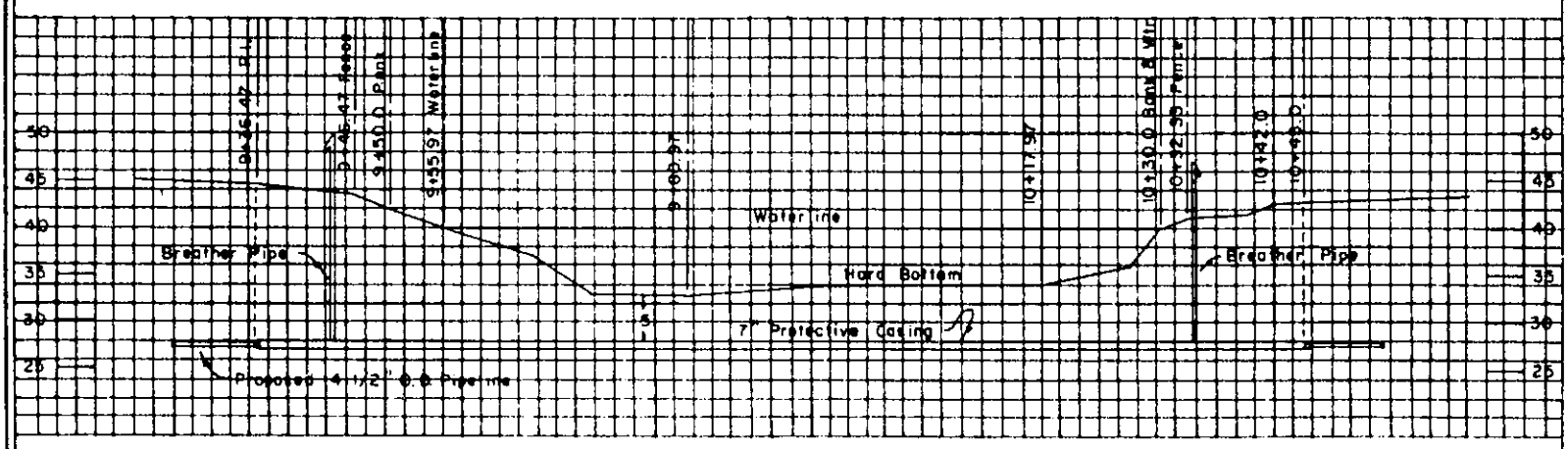
557



A. HODGE A-32 -PLAN-

SCALE: 1" = 20'



-PROFILE-

DATUM: 50' Assumed Elevation

HORIZ 1" = 20'
VERT. 1" = 20'

FORD ENGINEERING FIRM
CIVIL ENGINEERS AND SURVEYORS

By Duward Gail Ford

DUWARD GAIL FORD
REG PUBLIC SURVEYOR OF TEXAS NO 348

HANSON MINERALS COMPANY		
OYSTER CREEK PIPELINE CROSSING		
A HODGE SURVEY, FORT BEND COUNTY,		A-32 TEXAS
FORD ENGINEERING FIRM		VICTORIA, TEXAS
SCALE: SHOWN	DATE: 3-3-89	JOB NO: 1-189-H
FT. BEND 89-4		DRAWN BY: JRG - DVH
		CHECKED BY:

20. CONSIDER ADVERTISING FOR BIDS FOR A 36" WIDE COPIER:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for a 36" wide copier.

21. CONSIDER ACCEPTING ROADS IN TIERRA GRANDE, SEC. 2 FOR COUNTY MAINTENANCE, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept TIERRA RIDGE DR. (1879 ft) into county maintenance, Pct. 2. (Recorded in minutes in full)

22. 10:00 A.M.-HOLD PUBLIC HEARING ON PARTIAL REPLAT OF SWEETWATER, SEC.3A PCT. 4 AND CONSIDER TAKING ACTION:

Blake Emmett representing Sugar Land Properties discussed the need to replat Sweetwater, Sec. 3A.

No public comments.
No court action.

23. ACCEPT FOR RECORD AUDIT OF FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT #1:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept for record audit of Fort Bend County Rural Fire Prevention District #1. (Recorded in minutes in full)

24. CONSIDER APPROVING RESOLUTION CERTIFYING DRUG FREE WORKPLACE FOR FORT BEND COUNTY EMPLOYEES, AS REQUIRED BY THE OMNIBUS DRUG LEGISLATION ACT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve resolution certifying drug free workplace for Fort Bend County employees. (Recorded in minutes in full)

25. CONSIDER APPROVAL OF SUBSTANTIAL COMPLETION OF TRAVIS ANNEX:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve substantial completion of Travis Annex as recommended by Neville Lancaster, effective immediately. (Recorded in minutes in full)

26. WITHDRAW BID AWARD FOR 5 TWELVE FT. CONFERENCE TABLES, (#88-55 & #88-56) FROM BUSINESS FURNISHINGS CO. INC. AND AUTHORIZE PURCHASE FROM OTHER SOURCES AS AUTHORIZED BY LAW; AND AUTHORIZE DEPOSIT OF CASHIERS CHECK FROM BUSINESS FURNISHINGS CO. INC.:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to withdraw bid #88-55 & 88-56 from Business Furnishings Co. Inc. as recommended by John Hammett, Purchasing Agent and authorize purchase from other sources as authorized by law.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize deposit of Cashiers Check in the amount of $1,000 as deposit from Business Furnishings Co. Inc.

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

March 23, 1989

Commissioner Ben Denham
Fort Bend County Precinct #2
P. O. Box 249
Fresno, Texas 77545

RE: Tierra Grande, Sec. 2 Partial Replat
Final Road Inspection

Dear Commissioner Denham,

A road inspection was performed on Tierra Ridge Dr. on March 22, 1989 and we found the existing base material to meet the required amount.

Enclosed is a data sheet showing the results of our inspection.

The length of the road is 1879 feet.

If you have any questions, please contact me.

Sincerely,

Gnee Freund, P.E.,R.P.S.
Assistant Engineer

GF:rp

enclosure

AS PER ORIGINAL 38 560

ROAD INSPECTION
FOR

TIERRA RIDGE DRIVE

DATE: 3-21-89

	CROSS SECTION LOCATION	CROWN WIDTH (Feet)	BASE MATERIAL WIDTH (Feet)	BASE MATERIAL DEPTH: LEFT SIDE DISTANCE FROM CENTERLINE/ BASE DEPTH (Feet/Inches)	BASE MATERIAL DEPTH: LEFT SIDE DISTANCE FROM CENTERLINE/ BASE DEPTH (Feet/Inches)	BASE MATERIAL DEPTH: CENTERLINE DEPTH (Inches)	BASE MATERIAL DEPTH: RIGHT SIDE DISTANCE FROM CENTERLINE/ BASE DEPTH (Feet/Inches)	BASE MATERIAL DEPTH: RIGHT SIDE DISTANCE FROM CENTERLINE/ BASE DEPTH (Feet/Inches)
A	0+00	34'	24'	12'/5½"	6'/7"	9"	6'/6½"	12'/6"
B	5+00	34'	24'	12'/7"	6'/7"	10"	6'/6"	12'/5½"
C	10+00	32'	24'	12'/6"	6'/7½"	11"	6'/7"	12'/6"
D	15+00	32'	24'	12'/7"	6'/3"	9"	6'/6"	12'/7"
E	2+45	74'	70'	35'/4½"	17'/5½"	5½"	17'/4½"	35'/5"
F								
G								
H								
I								
J								
K								
L								
M								
N								

STATION 0+00 IS AT: (E) E.O.W OF TIERRA GRANDE DR.

INSPECTOR(S): MARK TWARDOWSKI
ROSS KELLEY, BILL CASTILLO

23

38 561

AS PER ORIGINAL

FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT NO. 1

FINANCIAL STATEMENTS

DECEMBER 31, 1988

MARKWARDT, MCGUIRE, BARRY & SLAVINSKI, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
HOUSTON, TEXAS 77030

38 562

AS PER ORIGINAL

MARKWARDT, MCGUIRE, BARRY & SLAVINSKI, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
1020 E. HOLCOMBE, SUITE 1101
HOUSTON, TEXAS 77030

AS PER ORIGINAL

MARKWARDT, MCGUIRE, BARRY & SLAVINSKI, P.C.

Mr. James Clift, President and Board of Fire Commissioners
Fort Bend County Rural Fire Prevention District No. 1
P. O. Box 494
Fulshear, Texas 77441

We have examined the Balance Sheet of Fort Bend County Rural Fire Prevention District No. 1 and its Statement of Revenue, Expenditures and Changes in Fund Balance for the year ended December 31, 1988. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the financial statements referred to above present fairly the financial position of the Fort Bend County Rural Fire Prevention District No. 1 at December 31, 1988, and the results of its operations and the changes in Fund Balance for the year then ended, in conformity with generally accepted accounting principles consistently applied.

Markwardt, McGuire, Barry & Slavinski PC

MARKWARDT, McGUIRE, BARRY
& SLAVINSKI, P.C.

March 14, 1989

AS PER ORIGINAL

FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT NO. 1
BALANCE SHEET
DECEMBER 31, 1988

ASSETS

CURRENT ASSETS	
Cash - General Fund	$ 9,149
Cash - Restricted Fund	11,000
Deliquent Tax Receivables	13,461
	$ 33,610

DEFERRED CREDIT

DEFERRED TAX REVENUE	$ 13,461
DEFERRED CREDIT	4,218
	17,679

FUND EQUITY

FUND BALANCES	
General Operating Fund	4,931
Restricted Fund	11,000
	15,931
	$ 33,610

See Accompanying Notes To Financial Statements

AS PER ORIGINAL

FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT NO. 1
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 1988

	BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES			
Property Taxes	$57,516	$60,118	$ 2,602
Penalty and Interest		1,831	1,831
Interest Income		1,842	1,842
Total Revenue	57,516	63,791	6,275
EXPENDITURES			
Administrative			
Office	200	95	105
Tax Collection Fee 1%	600	620	(20)
Central Appraisal District Fees	525	534	(9)
Professional Fees	1,500	1,753	(253)
Security Bond and Insurance	1,550	1,730	(180)
	4,375	4,732	(357)
Department			
Interest	9,800	11,375	(1,575)
Insurance	14,589	14,205	384
Telephone and Utilities	4,350	4,881	(531)
Small Equipment Repair and Supplies	3,700	3,612	88
Vehicle Repairs and Maintenance	2,500	3,004	(504)
Office	150	154	(4)
Vehicle Fuel	1,050	1,193	(143)
Professional Dues and Training	600	916	(316)
Property Repairs	1,000	1,237	(237)
Miscellaneous	1,000		1,000
Vehicle Replacement	2,000	460	1,540
Mutual Aid Contract	5,000	2,000	3,000
Note Reduction	8,383	12,072	(3,689)
	54,122	55,109	(987)
Total Expenditures	58,497	59,841	(1,344)
Excess Of Revenues (Expenditures)	(981)	3,950	4,931
FUND BALANCE BEGINNING OF YEAR	981	11,981	11,000
FUND BALANCE END OF YEAR	$ -0-	$15,931	$15,931

ee Accompanying Notes To Financial Statements

AS PER ORIGINAL

FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 1988

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Fort Bend County Rural Fire Prevention District No. 1 was created August 10, 1985, under the provisions of Article 2351a-6 of Vernon's Annotated Civil Statutes. The District operates under the direction of five commissioners and provides protection of life and property from fire and for the conservation of natural resources as in the provision of Section 48-d of Article III of the State Constitution.

The accounting policies of the Fort Bend County Rural Fire Prevention District No. 1 conform to generally accepted accounting principles as applicable to government. The following is a summary of the more significant policies:

A. Fund Accounting

The accounts of the Fire District are organized on the basis of a General Operating Fund with two fund balances. The fund balances are defined as follows:

1. General Operating Fund - It is used to account for all general resources except those required to be accounted for in another specific fund.

2. Restricted Fund - It is funds restricted within the General Fund for the purpose of contingencies or emergencies. The Board must approve any changes in the restriction of this fund balance.

B. Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurements made, regardless of the measurement focus applied. The General Fund is accounted for using the modified accrual basis of accounting. The revenues are recognized when they become measurable and available as net current assets. Taxpayer - assessed income is considered "measurable" when received in the hands of the taxing entity from the intermediary collecting government and are recognized as income at that time. Expenditures are recognized at the time of payment.

AS PER ORIGINAL

(2) PROPERTY TAX

Property taxes are levied on October 1 and payable on January 31. The Fort Bend County Central Appraisal District assesses the property at 100% of market value, while the Fort Bend County Tax Assessor-Collector bills and collects the property taxes under contract. The Fort Bend County Tax Assessor-Collector receives a 1% fee of all property tax, penalty and interest collected. District property tax revenues are recognized when received from the collecting agent.

The District is permitted by the State Constitution to levy taxes up to $.03 per $100 of assessed valuation for support of the District and the purposes authorized within the Act.

The 1987 assessed taxable value is $201,809,001 or original tax of $60,543. The District collected 95% of the 1987 property tax.

(3) CONTRACTUAL AGREEMENTS

The District entered into a contract with the Fulshear Volunteer Fire Department to provide fire protection services to the residents and commercial interests within the boundaries of the geographic district. The District agrees to pay the department's monthly submitted and approved bills not to exceed the taxes collected less their administrative expenses.

(4) DEFERRED CREDIT

The District collected 1989 Revenues of $4,218 prior to December 31, 1988 to be reported on the financial statement for December 31, 1989.

AS PER ORIGINAL

POLICY STATEMENT

FORT BEND COUNTY

DRUG-FREE WORKPLACE

Pursuant to the passage of the Omnibus Drug Legislation Act by the U. S. Congress on November 18, 1988, all Federal grant recipients and contractors with contracts of more than $25,000 were required to certify that they will provide a drug-free workplace. The following policy statement was considered by Fort Bend County Commissioners Court:

> The use, abuse, presence in the body, reporting to work under the influence, bringing on to County property, possession, transfer, storage, concealment, transportation, promotion, or sale of illegal or unauthorized drugs (including alcohol) or drug-related paraphernalia by employees is strictly prohibited on Fort Bend County premises or while on County business.

PASSED AND APPROVED this 27th day of March, 1989.

FORT BEND COUNTY COMMISSIONERS COURT

By: Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

Attest:

Dianne Wilson

Dianne Wilson, County Clerk

38 568

AGENDA ITEM
#25

CHRISTOPHER
DI STEFANO &
ASSOCIATES
ARCHITECTS
INC. AIA

AREA CODE 713/953-9032

MEMO TO: Norma
Judge Stavinoha's Office

Replace the Certificate of Substantial Completion page on all (3) copies you have from last Monday that was dated 3/17/89 with this Certificate reflecting date of Monday, March 27, 1989.

There were 20 pages of the punch list attached to the 3/17/89 Certificate - add the attached pages -21- through -24- as they are a part of this revised Certificate.....

If you have any questions, give me a call.

Ann

2500 CITYWEST BOULEVARD • SUITE 2010 • • HOUSTON, TEXAS • 77042

UPON COMPLETE EXECUTION, RETURN THIS COPY TO: 569

CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

Distribution to:
OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

AS PER ORIGINAL

PROJECT: FORT BEND COUNTY COURTHOUSE ANNEX II
(name, address) Richmond, Texas

ARCHITECT: CHRISTOPHER DI STEFANO & ASSOC., INC.

ARCHITECT'S PROJECT NUMBER: 8502

TO (Owner):

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

CONTRACTOR: LEBCO CONSTRUCTORS, INC.

CONTRACT FOR: GENERAL CONSTRUCTION

CONTRACT DATE: July 20, 1987

DATE OF ISSUANCE: March 23, 1989

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Entire project

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as Monday, March 27, 1989

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

CHRISTOPHER DI STEFANO & ASSOC., INC.
ARCHITECT — BY Christopher DiStefano — DATE 3/23/89

The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above Date of Substantial Completion.

LEBCO CONSTRUCTORS, INC.
CONTRACTOR — BY [signature] — DATE 3/23/89

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 4:00 p.m. (time) on Monday, March 27, 1989 (date).

FORT BEND COUNTY COMMISSIONERS COURT
OWNER — BY _____ — DATE _____

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

-Owner to assume all responsibilities for maintenance, insurance and utilities.

- Contractor shall keep all liability insurance in force until final completion of the entire project.

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PUNCH LIST ITEMS FOR SUBSTANTIAL COMPLETION = FORT BEND COUNTY COURTHOUSE ANNEX II
6th FLOOR March 22, 1989

FLOOR 600/G TELE. CLOSET:
- -clean door and frame
- -clean floor
- -touch up paint by base; E. wall
- -install ceiling tile
- -light fixture does not work

ROOM 601/C ELEV. LOBBY:
- -clean elevator doors and frames; clean RACO frames
- -clean floor
- -clean walls (W & E)
- -remove plastic from detectors

ROOM 602/D MENS TOILET:
- -install door closer
- -clean base
- -clean entire floor; clean cleanout grate
- -clean vinyl by sink; clean tile (N & S walls)
- -remove cracked tile above urinal
- -clean vinyl wall; remove paint from vinyl by door frame (E wall)
- -clean inside light fixture lens
- -repair chips on marble partition; clean toilet accessories; clean all plbg. fixtures

ROOM 603/D JANITOR CLOSET:
- -sand and otuch up door
- -clean floor; mop sink; floor drain grate; and water heater
- -clean vinyl, S & E. walls

ROOM 604/G STAIR B:
- -clean floor

ROOM 605/G MECH RM. B:
- -clean door and frame
- -scrape and clean floor; clean floor drain
- -complete hooking up elec. panels; touch up paint (W. wall)
- -clean off a/c equipment

ROOM 606/D WOMENS TOILET:
- -clean door and frame
- -clean base
- -clean floor and floor drain grate; tighten door stop
- -clean vinyl-N. & S. walls
- -remove pencil marks and clean tile (E. wall)
- -clean all toilet fixtures, accessories and partitions

ROOM 607/G STAIR A:
- -clean door frame
- -scrape and clean floor

ROOM 608/G MECH. RM. A:
- -clean door and frame
- -clean floor
- -complete hooking up elec.
- -clean off entire a/c equipment

ROOM 609/K NORTH CORRIDOR:
- -clean base and reglue
- -remove spots and vacuum floor; tighten door stop
- -clean vinyl along base - N. wall
- -clean fire extinguisher cabinet; install cleanout cover plate
- -install cover plate over sprinkler head (W. end); replace tile at sprinkler head by W. end; remove plastic bags from detectors; replace ceiling tile (2) by return air grille; install exit light
- -clean lens of fixture by W. end

ROOM 609/K SOUTH CORRIDOR:
- -reglue base
- -remove spots and vacuum
- -clean fire extinguisher cabinet
- -remove plastic from detectors

EAST CORRIDOR:
- -reglue base
- -vacuum floor
- -clean vinyl - W. wall
- -remove plastic from detectors; fix ceiling tile by detector

WEST CORRIDOR:
- -reglue base
- -remove spots and vacuum
- -clean E. wall vinyl
- -replace ceiling tile at sprinkler head; remove plastic from detectors

ROOM 610/A:
- -install doors and hardware
- -clean and touch up window frames; install mini blinds; clean glass
- -reglue base; clean paint off base
- - remove spots and vacuum entire area
- -N. wall-sand, texture and repaint under window in center of room; float, texture and paint corner of column by 3rd window from W.
- -(2) power poles don't work
- -remove plastic from detector; install ceiling tile; replace tile at SW corner; install exit light
- -align a/c vents at W. wall

ROOM 611/M CONFERENCE
- -clean window frames; install mini blinds
- -vacuum carpet; tighten door stop
- -install vinyl
- -install ceiling tile

ROOM 612/A TRIAL PREPARATION:
- -touch up door frame
- -reglue base
- -vacuum carpet
- -clean light fixture lens

ROOM 613/A COFFEE:
- -clean RACO frame
- -reglue base
- -remove spots and vacuum
- -rework SE corner (S. wall) by base& paint; texture and repaint on W. side of jamb
- -caulk splash; clean inside and out; install refrigerator; install microwave
- -clean skik and fixtures

ROOM 614/A STORAGE:
- -touch up door frame
- -tighten door stop; remove spots and vacuum; paint shelving; install rod

ROOM 614/A STORAGE:
- -touch up door frame
- -tighten door stop; remove spots and vacuum; paint shelving and install rod

ROOM 615/A WORK RM:
- -remove spots and vacuum; tighten door stop
- -texture and repaint above outlet (E. wall)

ROOM 616/A FILE RM:
- -touch up door frame
- -remove spots and vacuum
- -paint, texture; and repaint above telephone outlet
- -clean lens

ROOM 617/A COUNTY ATTORNEY:
- -install screws in hinges and clean door frames
- -touch up window frame; clean glass; install mini blinds
- -clean base
- -remove spots and vacuum
- -replace ceiling tile at sprinkler head
- -clean light fixtures

ROOM 618/A OFFICE 2:
- -install mini blinds
- -remove spots, vacuum; tighten door stop
- -replace ceiling tile at sprinkler head by door
- -remove debris off return air grille

ROOM 619/A OFFICE 3:
- -touch up door frame
- -touch up frame and install mini blinds
- -clean base
- -remove spots and vacuum; tighten door stop

ROOM 620/A OFFICE 4:
- -clean base
- -remove spots and vacuum

ROOM 621/A HALL:
- -remove spots and vacuum
- -patch, texture and repaint by Rm. 613 (N. wall)
- -S. wall - touch up paint between 612 & 617; 618 & 619
- -replace ceiling tile by 612; (2) by 613; remove plastic from detectors

ROOM 621/A PUBLIC, SECRETARY 1,2,& 3:
- -finish installing hardware
- -install mini blinds
- -clean base
- -tighten door stop; remove spots and vacuum
- -Secretary 1-sand, texture and repaint by data outlet
- -Secretary 2-where is telephone outlet?
- -replace ceiling tile by light

ROOM 622/A OFFICE 5:
- -install mini blinds
- -remove spots and vacuum
- -patch hole, texture and repaint SE corner, S. wall
- -touch up paint, SE corner, E. wall
- -remove debris from top of return air grille

ROOM 623/A READING RM.
- -install mini blinds
- -clean base
- -remove spots and vacuum
- -outlets on W. wall don't work
- -replace ceiling tiles by sprinkler heat at NW and light fixtures; remove plastic from detectors
- -clean light fixtures

ROOM 624/A OFFICE 6:
- -clean door
- -vacuum carpet
- -clean cabinets, inside and out
- -install ceiling tile
- -remove debris from top of return air grille

ROOM 625/A OFFICE:
- -touch up window frame and install mini blinds
- -remove spots and vacuum
- -hook up all outlets
- -clean return air grille

ROOM 626/A FIRE MARSHAL:
- -clean door and frame
- -touch up frame and install mini blinds
- -remove spots and vacuum
- -patch, texture and repaint at NE corner, N. wall
- -patch, tecture and repaint nail hole at SW corner, W. wall
- -replace ceiling tiles

ROOM 628/A OFFICE
- -remove spots and vacuum
- -patch, texture and repaitn N.wall by door frame; clean reveal at ceiling
- -hook up outlets

ROOM 629 RECEPTION
- -finish installing hardware
- -remove spots and vacuum
- -hook up all outlets
- -replace ceiling tile by light fixture
- -clean fixtures

ROOM 630 OFFICE:
- -tighten door stops; clean and vacuum
- -touch up paint, N.wall
- -install door and hardware; paint shelves in closet
- -clean lens and fix fixture

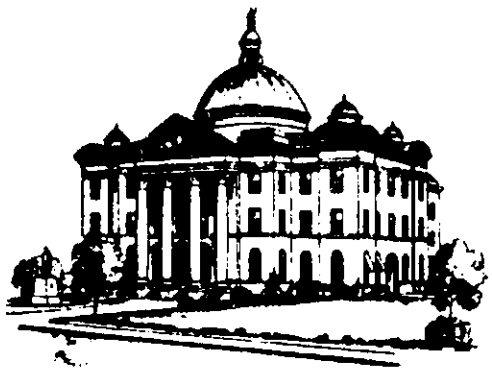
ROOM 631/F SHOWER RM.:
- -install door and hardware
- -clean vinyl-W. & S. walls
- -wall switch needs cover plate and hooked up; hook up all outlets
- -light fixture doesn't work

ROOM 632/F COFFEE:
- -clean door and frame
- -clean window frames, glass; install mini blinds
- -clean and mop floor
- -install telephone box and cover plate
- -clean vinyl - E. wall
- -clean cabinets inside and out; install microwave
- -hook up outlets
- -remove debris from return air grille

ROOM 633?A RADIO RM:
- -remove paint runs and repaint NW corner (W. wall); touch up paint at end of cabinet
- -touch up paint - S. wall
- -hook up all outlets

ROOM 627/G EVIDENCE STORAGE:
- -remove spots and vacuum
- -patch nail hole, texture and repaitn N. wall
- -touch up paint at base W. wall
- -hook up plugs
- - replace ceiling tile at sprinkler head

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

March 22, 1989

Each Member
Commissioners Court
Fort Bend County, Texas

Dear Commissioner

Please note the last sentence of the first paragraph of the attached letter.

The only options I see are:

1. Allow them to deliver 12' long conference tables with the top in 2 pieces.

2. Withdraw the Purchase Orders and buy one piece top tables on the open market with BFC making up the difference in price (I am holding a Cashier's Check for $1,000 as a performance bond).

3. Offer them more money (unsatisfactory solution).

The furniture bid opened in November 1988 and the specifications stated: "Prices bid are to be FOB point of delivery, inside, to the specified office". In November 1988 the Travis Annex was complete enough that a reasonably prudent vendor should have been able to discern that the building would be more than one story tall.

Two other companies bid this table; one was $16.31 higher and the other was $18.53 higher. I feel certain that those price differences were to take care of the expense of carrying the tables up the stairs and that BFC simply realized that they had bid too low and wanted out.

I have asked to be on the Agenda for Monday, March 27th to recommend Option 2 above and for permission to deposit their check in the bank.

Thank you,

John J. Hammett

Business Furnishings
Company, Inc

BFC

Two Claymoore Park, Suite 6
10801 Kempwood Drive
Houston, Texas 77043-1414
713/462-5742

AS PER ORIGINAL

March 14, 1989

per 9069-03297

County of Fort Bend
P. O. Box 368
Richmond, TX 77469

Attn: Debbie - Purchasing

Dear Debbie:

As per our telephone conversation of this date pertaining to P.O.'s 9044-02105, 9044-02101, 9053-02478 and 9053-02496, four (4) conference tables, size 48"Wx144"L were ordered. We are unable to deliver for the following reasons:

1) Most conference tables over 10' are in two pieces. You request a one piece.

2) Your delivery elevator is 9' tall and the top will not be removed.

3) Using the stairwell to floors, 3, 5, and 6 constitutes an unusual, and special delivery, not stated in your bid specifications.

4) Damage, using a stairwell, is almost assured to the table top. This, I state, through 16 years of experience.

I'm sorry for the confusion these tables have caused. I assumed since it was not clearly stated in the specifications, that the table would be in two pieces and the Droemer factory called to confirm that one piece was not a good idea.

Thank you for your understanding.

Sharon Patton

Sharon Patton
Account Executive

SP/cs
Ref:142.sp

copy: Bryan Hext, BFC

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 28 - 88	88-56	11 - 14 - 88	2	13

A. SCOPE:

It is the intent of Fort Bend County to purchase furniture for the County Departments which are located in the new William B. Travis Courthouse Annex. All furniture bid must meet the description, manufacturer, and stock number of that specified herein.

B. DELIVERY:

1. Prices bid are to be F.O.B. point of delivery, inside, to the specified office.

2. Furniture is to be unpacked, assembled, and put in place. Packing materials are to be completly removed from courthouse property. Dumpster may not be used.

3. Delivery, of no less than 90% in dollar value of the furniture ordered from a particular vendor must be completed within sixty (60) calendar days after receipt of purchase order from the Fort Bend County Purchasing Department. Failure to meet this requirement may result in the forfeiture of a portion of the bid security based upon a penalty of $25.00 per working day, late delivery, regardless of dollar amount undelivered.

C. BID SECURITY:

Bidder must submit, with bid, a Cashier's Check payable to Fort Bend County in the amount of $1,000.00. Unsuccessful bidder's cashier's checks will be returned upon award of bid. Successful bidder's deposit less penalties, if any, will be returned after complete delivery of furniture within the timeframe specified in B. above.

D. MISCELLANEOUS:

1. Fort Bend County reserves the right to select multiple vendors.

2. Quantities listed are approximate and may be decreased or increased.

3. Brands and models specified have been determined to be available to a sufficient number of vendors to insure compliance with the State of Texas Local Government Code as pertains to competitive bidding.

4. Bid prices must be per unit and guaranteed for 180 days from date vendor signs bid.

E. SPECIFICATIONS:

Per attached.

INITIALS OF BIDDER: R DATE: 11/23/88

13. DEPARTMENT/LOCATION: COUNTY COURT-AT-LAW #1, JURY ROOM - ROOM #337

QTY	DESCRIPTION/MANUFACTURER/STOCK NUMBER	BUSINESS FURNISHINGS CO.	FINGER OFFICE FURNITURE	KEY OFFICE PRODUCTS	SEALY OFFICE PRODUCTS
1	TABLE, CONFERENCE, BOAT SHAPED, 48"D X 144"W X 29"H DROEMER 48-144 LAMINATE: WILSONART GUNSTOCK WALNUT	$440.47/EA.	$459.00/EA. (18.53)	$456.18/EA. (16.31)	NO BID
14	CHAIRS, EXECUTIVE, MEDIUM BACK W/CARPET CASTERS. UNITED FM-11. BASE/FRAME: CHAR-BROWN MATTE. UPHOLSTERY: AM28 ROSE MIX.	NO BID	$245.46/EA.	$286.05/EA.	NO BID

PO	Floor
9044-02101	5
9044-02105	Personnel (5)
9053-02478	3
9053-02496	3
9069-03297	6

AS PER ORIGINAL

27. ACCEPT OR REJECT BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW 1500 GAL. ASPHALT DISTRIBUTOR WITH OR WITHOUT TRADE-IN (#89-036); (2) ONE OR MORE NEW TRUCK CAB & CHASSIS (#89-0370:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to R.B. EVERETT for 1500 gal. asphalt distributer in the amount of $36,970.00 minus $11,000.00 trade-in, total amount $25,970.00. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to BARRETT WHITE GMC in the amount of $22,856.00 ea. for one or more new truck cab and chassis. (Recorded in minutes in full)

RECESS:

Commissioners Court recessed at 10:30 a.m.

RECONVENED:

Commissioners Court reconvened at 1:30 p.m.

28. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW 76 HP. MIN. SELF PROPELLED SWEEPER (#89-038); (2) ONE OR MORE NEW 9-WHEEL, 25-TON PNEUMATIC ROLLER WITH HYDROSTATIC TRANSMISSION (#89-039):

Open bids for one or more new 76 hp. min. self propelled sweeper:

The following bids were presented to Commissioners Court for review.

A) CONLEY-LOTT NICHOLS MACHINERY
B) MUSTANG TRACTOR & EQUIPMENT
C) R.B. EVERETT AND COMPANY
D) ROMCO EQUIPMENT COMPANY

Open bids for one or more new 9-wheel, 25-ton pneumatic roller with hydrostatic transmission:

The following bids were presented to Commissioners Court for review

A) CONLEY-LOTT NICHOLS MACHINERY
B) MUSTANG TRACTOR & EQUIPMENT
C) R.B. EVERETT AND COMPANY

29. APPROVE BILLS:

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

30. RECONVENED:

Commissioners Court reconvened at 1:45 p.m. Monday, March 27, 1989.

38 579

27/1

PURCHASE OF ONE (1) OR MORE NEW 1500 GALLON ASPHALT DISTRIBUTOR WITH OR WITHOUT TRADE-IN. BID #89-036

COMPANY	BID PRICE	TRADE-IN ALLOWANCE	TOTAL	
R.B. EVERETT P.O. BOX 327 HOUSTON, TX 77001	$36,970.00	$11,000.00	$25,970.00	Deduct $2,000 from bid price if distributor is mounted at manuf. facility in Oregon, IL in lieu of mounted at R.B. Everett.
ROMCO, INC. P.O. BOX 690469 HOUSTON, TX 77269	DOES NOT MEET SPECIFICATIONS: Hydrostatic drive displacement of 4.0 cu.in. per revolution. No air controlled spary bar turn up. Bitumen Pump is located at the rear operator's platform.			

38 580

AS PER ORIGINAL

27/2

PURCHASE OF ONE (1) OR MORE NEW TRUCK CAB AND CHASSIS. BID #89-037.

COMPANY	BID PRICE	
BARRETT WHITE GMC TRUCKS P.O. BOX 4998 TYLER, TX 75712	$22,856.00	
MORT HALL FORD, INC. 10730 EASTEX FWY. HOUSTON, TX 77093	$22,945.00	
KNAPP CHEVROLET, INC. P.O. BOX 4179 HOUSTON, TX 77210	$22,990.00	
LAWRENCE MARSHALL CHEV-OLDS. P.O. BOX 983 HEMPSTEAD, TX 77445	$23,246.11	Mechanical Speedometer.
ALVIN EQUIPMENT CO. P.O. BOX 1907 ALVIN, TX 77512	$27,492.00	

28 (1)

38 581

BID ITEM: 76 HORSEPOWER SELF PROPELLED SWEEPER

BID NUMBER: 89-038

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$category

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALVIN EQUIPMENT CO., INC.	
BADO EQUIPMENT CO., INC.	
BOETTCHER-HLAVINKA CO.	
BOMAG	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT	
CONLEY-LOTT NICHOLS MACHINERY	18,500 Base
CONSTRUCTION EQUIPMENT INT'L	
D & S TRUCK PARTS & REPAIR	
DECA EQUIPMENT COMPANY	
DIVERSIFIED EQUIPMENT	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	
EL CAMPO EQUIPMENT CO., INC.	
FORTRESS ALLATT, LTD.	
FT BEND CHAMBER OF COMMERCE 1	
GRACE EQUIPMENT	
GULF MACHINERY CO., INC.	
HALL EQUIPMENT SUPPLY CO.	
HERTZ EQUIPMENT RENTAL CORP	
HI-WAY EQUIPMENT CO., INC.	
HOUSTON HEAVY EQUIPMENT, INC.	
INGERSOLL-RAND EQUIPMENT SALES	
J.W. BARTHOLOW MACHINERY CO.	
JOHNSON & ROACH TRACTOR CO.	
K & M EQUIPMENT, INC.	
MOTOR TRUCK EQUIPMENT CORP.	
MUSTANG TRACTOR & EQUIPMENT CO	22,371 Base
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	
R.B. EVERETT AND COMPANY	18,160 Base
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	19,170 Base
ROSENBERG FORD TRACTOR	
ROSENBERG/RICHMOND CHAMBER - 2	
SHOPPA FARM SUPPLY CO.	
SOUTH TEXAS EQUIPMENT CO., INC	
STAR CONCRETE CONSTRUCTION	
THE R.J. MILLER CO., INC.	
TOM FAIREY COMPANY	
TOMM LEE, INC.	
TRUCK & PICKUP EQUIPMENT CORP.	
VOLVO WHITE TRUCK CORPORATION	
W.R. FLORA & SONS, INC.	
WAUKESHA-PEARCE INDUSTRIES,INC	
WORLD WIDE WELDING & PRESS INC	

28(a)

PAGE NO. 1

AS PER ORIGINAL 38 582

BID ITEM: 9-WHEEL, 25 TON PNEUMATIC ROLLER WITH HYDROSTATIC TRANSMISSSION

BID NUMBER: 89-039

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$category

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALVIN EQUIPMENT CO., INC.	
BADO EQUIPMENT CO., INC.	
BOETTCHER-HLAVINKA CO.	
BOMAG	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT	
CONLEY-LOTT NICHOLS MACHINERY	77,275 Base
CONSTRUCTION EQUIPMENT INT'L	
D & S TRUCK PARTS & REPAIR	
DECA EQUIPMENT COMPANY	
DIVERSIFIED EQUIPMENT	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	
EL CAMPO EQUIPMENT CO., INC.	
FORTRESS ALLATT, LTD.	
FT BEND CHAMBER OF COMMERCE 1	
GRACE EQUIPMENT	
GULF MACHINERY CO., INC.	
HALL EQUIPMENT SUPPLY CO.	
HERTZ EQUIPMENT RENTAL CORP	
HI-WAY EQUIPMENT CO., INC.	
HOUSTON HEAVY EQUIPMENT, INC.	
INGERSOLL-RAND EQUIPMENT SALES	
J.W. BARTHOLOW MACHINERY CO.	
JOHNSON & ROACH TRACTOR CO.	
K & M EQUIPMENT, INC.	
MOTOR TRUCK EQUIPMENT CORP.	
MUSTANG TRACTOR & EQUIPMENT CO	NO BID
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	
R.B. EVERETT AND COMPANY	72,700 Base
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR	
ROSENBERG/RICHMOND CHAMBER - 2	
SHOPPA FARM SUPPLY CO.	
SOUTH TEXAS EQUIPMENT CO., INC	
STAR CONCRETE CONSTRUCTION	
THE R.J. MILLER CO., INC.	
TOM FAIREY COMPANY	
TOMM LEE, INC.	
TRUCK & PICKUP EQUIPMENT CORP.	
VOLVO WHITE TRUCK CORPORATION	
W.R. FLORA & SONS, INC.	
WAUKESHA-PEARCE INDUSTRIES,INC	
WORLD WIDE WELDING & PRESS INC	

AS PER ORIGINAL

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 22 day of March, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

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

********** APPROVED **********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

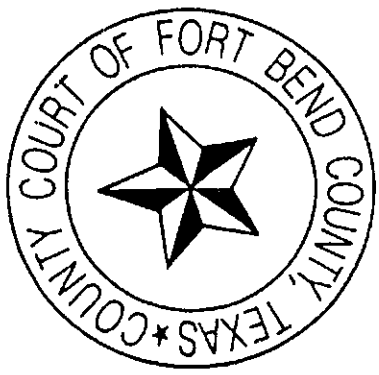
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MAY 12, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg.497

ENDING WITH
FILM CODE NO. 89vol.38pg.583.



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF MAY, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 586.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, APRIL 3, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of March 27, 1989.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Consider accepting fee officers' monthly reports.

6. Mr. Roman Bohachevsky, County Librarian, re: presentation of $6,000 gift to Children's Dept., George Memorial Library; (2) approve computer maintenance agreement for Library System.

7. Consider approval of abandonment of 10-ft. wide public utility easement centered on common boundary line of Lots 11 & 12, Block 12, replat of Weston Lakes, Sec. 4, Pct. 4.

8. Discuss and consider advertising for proposals for engineering services for 5th Street (Stafford) ~~Water~~/Sewer Project.

9. Authorize purchase of law enforcement reserve officers' badges/patches.

10. Consider approval of interlocal agreement with City of Wharton for emergency medical services.

11. Set public hearing for approval to close Cow Creek bridge for repair, Pct. 2.

12. Consider approving plats for Pecan Grove Commercial Reserve B and for Walkers Station, Sec. 1, New Territory, Pct. 4.

13. Consider accepting streets and releasing bond in ~~Pecan~~ The Grove, Sec. 4, and accepting roads in North Fulshear Estates, Pct. 4, into County road maintenance system.

14. Consider accepting Riverwood Dr. (West 331') and Rawson St. (265') into the County road maintenance system, and Riverwood Dr. (609.4') for drainage purposes only, Riverwood, Sec. 3, Pct. 1.

15. Consider change order with Bell Shaft for additional services.

16. Consider approving inspection services with McBride-Ratliff for vent wells and probes.

17. Consider applications from HL&P to hang aerial pole lines across Ditch I-B-3, Ditch I-B-3-K, Ditch I-B-3-I, Ditch I-A, Ditch I-A-1, Ditch I-A-2, Colony Rd., Barek Rd. and along Krueger Rd., Pct. 2.

18. Consider application from Fort Bend Telephone to lay cable under Ditch I-A-1, Pct. 2.

19. Consider application from John R. Thompson Operating Inc. to lay a gas pipeline bored under Behrens Rd., under & along Buls Rd., Pct. 4.

20. Consider releasing Letter of Credit for Tierra Grande, Sec. 2, Pct. 2.

21. Accept or reject bids for the following: (1) One or more new 76 h.p. min. self propelled sweeper (#89-038); (2) One or more new 9-wheel, 25-ton pneumatic roller with hydrostatic transmission (#89-039).

22. Consider activating card key entry system and installing fire door in Travis Annex, per previous discussion.

AS PER ORIGINAL

23. Meet in Closed Session to discuss the following: (1) Personnel Matters - Department Head Evaluations; E.M.S.; Performance Review Committee recommendations (County Clerk, E.M.S., Drainage District, Vehicle Maintenance, Road & Bridge Precincts 2, 3 & 4); and (2) Land Matters - Right-of-Way; & Landfill; as authorized by Art. 6252-17, Sec. 2(f&g), V.T.C.S., and consider taking action on above.

24. 1:30 p.m. - Open and consider awarding bids for the following: (1) One or more new full size utility vehicle(s) (#89-040); (2) Shelving & carrels for District Attorney, Civil Div., Law Library (#89-041); (3) Contract for refuse removel, Pct. 2 facility, Arcola (#89-042); (4) Two or more new 62 h.p. tractors (#89-043).

25. Approve bills.

26. RECESS UNTIL 2:00 P.M., TUESDAY, APRIL 4 to consider the following: Discuss a resolution approving issuance of Fort Bend Flood Control Water Supply Corp. Revenue Bonds, Series 1989; levying and pledging a tax for the payment thereof; and further pledging impact fees collected by the Drainage District as payment thereof; authorizing an agreement relating thereto; and containing other provisions relating to the subject; and to discuss other action as may be necessary concerning said resolution and agreement.

27. Adjournment.

FILED FOR RECORD
TIME 3:00 A.M. P.M.
MAR 30 1989

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, March 30, 1989 at 3:10 p.m. by Velma Hendley.

REGULAR SESSION

BE IT REMEMBERED That on this 3RD day of APRIL, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

Judge Stavinoha absent.

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

1. APPROVE MINUTES OF MEETING OF MARCH 27, 1989:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve meeting of March 27, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfers in budget for SHERIFF'S department. (Recorded in minutes in full)

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

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out-of-town travel request for DISTRICT ATTORNEY, COUNTY ENGINEER, COMMISSIONER PCT.#2, PURCHASING AGENT and VETERAN SERVICE OFFICER. (Recorded in minutes in full)

5. CONSIDER ACCEPTING FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve fee officers' monthly report for FEBRUARY 1989 as presented by Robert Grayless, County Auditor. (Recorded in minutes in full)

6. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: PRESENTATION OF $6,000 GIFT TO CHILDREN'S DEPT., GEORGE MEMORIAL LIBRARY; (2) APPROVE COMPUTER MAINTENANCE AGREEMENT FOR LIBRARY SYSTEM:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept an anonymous cash gift of $6,000 for the Children's Dept.,at the George Memorial Library as presented by Roman Bohachevsky, County Librarian.

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 3 day of APRIL, 1989, at a _____ Session of the Commisioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
R.L."Bud" O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 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 1989, adopted on November 14, 1988.

NOW, THERETOFORE, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
SHERIFF 0027 Line Item			
10 50 0027 6026 (Radios)	12,600.00	11,960.00	(640.00)
10 50 0027 6025 (Automobiles)	192,000.00	192,640.00	640.00

DATE: March 29, 1989

DEPARTMENT HEAD: Gus George
Gus George, Sheriff

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct.#2

_____
R.L."Bud" O'Shieles, Commissioner Precinct #1

_____
Alton Pressley, Commissioner Pct.#3

_____
Bob Lutts, Commissioner Pct. #4

38 590

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Frank Ellis

DATE OF DEPARTURE: April 18, 1989

DATE OF RETURN: April 22, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: TDCAA Capital Murder Prosecution

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Criminal Dist. Attorney
Name & Department

DATE: 3-29-89

Sam W. Dick / dgt
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official Bob Lutts

Date 4/3/89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

AS PER ORIGIN. 38 591

FORT BEND COUNTY

TRAVEL AUTHORIZATION

Item #4

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

James P. Pohl

DATE OF DEPARTURE: April 10, 1989

DATE OF RETURN: April 14, 1989

DESTINATION: College Station, Texas

PURPOSE OF TRIP: Computerized Bridge Inspection Program (Texas Extension Service)

MODE OF TRANSPORTATION: County vehicle

****

DEPARTMENT HEAD APPROVAL: Ronald D. Drachenberg, County Engineer
Name & Department

DATE: 3/31/89

Ronald Drachenberg
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official Bob Hutt

Date 4-3-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

38 592

AS PER ORIG...

FORT BEND COUNTY
TRAVEL AUTHORIZATION

Item #4

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Ronald D. Drachenberg

RECEIVED MAR 31 19

DATE OF DEPARTURE: May 8, 1989

DATE OF RETURN: May 11, 1989

DESTINATION: College Station, Texas

PURPOSE OF TRIP: Computerized Bridge Inspection Program (Texas Extension Service)

MODE OF TRANSPORTATION: County vehicle

****

DEPARTMENT HEAD APPROVAL: Ronald D. Drachenberg, County Engineer
Name & Department

DATE: 3/31/89

Ronald Drachenberg
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 4-3-89

(Emergency Approval: _____ Date _____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

38 593

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
MAR 31 1989

TO: COMMISSIONERS' COURT

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

~~accompanied by the following persons~~

Period: Date of Departure May 2, 1989

Date of Return May 7, 1989

Purpose of Trip: Western Interstate Region Conference NACo

Places to be Visited: Cascade County (Great Falls) Montana

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

B. G. Denham
Name

March 27, 1989
Date

Commissioner - Pct 2
Title

* *

Approved: Commissioners' Court

County Judge

4-3-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 594

FORT BEND COUNTY

TRAVEL AUTHORIZATION

AS PER ORIGINAL

MAR 3 1

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

John Hammett

DATE OF DEPARTURE: July 16, 1989

DATE OF RETURN: July 20, 1989

DESTINATION: XXXXXXX Kissimmee, Florida

PURPOSE OF TRIP: To attend National Conference of National Purchasing Institute and National Association of Purchasing Managers

MODE OF TRANSPORTATION: Commercial air plus rent car

****

DEPARTMENT HEAD APPROVAL: John J Hammett, Purchasing Dept
Name & Department

DATE: March 29, 1989

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 4-3-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

RECEIVED
MAR 28 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

PATRICK R. CONRAD

Period: Date of Departure 4/6/89

Date of Return 4/7/89

Purpose of Trip: COUNTY SERVICE OFFICERS SPRING TRAINING CONF.

Places to be Visited: HOUSTON, TEXAS

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

Patrick R. Conrad
Name

3/27/89
Date

VETERAN SERVICE OFFICER
Title

* *

Approved: Commissioners' Court

County Judge

4/3/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 596 5

County Auditor

FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77469

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

March 27, 1989

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of February, 1989. 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.

The breakdown of the fees paid by the Tax Collector in February is attached to this letter.

The following is the criminal and civil case report for the JPs for the month of February, 1989:

JP	# OF CASES:	New	Pending	Dismissed	Paid	Open	Civil Cases
JP 1	Geick	387	3249	189	269	3178	18
JP2-1	Molina	488	727	41	271	903	40
JP2-2	Fredrickson	410	727	52	240	845	6
JP3	Stahl	109	251	12	88	260	45
JP4	Adolphus	356	4130	119	166	4201	18

There was nothing that would lead us to believe that these reports are not, in all material respects, a fair representation of cash transactions of the records presented to us.

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1989.

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

> Moved be Commissioner____, seconded by Commissioner____, duly put and carried, it is ordered that the monthly reports of fees collected by Fee Officers identified below, for the month of February, 1989 be approved as recommended by the County Auditor in his letter of March 27, 1989.

Jodie Stavinoha, County Judge
Sam Dick, District Attorney
Dianne Wilson, County Clerk
Glory Ketelers, District Clerk
Gus George, Sheriff
Gary Geick, JP Pct. 1
George Molina, JP Pct. 2-1
Marsha Gaines, Tax Collector
Gary Fredrickson, JP Pct. 2-2
Robert Stahl, JP Pct. 3
James Adolphus, JP Pct. 4
R.L."Tiny" Gaston, Constable Pct.1
Ray Breeding, Constable Pct. 2
Rob Cook, Constable Pct. 3
S. H. Werlein, Constable Pct. 4

Yours very truly,

Robert Grayless,
County Auditor

RG:DP:dp

FEE OFFICERS REPORT TO COMMISSIONERS COURT
FEBRUARY 1989

OFFICER	SOURCE	GROSS AMOUNT	FEES OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL COLLECTED	YEAR TO DATE
County Clerk	Civil	60,115.58					
	Criminal	47,251.30	71,281.08	24,775.80	11,310.00	107,366.88	227,944.38
District Clerk	Civil	48,295.99					
	Criminal	13,066.50	31,790.34	7,479.00	22,093.15	61,362.49	125,769.06
Tax Collector	See Letter	263,116.21	263,116.21			263,116.21	363,673.86
District Atty.	****Bad Check	3,541.41	3,541.41			3,541.41	7,258.99
Sheriff	Criminal	21,893.06	4,785.56		17,107.50	21,893.06	38,861.83
J.P. #1	Civil	1,176.00					
	Criminal	17,178.00	13,469.00		4,885.00	18,354.00	38,239.05
J.P. #2-1	Civil	2,231.00					
	Criminal	13,986.75	11,954.25		4,263.50	16,217.75	30,263.50
J.P. #2-2	Civil	265.00					
	Criminal	16,435.50	12,631.00		4,069.50	16,700.50	40,145.63
J.P. #3	Civil	3,641.50					
	Criminal	4,958.00	7,624.50		975.00	8,599.50	17,198.60
J.P. #4	Civil	588.00					
	Criminal	14,159.10	11,489.10		3,258.00	14,747.10	27,081.60
Constable #1	Civil	1,637.00	1,637.00			1,637.00	6,336.06
Constable #2	Civil	2,520.00	2,520.00			2,520.00	5,035.00
Constable #3	Civil	8,335.32	6,423.29		1,912.03	8,335.32	17,925.56
Constable #4	Civil	3,160.00	3,160.00			3,160.00	7,520.26
TOTAL		547,551.22	445,422.74	32,254.80	69,873.68	547,551.22	953,253.38

* County Revenues deposited into the General Fund includes: Fees collected by the officer for other county officials,, i.e. County Judge, D.A., Sheriff, Constable, Animal Control;

** County Revenues deposited into the Road & Bridge Fund.

*** Other Misc. Fees and Refunds includes: State Comptroller, 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 will also be reported on the annual report.

**** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fund.

FORT BEND COUNTY AUDITOR

TAX/COLLECTOR FEES & INTEREST
COLLECTED IN THE MONTH OF
FEBRUARY, 1989

HIGHWAY FEES NOVEMBER 1988.....	58,333.70		
HIGHWAY FEES DECEMBER 1988.....	0.00	(1)	
HIGHWAY FEES JANUARY 1989.....	0.00	(2)	
TOTAL HIGHWAY FEES			58,333.70
PROPERTY TAX COMMISSIONS			
NOV 1988	1,520.43		
DEC 1988	38,653.76		
JAN 1989	17,952.59		
TOTAL COMMISSIONS			58,126.78
TAX CERTIFICATES -NOV & DEC 1988	1,038.00		
MUD CERTIFICATES -NOV & DEC 1988	60.00		
TOTAL COMMISSIONS			1,098.00
ROAD & BRIDGE NOVEMBER 1988	43,009.80		
	0.00		
TOTAL ROAD & BRIDGE			43,009.80
BEER AND LIQUOR - NOVEMBER 1988	3,844.75		
TOTAL BEER & LIQUOR			3,844.75
INTEREST "NOW ACCT NOV 1988	18,172.61		
REPO INVESTMENTS DEC 1988	80,208.33		
JUDGEMENT FEES -	322.24		
TOTAL INTEREST			98,703.18
GRAND TOTAL FEES			263,116.21

(1),(2) Dec 1988 Highway and Jan 1989 not paid by February

BY Mary Hancock
Mary Hancock, Internal Auditor
3/13/89

County Auditor

FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77469

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

March 27, 1989

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 February, 1989. 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 completion of our examination of reports of such officers for the year ending December 31, 1989.

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 February, 1989 be approved as recommended by the County Auditor in his letter of March 27, 1989.

Elizabeth LaVois, Child Support
Walter Culpepper, Health & Sanitation
Daniel Kosler, Ambulance Service
Cynthia Reeves, Animal Control
Laidlaw Waste, Sanitary Landfill
Roman Bohachevsky, Library
Hopie Solomon, Indigent Care
Travis Boeker, Fairgrounds
A E "Al" Dobson, Adult Probation
Dennis McAfee, Juvenile Probation
Ronald Drachenberg, Engineering
Mary Lynn Chesshire,
Bail Bond Board

Yours very truly,

Robert Grayless,
County Auditor

RG:DP:dp

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

FEBRUARY 1989

	TOTAL COLLECTED	YEAR TO DATE
CHILD SUPPORT	1,836.00	5,436.00
HEALTH AND SANITATION	1,921.00	4,878.00
AMBULANCE	8,876.91	21,823.72
ANIMAL CONTROL	779.00	1,635.00
SANITARY LANDFILL	108,204.19	237,824.15
LIBRARIES	5,494.54	11,057.39
INDIGENT CARE	86.00	130.00
FAIRGROUNDS	4,717.50	6,555.00
ADULT PROBATION (FUND 99)	47,019.50	94,557.84
JUVENILE PROBATION	1,190.00	5,650.00
COUNTY ENGINEERING	1,270.00	2,790.00
BAIL BOND BOARD	500.00	1,000.00
TOTAL FOR MONTH	181,894.64	393,337.10

AUDITOR'S FORM 1054

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve computer maintenance agreement for Library System. (Recorded in minutes in full)

7. CONSIDER APPROVAL OF ABANDONMENT OF 10-FT. WIDE PUBLIC UTILITY EASEMENT CENTERED ON COMMON BOUNDARY LINE OF LOTS 11 & 12, BLOCK 12, REPLAT OF WESTON LAKES, SEC. 4, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve abandonment of Public Utility Easement centered on common boundary line of Lots 11 & 12, Block 12, replat of Weston Lakes, Sec. 4, Pct. 4. (Recorded in minutes in full)

8. DISCUSS AND CONSIDER ADVERTISING FOR PROPOSALS FOR ENGINEERING SERVICES FOR 5TH STREET (STAFFORD) SEWER PROJECT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve advertising for proposal for engineering services for 5th Street (Stafford) sewer project. (Recorded in minutes in full)

9. AUTHORIZE PURCHASE OF LAW ENFORCEMENT RESERVE OFFICERS' BADGES/PATCHES:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to purchase badges/patches with an identification number on each badge for authorized law enforcement reserve officers as recommended by Robert Grayless, County Auditor.

10. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH CITY OF WHARTON FOR EMERGENCY MEDICAL SERVICES:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve Interlocal Agreement with City of Wharton for emergency medical services. (Recorded in minutes in full)

11. SET PUBLIC HEARING FOR APPROVAL TO CLOSE COW CREEK BRIDGE FOR REPAIR, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to set public hearing for APRIL 24, 1989 at 10:30 a.m. to consider closing Cow Creek Bridge for repair.

12. CONSIDER APPROVING PLATS FOR PECAN GROVE COMMERCIAL RESERVE B AND FOR WALKERS STATION, SEC. 1, NEW TERRITORY, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve plat for Pecan Grove Commercial Reserve B as presented by Bobby Jones. Plat and Tax Receipts were presented to Commissioners Court. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve plat for Walkers Station Section 1, New Territory, Pct. 4 as presented by Mike Albert representing Lichliter/Jameson. Plat, Tax Receipts and Bond were presented to Commissioners Court. (Recorded in minutes in full)

38 603

TANDEM SYSTEM MAINTENANCE AGREEMENT (MCS661) System Number Sequence

Maintenance Agreement No.: 1926 D44
Modification Number:
Customer P.O.#: Tandem Customer No: 004-003919-0
Tandem CE Dept. No: 9543

1. Tandem Support Point:

HOUSTON SVC. BRANCH
TANDEM COMPUTERS INC.
4550 POST OAK PLACE, STE. 300

HOUSTON, TX
77027

2. Customer:

GEORGE MEMORIAL LIBRARY
1001 GOLFVIEW DRIVE
RICHMOND, TEXAS 77469

3. Maintenance Site:

GEORGE MEMORIAL LIBRARY
1001 GOLFVIEW DRIVE
RICHMOND, TEXAS 77469
ATT: ROSE HARPER
713/342-4455

4. Bill To:

GEORGE MEMORIAL LIBRARY
1001 GOLFVIEW DRIVE
RICHMOND, TEXAS 77469
ATT: ROSE HARPER

5. With reference to Tandem's System Maintenance Agreement, the number of which appears above, this modification number 0 is made. Customer and Tandem hereby agree to change said agreement as follows:

6. Commencement Date: 89-05-14

	S E R V I C E	PERCENT	$ CHARGE
7.	Basic Monthly Hardware Maintenance Charge(s), in accordance with Schedule A Addendum#: Discount is a	Discount at 00.00% =	120
8.	Basic Monthly Software Maintenance Charge(s), in accordance with Schedule B Addendum#:		
9.	Terminals and Printers Maintenance Charge(s), in accordance with Schedule C Addendum#: Terminals/Printers Discount	Discount at 00.00% =	
10.	Response time within 04 Shift hours Schedule C items ARE included in this coverage	BASE	120 00.00% =
11.	Full Service Coverage Schedule C items ARE included in this coverage	BASE	120 00.00% =

Extended periods of coverage:
(1) Mon.-Fri.: Hours of coverage 800 to 1700
(2) Saturday : Hours of coverage 0 to 0
(3) Sunday : Hours of coverage 0 to 0

38 604

**** TANDEM SERVICE INFORMATION MANAGEMENT SYSTEMS ***
SCHEDULE A
TANDEM MAINTENANCE AGREEMENT

AS PER ORIGINAL

-- (MCS660) RUN DATE: MAR 20, 1989 --

CUSTOMER: GEORGE MEMORIAL LIBRARY , TANDEM SERVICING DEPT: 9543
SYSTEM/LOC-CD: 1926 D44 , COMMENCEMENT DATE: 89/05/14

ITM #	T16#	DESCRIPTION	QTY ADD DEL	SERIAL #	UNIT BMMC$	BMMC$
1	6526	TERMINAL, 14" SCREEN	1	7200A26	120	120
						120

PER THIS ADDENDUM
TOTAL HARDWARE Basic ~~Monthly~~ Annual RSB Maintenance Charge: 120

NOTICE: THE TOTAL ON THIS SCHEDULE IS STATED IN AND SUBJECT TO THE SYSTEM MAINTENANCE AGREEMENT SERVICES AND CHARGES.

12. Non-Standard PPM Shift # 0 BASE 120 00.00% =

13. Remote System is miles: BASE 120 00.00% = AS PER ORIGINAL

14. Other Services:

15. Other Discounts/Credits

Subtotal of Changes per this modification: 120

Previous Total Basic Monthly Maintenance Charges

16. GRAND TOTAL BASIC ~~MONTHLY~~ ANNUAL RSB MAINTENANCE CHARGES 120

REMARKS:
12 MONTHS X $10.00

The parties have caused this agreement (or agreement for modification of the Tandem System Maintenance Agreement) to be executed by their duly authorized representatives, subject to the above referenced schedules or appropriate addendums to schedules. For contract modifications and schedule addendums other terms and conditions remain in effect except as stated herein.

17. TANDEM COMPUTERS INCORPORATED

Signature: [signature]

Typed Name: TOM McDONOUGH

Title: DISTRICT SERVICE MANAGER

Date: 3-22-89

18. GEORGE MEMORIAL LIBRARY RSB

Signature: [signature]

Typed Name: BOB LUTTS

Title: JUDGE PRO. TEM

Date: 4-3-89

Billing Frequency: Annual

#7
38 606

SCHERER, ROBERTS, SLONE, GRESHAM, LYTLE & MOORE
ATTORNEYS AT LAW
304 JACKSON (HWY 90A)
RICHMOND, TEXAS 77469

PAUL SCHERER
WALTON S. ROBERTS
CHARLES R. SLONE
JOHN K. GRESHAM
J. MICHAEL LYTLE
C. MICHAEL SCHERER
JACK H. MOORE

AREA CODE 713
342-6163

March 30, 1989

Judge Jodie E. Stavinoha
FORT BEND COUNTY COURTHOUSE
Richmond, Texas 77469

Re: Abandonment of 10 foot wide public utility easement centered on the common boundary line of Lots 10 and 11, Block 12, Replat of Weston Lakes, Section 4, being residence located at 4910 Westerham, Fulshear, Texas owned by Geertje Adriana Blood

Dear Judge Stavinoha:

On behalf of Geertje Adriana Blood and United Financial Corporation, Developer of the Weston Lakes Project, I request you obtain approval from Commissioner Lutts to place the following item on the Commissioners' Court Agenda for April 3, 1989:

Consider approval of abandonment of 10 foot wide public utility easement centered on the common boundary line of Lots 11 and 12, Block 12, Replat of Weston Lakes, Section 4, Precinct 4.

I enclose herewith original proposed Order for execution in the event Commissioners' Court approves same.

The purpose of the requested release is to accommodate Mrs. Blood who has combined Lots 10 and 11 into one building site and constructed one residence thereon.

All utility companies servicing the Weston Lakes Subdivision had released said easement with copies of said executed Releases having previously been delivered to Mr. Wagenbach and Mr. Drachenberg.

Thank you for your consideration.

Very truly yours,

SCHERER, ROBERTS, SLONE,
GRESHAM, LYTLE & MOORE

C. Michael Scherer

C. Michael Scherer

CMS:cw
Enclosure
094/CLW056

cc: Commissioner Bob Lutts
cc: Commissioner R. L. "Bud" O'Shieles
cc: Commissioner Ben Denham
cc: Commissioner Alton Pressley
cc: Mr. Larry Wagenbach
cc: Mr. Ron Drachenberg
County Engineer
cc: Ms. Dianne Wilson
cc: Weston Lakes Project

#1

~~2112 1867~~

38 608

8915248

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

ORDER APPROVING ABANDONMENT OF PUBLIC UTILITY EASEMENT

On this date came to be heard the request of GEERTJE ADRIANA BLOOD (the "Owner") for an order of this Court approving the abandonment by the Owner of a public utility easement and the Owner represents to this Court the following:

1. On the 8th day of April, 1985, UNITED FINANCIAL CORPORATION did, with the consent of the Commissioners' Court of Fort Bend County, replat and resubdivide a 105.981 acre tract of land as REPLAT OF WESTON LAKES, SECTION FOUR (4) (the "Subdivision") and did record said plat under Clerk's Slide No. 767/B and 768/A and B of the Map Records of Fort Bend County, Texas; and,

2. UNITED FINANCIAL CORPORATION did, by instrument dated April 5, 1985, and recorded in Volume 1647, Page 572 of the Official Records of Fort Bend County, Texas, impose certain reservations, restrictions and covenants upon REPLAT OF WESTON LAKES, SECTION FOUR (4) (the "Restrictions"); and,

3. Said plat and restrictions did create certain easements across the Subdivision both by explicit drawing upon such plat and by dedicatory language thereon, and did impose certain restrictions on said easements and the usages thereof; and,

4. GEERTJE ADRIANA BLOOD (the "Owner"), is the sole owner of Lots Ten (10) and Eleven (11), in Block Twelve (12), of the Subdivision under Deed from UNITED FINANCIAL CORPORATION dated May 4, 1988, recorded in Volume 2035, Page 827, Official Records,

Fort Bend County, Texas, to which reference is here made for all purposes; and,

5. The aforesaid plat of the Subdivision did dedicate a five (5) foot wide utility easement along and adjoining all side lot lines; and,

6. The Owner of the aforesaid Lots Ten (10) and Eleven (11) in Block Twelve (12) of the Subdivision desires to consolidate said two lots into a single building site pursuant to the provisions of Section 3.03 Composite Building Site of the Restrictions; and,

7. The Owner of the aforesaid two lots has terminated and abandoned the following described public utility easement, to-wit:

> A ten (10) foot wide dedicated public utility easement centered on the common boundary line of Lots Ten (10) and Eleven (11), in Block Twelve (12), a replat of Weston Lakes, Section Four (4), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Clerk's Slide No. 767/B and 768/A & B, Fort Bend County, Texas, beginning at the rear or easterly boundary line of the twenty (20) foot front property line of said Lots Ten (10) and Eleven (11) and extending in an easterly direction to the rear or easterly boundary line of said Lots Ten (10) and Eleven (11); and,

8. UNITED FINANCIAL CORPORATION, the Developer of the Subdivision, THE WESTON LAKES PROPERTY OWNERS ASSOCIATION, the property owners association for the Subdivision, and WALLIS STATE BANK, the lienholder of the subject lots, have approved said abandonment; and,

9. FORT BEND COUNTY MUD NO. 81, the municipal utility district servicing the Subdivision, has released its rights to use said abandoned public utility easement; and,

10. All utility companies presently servicing the Subdivision, being ENTEX, A Division Of Arkla, Inc., SOUTHWESTERN BELL TELEPHONE COMPANY, INC., and HOUSTON LIGHTING & POWER COMPANY, have each released their respective rights to use said abandoned public utility easement.

THEREFORE, upon motion duly made, seconded, and passed on this date by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, it is ordered, adjudged, and decreed that the aforesaid abandonment of public utility easement by GEERTJE ADRIANA BLOOD is hereby ratified, confirmed, and approved by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS.

The County Clerk is hereby directed to file this original Order in the Official Records of Fort Bend County, Texas, with this original recorded Order to be thereafter returned to the County Clerk for inclusion in the Commissioners' Court Minutes. The County Clerk is further directed to note the recordation of this Order on the recorded Subdivision Plat in her customary manner.

APPROVED AND SIGNED this 3rd day of April, 1989.

COMMISSIONERS' COURT OF
FORT BEND COUNTY, TEXAS

By: Bob Litts
~~JODIE E.~~ STAVINOHA, Fort Bend
BOB LITTS County Judge
PRO-TEM

ATTEST:

Dianne Wilson
DIANNE WILSON, Fort Bend
County Clerk

055/work48

REQUEST FOR PROPOSAL

ENGINEERING SERVICES

The County of Fort Bend is seeking to enter into an engineering services contract with a State-registered engineer for consulting services for its Texas Community Development Program - Community Development Project Fund - Fifth Street Sanitary Sewer Collection System. The following outlines this request for proposals:

SCOPE OF WORK:
The engineer or firm to be contracted with is to provide all project related engineering services, including but not limited to the following:

a) All preliminary and final design plans and specifications.
b) Preparation of the bid package.
c) Conducting of all field testing and inspections (interim and final).
d) Actions necessary to obtain a Texas Health Department clearance.
e) Surveying for design and construction.
f) Surveying for project and easements.
g) Other special engineering services.

Please specify actual tasks to be performed under each of these categories.

STATEMENT OF QUALIFICATIONS:
The County is seeking to contract with a competent engineering firm, registered to practice in the State of Texas, that has had experience in the following areas:

a) Public Sanitary Sewer Collection Systems.
b) Federally funded construction projects under the Community Development Block Grant Program, through either HUD Small Cities or Texas Community Development Program.
c) Material showing demonstrated competence and qualifications to carry out the proposed project.
d) A listing of recent clients, contact person and phone number, where similar services have been provided.
e) Any other information deemed important to evaluate consultant's ability to carry out the activities.
f) Resumes of all personnel who will or may be assigned to this project.

EVALUATION CRITERIA:
The offeror who is deemed the most qualified in the RFP evaluation shall be recommended to be awarded the contract. This is subject to the offeror meeting the reasonable, responsive and responsible tests according to federal procurement procedures.

DEADLINE FOR SUBMISSION:
Interested parties shall submit proposal to the County of Fort Bend, Office of the County Judge, Fort Bend County Courthouse, Richmond, Texas, 77469, no later than Monday, April 24, 1989, by 9:00 a.m.

SELECTION OF CONSULTANTS:
The County of Fort Bend shall review all material submitted, and if required schedule interviews with prospective consultants in order to select the most qualified.

The County of Fort Bend is an Affirmative Action/Equal Opportunity Employer and reserves the right to reject any and all proposals and to waive formalities in its selection.

#10 38 612

INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES
BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF WHARTON

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

The Interlocal Agreement, made and entered into between the County of Fort Bend, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as "COUNTY" and the City of Wharton, organized and existing under virtue of the laws of the State of Texas, hereinafter referred to as "CITY", acting herein by and through its duly authorized governing body, WITNESSETH:

WHEREAS, from time to time, situations arise demanding the combined efforts of two or more emergency medical services to provide service in the area of Fort Bend County and the City of Wharton; and,

WHEREAS, the Texas interlocal Cooperation Act, Texas Civil Statute, Article 4413-(32c), authorizes entry into agreements by and between local political subdivisions for the provision of governmental functions, services and administrative functions; and,

WHEREAS, the governing body of the COUNTY AND CITY desire to improve the provision of emergency medical services by entering into an Interlocal Agreement for Emergency Medical Services, pursuant to Texas Civil Statute, Article 4413(32c); and,

WHEREAS, the COUNTY and CITY, pursuant to the provisions of Texas Civil Statute, Article 4413(32c), have determined that it would be in the best interest of the COUNTY and CITY and the citizens and inhabitants thereof, to enter into an Interlocal Agreement in order to provide better Emergency Medical Service by authorizing cooperation among the emergency medical devices of the COUNTY and CITY;

WHEREAS, the COUNTY and CITY desire to enter into a mutual aid agreement of the provision of emergency medical services;

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:

ARTICLE I
Scope of Services

1.01 Services in General: The CITY and the COUNTY agree to render mutual emergency medical services aid and make available resources for such aid, providing that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protection for the citizens within its jurisdiction or service area. Requests for mutual aid

pursuant to this Agreement shall be made by and to the respective Director, Emergency Medical Service Administrator, or their designated representatives. It is understood that each party, while rendering aid under this agreement, shall retain the same powers, duties, rights, privileges, and immunities as if it were performing its duties in the CITY or COUNTY in which it is normally employed or rendered services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel times.

1.02 Standard of Services: It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

ARTICLE II
Remuneration

2.01 Reimbursement for Services: The CITY or COUNTY shall not be responsible for reimbursement for mutual aid emergency medical services rendered hereunder. All remuneration for such services shall be the responsibility of patient(s) treated, or a third party, and shall be based upon usual costs assigned for that service.

2.02 Reimbursement for Costs: Each party to this Agreement shall be responsible for its own costs and expenses.

ARTICLE III
Liability

3.01 The CITY agrees to indemnify and hold the COUNTY harmless with respect to any claim, demand, or suit based upon any response by Fort Bend County Emergency Medical Services arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that if Fort Bend County Emergency Medical Services is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, the COUNTY will hold the CITY harmless and indemnify the CITY from cost incurred.

3.02 It is understood that liability to all parties is limited by existing laws covering medical personnel in the performance of their duties in emergency situations.

3.03 It is expressly understood and agreed that each party hereto shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expenses, expenses of travel, food, lodging or other compensation, or expenses of personnel of another party's Emergency Medical Service, regardless of whether such personnel performed services outside the jurisdiction of his or her employer.

ARTICLE IV
Time of Performance

4.01 It is expressly understood and agreed that the terms of this Agreement, if said Agreement is duly executed by all

parties, shall become effective on the 1st day of January, 1989.

ARTICLE V
Termination

5.01 It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1989, and must be renewed annually thereafter.

5.02 It is expressly understood and agreed that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties.

Notice shall be given by registered or certified mail to the other party at the addresses set out below:

Fort Bend County, Texas
Jane Long Building
P.O. Box 368
Richmond, Texas 77469
Attention: Jodie E. Stavinoha, County Judge

City of Wharton
City Hall
Wharton, Texas 77488
Attention: Mayor Garland S. Novosad

ARTICLE VI
Laws, Statutes, and Ordinances

6.01 The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

ARTICLE VII

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the

AS PER ORIGINAL

obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 3 of April, 1989, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND, TEXAS

By: _____
~~Jodie E. Stavinoha~~, County Judge Pro Tem
BOB LUTTS

ATTEST:

_____
Dianne Wilson, County Clerk

_____
Daniel Kosler, Director
Fort Bend County Emergency
Medical Services

SIGNED on this 27 of February, 1989, in duplicate originals by order of the City Council of Wharton.

CITY OF WHARTON

By: _____
Garland S. Novosad, Mayor

ATTEST:

_____
City Secretary

_____
Director, City of Wharton
Emergency Medical Services

13. CONSIDER ACCEPTING STREETS AND RELEASING BOND IN THE GROVE, IN PECAN GROVE SEC.4, AND ACCEPTING ROADS IN NORTH FULSHEAR ESTATES, PCT. 4, INTO COUNTY ROAD MAINTENANCE SYSTEM:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept the following streets and release bond #SR-70200-21 for The Grove, in Pecan Grove, Sec.4. (Recorded in minutes in full)

Country Place	1728'
Holly Hall Drive	1232'
Woodwind Drive	791

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following roads in North Fulshear Estates, Precinct 4 into county road maintenance system: (See attached Right-of-Way Deed)

Sprigg Rd. North	892'
Sprigg Rd. South	1817'
Mallard Rd. North	1857'
Mallard Rd. South	1817'
Teal Rd.	1338'
North Fulshear Dr.	3434'
Total	11,155'

14. CONSIDER ACCEPTING RIVERWOOD DR. (WEST 331') AND RAWSON ST. (265') INTO THE COUNTY ROAD MAINTENANCE SYSTEM, AND RIVERWOOD DR. (609.4') FOR DRAINAGE PURPOSES ONLY, RIVERWOOD, SEC. 3, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept RIVERWOOD DR., (West 331') and RAWSON ST. (265') into the county road maintenance system and RIVERWOOD DR., Riverwood, Sec.3, Pct. 1 for drainage purpose only.

15. CONSIDER CHANGE ORDER WITH BELL SHAFT FOR ADDITIONAL SERVICES:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept change order with Bell Shaft for additional services in the amount of $1,880.00. (Recorded in minutes in full)

16. CONSIDER APPROVING INSPECTION SERVICES WITH MCBRIDE-RATLIFF FOR VENT WELLS AND PROBES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve inspection services with McBride-Ratliff for vent wells and probes not to exceed $20,000 as presented by Ron Drachenberg, County Engineer. (Recorded in minutes in full)

17. CONSIDER APPLICATIONS FROM HL&P TO HANG AERIAL POLE LINES ACROSS DITCH I-B-3, DITCH I-B-3-K, DITCH I-B-3-I, DITCH I-A, DITCH I-A-I, DITCH I-A-2, COLONY RD., BAREK RD. AND ALONG KRUEGER RD., PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve above permit application from HL&P. (Recorded in minutes in full)

AS PER ORIGINAL 36 619

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

April 10, 1989

Commissioner Bob Lutts
Fort Bend County, Precinct #4
P. O. Box 187
Fulshear, TX 77441

Re: Final Road Inspection - The Grove, Section 4

Dear Sir:

The following is the corrected list of the above referenced Subdivision.

The streets, along with their footage lengths are as follows:

Country Place	1728'
Holly Hall Drive	1232'
Woodwind Drive	791'

If you have any questions regarding this matter, please call.

Sincerely,

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

KEB/mk
cc: Mr. Bobby Jones, Jones & Carter
Ms. Dianne Wilson, County Clerk
file

131

COUNTY OF FORT BEND

Engineering Department

38 620
AS PER ORIGINAL

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

March 15, 1989

Commissioner Bob Lutts
Fort Bend County, Precinct #4
P. O. Box 187
Fulshear, TX 77441

Re: Final Road Inspection - The Grove, Section 4

Dear Sir:

A final inspection of the roads for the above listed subject was made on March 15, 1989; by Marc Grant, myself and Roger Douglas representing the owners. All of the deficiencies have been corrected.

The streets, along with their footage lengths; are as follows:

Portland Court	102'
Glen Haven Lane	856'
Portland Lane	887'
Windswept Drive	1080'
Lodge Lane	444'
Mayweather Lane	801'
Mayweather Court	111'

Total 4,281'

If you have any questions regarding this matter, please call.

Sincerely,

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

KEB/mk
cc: Bobby Jones, Jones & Carter
file

#13 8827

8913912

~~2111 137~~

38 621

File No. _____ (Deed - JAMES H. WADE, TRUSTEE to FORT BEND COUNTY, TEXAS)

AS PER ORIGINAL

STATE OF TEXAS)(
)(
COUNTY OF FORT BEND)(

WHEREAS, JAMES H. WADE, INDIVIDUALLY and as TRUSTEE, dedicated for the use and benefit of all landowners now and in the future and NORTH FULSHEAR ESTATES, an unrecorded subdivision, in Fort Bend County, Texas, the hereinafter described tract or parcel of land for right-of-way and road purposes only, by instrument dated July 1, 1977 and found recorded in Volume 734, Pages 846-851 of the Deed Records of Fort Bend County, Texas, reference to which is herein made for all intents and purposes;

WHEREAS, it is the desire of the said JAMES H. WADE, INDIVIDUALLY and as TRUSTEE, in order to settle a lawsuit styled Nicholas Davenport et al vs James H. Wade, Trustee and James H. Wade, Individually, now pending under Cause No. 42,855, in the District Court of Fort Bend County, Texas, 240th Judicial District Court, to convey unto FORT BEND COUNTY, TEXAS all of the following described Real property for road purposes in and across NORTH FULSHEAR ESTATES; and,

WHEREAS, it is the desire of the current owners of the parcels or lots in NORTH FULSHEAR ESTATES to acquiesce in such conveyance.

KNOW ALL MEN BY PRESENTS:

THAT I, JAMES H. WADE, INDIVIDUALLY and as TRUSTEE, of the County of Fort Bend, State of Texas, for and in consideration of the

Return to:
[illegible]
[illegible] District Attorney's Office
[illegible]
[illegible] Texas [illegible] 341-[illegible]

premises and further in consideration of the establishment and maintenance of a public road in and across NORTH FULSHEAR ESTATES have GRANTED, SOLD and CONVEYED and by these presents do hereby GRANT, SELL and CONVEY unto FORT BEND COUNTY, TEXAS, all of the following described real property located in Fort Bend County, Texas, to-wit:

> Five tracts of land in the R. Wright Survey, A-344, the D. R. Perry Survey, A-301 and the C. Fulshear League, A-29, in Fort Bend County, Texas, being more particularly described in the Field Notes attached hereto marked EXHIBIT "A" and made a part hereof for all intents and purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors and assigns forever; and, Grantor does hereby bind himself, his succesors, heirs and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The hereinabove described property shall be used by FORT BEND COUNTY, TEXAS, its successors and assigns, and duly authorized agents for the purpose of constructing and maintaining thereon a public road and ditches to be constructed and maintained by said Grantee, its successors and assigns, and duly authorized agents according and pursuant to the Fort Bend County Road Standards and Specifications, and Grantee, its successors, assigns, and duly

AS PER ORIGINAL ~~2111 139~~

38 623

authorized agents, shall have the right and privilege at any time to go upon the premises described hereinabove for the purposes of removing, repairing and replacing the road and ditches to be constructed and maintained thereon.

EXECUTED on this the 28 day of ~~FEBRUARY~~ March, A. D., 1989.

JAMES H. WADE, INDIVIDUALLY

JAMES H. WADE, TRUSTEE

THE STATE OF TEXAS)(
)(
COUNTY OF AUSTIN)(

This instrument was acknowledged before me on the 28 day of ~~FEBRUARY~~ March, A. D., 1989 by JAMES H. WADE, INDIVIDUALLY.

Notary Public
State of Texas

DONNA SCHEFFER
Notary Public, State of Texas
My Commission Expires 9-24-92

THE STATE OF TEXAS)(
)(
COUNTY OF AUSTIN)(

This instrument was acknowledged before me on the 28 day of ~~FEBRUARY~~ March, A. D., 1989 by JAMES H. WADE, TRUSTEE.

Notary Public
State of Texas

DONNA SCHEFFER
Notary Public, State of Texas
My Commission Expires 9-24-92

38 624

AS PER ORIGINAL

Descriptic of five tracts of land for road pu ses, generally sixty feet (60') in width, in the R. Wright Survey, A-344, the D. R. Perry Survey, A-301 and the C. Fulshear League, A-29, in Fort Bend County, Texas, and being out of the following three tracts of land each described in Deed of Trust from James H. Wade, Trustee, to H. G. Knauth, Trustee, recorded in Volume 395, page 123, of the Deed of Trust Records of Fort Bend County:

Tract I - 5.9360 acres,
Tract II - 32.1194 acres, and
Tract IV - 182.6689 acres,

and also being a part of that certain 7.4230 acre tract described as Tract IV., in deed to ERWIN F. HILL, TRUSTEE, dated, August 31, 1973 , and recorded in Volume 598, page 644, Fort Bend County Deed Records, said Five tracts of land being described as follows:

Tract No. 1, commonly called North Fulshear Drive .

Beginning at the Southwest corner of said 5.9360 acre tract on the East right-of-way line of State Highway F.M. 359, (100 feet wide);

Thence N. 22 deg. 55' 16" W. with said right-of-way line and the West line of said 5.9360 acre tract 64.70 feet to a point for corner;

Thence N. 89 deg. 14' 20" E. 1134.42 feet to a point on the East line of said 5.9360 acre tract and on the West line of said 32.1194 acre tract;

Thence N. 89 deg. 34' 14" E., at 425.01 feet pass the Southwest corner and Beginning Point of Tract No. 2 described below, at 485.01 feet pass the Southeast corner of said Tract No. 2, and at 857.88 feet in all to a point on the East line of said 32.1194 acre tract and the West line of said 7.4230 acre tract;

Thence N. 89 deg. 34' 14" E. 396.09 feet to a point on the East line of said 7.4230 acre tract and on the West line of said 182.6689 acre tract; (Thence S. 89 deg. 58' 09" E.,)

Thence S. 89 deg. 58' 09" E., at 489.00 feet pass the Southwest corner and Beginning Point of Tract No. 3 described below, at 549.00 feet pass the Southeast corner of said tract No. 3, and at 1527.00 feet in all to a point for the Northeast corner of this tract at a point in the West line of Tract No. 5, being the Beginning Point of said Tract No. 5 described below;

Thence S. 0 deg. 01' 51" W., with the West line of said Tract No. 5 a distance of 60.00 feet to a point for the Southeast corner of this tract;

Thence N. 89 deg. 58' 09" W., at 978.00 feet pass the Northeast corner of Tract No. 4 described below, at 1038.00 feet pass the Northwest corner and Beginning Point of said Tract No. 4, and at 1527.00 feet in all to a point on the West line of said 182.6689 acre tract and at the Southeast corner of said 7.4230 acre tract.

Thence S. 89 deg. 34' 14" W. with the Southline of said 7.4230 acre tract 396.11 feet to its Southwest corner being the Southeast corner of said 32.1194 acre tract;

Thence S. 89 deg. 34' 14" W. with the South line of said 32.1194 acre tract 856.89 feet to its Southwest corner, being the Southeast corner of said 5.9360 acre tract;

Thence S.89 deg 14' 20" W. with the South line of said 5.9360 acre tract 1110.13 feet to the Place of Beginning.

Tract No. 2, commonly called Teal Road .

Beginning at a point for the Southwest corner of this tract on the North line of Tract No. 1, (as described in Tract No. 1 above);

EXHIBIT A

AS PER ORIGINAL

Thence N. [illegible] eg. 53' 45" W. 1198.43 feet to a [illegible] nt of a curve;

Thence in a Northerly direction with said curve to the left having a radius of 60.00 feet a central angle of 41 deg. 24' 34" and an arc length of 43.36 feet to a point of reverse curve;

Thence in a clockwise direction with said reverse curve to the right having a radius of 60.00 feet, a central angle of 262°49'10" and an arc length of 275.22 feet to another point of reverse curve;

Thence in a Southerly direction with said reverse curve to the left having a radius of 60.00 feet, a central angle of 41 deg 24' 35" and an arc length of 43.36 feet to the point of tangency of said curve;

Thence S. 0 deg. 01' 45" E. 1198.93 feet to a point for the Southeast corner of this tract on the North line of Tract No. 1:

Thence S. 89 deg 34' 14" W. with the North line of Tract No. 1 a distance of 60.00 feet to the Place of Beginning.

Tract No. 3, commonly called North Mallard Road . .

Beginning at a point for the Southwest corner of this tract on the North line of Tract No. 1 (as described in Tract No. 1 above);

Thence N. 0 deg. 01' 51" E. 1747.63 feet to a point of curve;

Thence in a Northerly direction with said curve to the left having a radius of 60.00 feet, a central angle of 41 deg 24' 34" and an arc length of 43.36 feet to a point of reverse curve;

Thence in a clockwise direction with said reverse curve to the right having a radius of 60.00 feet, a central angle of 262 deg. 49' 10" and an arc length of 275.22 feet to another point of reverse curve;

Thence in a Southerly direction with said reverse curve to the left having a radius of 60.00 feet, a central angle of 41 deg. 24' 35" and an arc length of 43.36 feet to the point of tangency of said curve;

Thence S. 0 deg. 01' 51" W. 1747.63 feet to a point for the Southeast corner of this tract on the North line of Tract No. 1;

Thence N. 09. deg. 58' 09" W. with the North line of Tract No. 1 a distance of 60.00 feet to the Place of Beginning.

Tract No. 4, commonly called South Mallard Road .

Beginning at a point for the Northwest corner of this tract on the South line of Tract No. 1, (as described in Tract No. 1 above);

Thence S. 09 deg. 58' 09" E. with the South line of Tract No. 1 a distance of 60.00 feet to a point for the Northeast corner of this tract;

Thence S. 0 deg. 01' 51" W. 1707.63 feet to a point of curve;

Thence in a Southerly direction with said curve to the left having a radius of 60.00 feet, a central angle of 41 deg. 24' 35" and an arc length of 43.36 feet to a point of reverse curve;

EXHIBIT A

AS PER ORIGINAL

Thence in a clockwise direction with said reverse curve to the right having a radius of 60.00 feet a central angle of 262 deg. 49' 10" and an arc length of 275.22 feet to another point of reverse curve;

Thence in a northerly direction with said reverse curve to the left having a radius of 60.00 feet, a central angle of 41 deg. 24' 35" and an arc length of 43.36 feet to the point of tangency of said curve;

Thence N. 0 deg. 01' 51" E. 1707.63 feet to the Place of Beginning.

Tract No. 5, commonly called Sprigg Road .

Beginning at a point in the West line of this tract at the Northeast corner of Tract No. 1 (as described above);

Thence N. 0 deg. 01' 51" E. 892.00 feet to a point for the Northwest corner of this tract;

Thence S. 89 deg. 58' 09" E. 60.00 feet to a point for the Northeast corner of this tract;

Thence S. 0 deg. 01' 51" W. 2659.63 feet to a point of curve;

Thence in a Southerly direction with said curve to the left having a radius of 60.00 feet, a central angle of 41 deg. 24' 35" and an arc length of 43.36 feet to a point of reverse curve;

Thence in a clockwise direction with said reverse curve to the right having a radius of 60.00 feet, a central angle of 262 deg. 49' 10" and an arc length of 275.22 feet to another point of reverse curve;

Thence in a Northerly direction with said reverse curve to the left having a radius of 60.00 feet, a central angle of 41 deg. 24' 35" and an arc length of 43.36 feet to the point of tangency of said curve;

Thence N. 0 deg. 01' 51" E. at 1707.63 feet pass the Southeast corner of Tract No. 1, and at 1767.63 feet in all to the Place of Beginning.

EXHIBIT A

BELL SHAFT FOUNDATION CO.
6403 Osprey
HOUSTON, TX 77048

713-991-3033

INVOICE

Item # 15

AS PER ORIGINAL 8939

38 627

TO FORT BEND COUNTY PURCHASING DEPT.

P. O. BOX 368

RICHMOND, TX. 77469

DATE MARCH, 23, 1989 JOB NO.

JOB NAME LANDFILL PERMIT # 1048

JOB LOCATION FORT BEND COUNTY LAND FILL

TERMS

	DESCRIPTION	PRICE	AMOUNT	
7	Gas extraction Wells 85% complete	$1714.83 ea	$12,003.	81
	Wells # G12, G11, G10, G9, G8, G7, G6.			
	Attempted wells as follows:			
	G8, original location drilled to 17' hit clay liner, advised to backfill & abandon.	$ 40.00LF	$ 680	00
	G8 New location moved 50' West, drill to clay liner @ 23' advised to drill thru liner to depth of 30'. Advised to backfill with Aquajel mixture to 23' depth then finish to backfill with select sandy fill, & abandon	$ 40.00LF	$ 1200	00
	Total		$13,883.	81

O.OK KEB 3-27-89
Ronald Drachenberg 3-27-88

ORIGINAL

Thank You

16

38 628

MCBRIDE-RATCLIFF AND ASSOCIATES, INC.
Geotechnical Engineering and Related Environmental Services

AS PER ORIGINAL

March 10, 1989
Proposal No: 89-P110

Fort Bend County Engineering Department
3403 Avenue F
Rosenberg, Texas 77471

ATTENTION: Mr. Ronald D. Drachenberg, P.E.

Proposal for Construction Monitoring Services
Gas Extraction System
Fort Bend County Landfill

We are pleased to submit our proposal to provide construction monitoring services for the installation of the gas extraction system at Fort Bend County Landfill. This proposal was verbally requested by Mr. Ron Drachenberg, and our scope of work has been discussed with Mr. Drachenberg and Mr. Karl Baker.

Our overall scope of work will be to provide an experienced staff engineer/geologist to monitor the site safety procedures and the probe and well installation. The staff engineer/geologist will be experienced in drilling procedures and will have completed the OSHA 40-hr Safety Training Course. All observations and recommendations by MRA will be made to Fort Bend County personnel only. MRA retains no authority to supervise or direct the contractor's personnel. Our observations and recommendations regarding safety are not intended to serve as a safety plan for the contractor. The contractor is responsible for formulating his own safety plan to provide for the safety of the work site and his own personnel.

The specific activities to be performed by MRA include the following.

1. We will recommend appropriate alignment of the drilling rig to minimize exposure of personnel. We will measure the explosive gas levels in the work area, and recommend appropriate action in the event that 15% of the LEL is exceeded in the work area.

2. We will observe all drilling activities for the probes and wells. We will observe and record the contractor's measurements of thickness of final cover, depth to leachate level, if any, and total depth of the probe or well. We will record any observations made regarding penetration of the boring into the landfill liner, and will recommend appropriate corrective action in the event the liner is penetrated. We will observe and record the contractor's measurements of perforated pipe length, depth to top of filter pack, and depth to seal.

38 629

AS PER ORIGINAL

3. The MRA project manager will make at least 2 site visits to review the contractor's operation and to review the MRA monitoring and documentation procedures. The project manager will be available on an as-needed basis for additional consulting.

4. All records and documentation developed by MRA personnel will be submitted to the County on a daily basis.

It is our understanding that as work progresses, the County may use its own personnel for monitoring. For the purposes of this proposal, we are assuming the staff engineer/geologist will be on site for a total of 10 10-hr working days. The estimated cost to provide these services is as follows:

12 hrs Project Manager @ 75/hr	$ 900
100 hrs Staff Engineer/Geologist @ 40/hr	4,000
10 days Vehicle Charge @ $40/day	400
2 hrs Clerk/Typist @ $22/hr	44
Miscellaneous Expenses	56
Total Estimated Cost =	$5,000

Please indicate your acceptance of the terms of this proposal by signing in the space provided below and returning one copy. We are looking forward to working with you on this project.

Sincerely,

McBRIDE-RATCLIFF AND ASSOCIATES, INC.

Paul A Pabor

Paul A. Pabor, P.E.

Accepted By: Ronald Drachenberg

Date: 3-10-89

PAP:hb:h#1

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 3rd. day of April, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Houston Lighting + Power, Co. dated 2-28-89, permit no. 81035 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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 Ronald Drachenberg
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.

Appl. # 81035

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

Karl E. Baker, sp
Karl E. Baker, P.E.
Assistant Engineer

3-28-89
Date

_____ (1) Complete Application Form

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

_____ b. Map or plat showing course of direction

_____ c. Plans and specifications

_____ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

38 632

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) AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81035

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Colony Rd.	.2 MI Northeast of Huberneck	50'	Aerial	Crossing At Existing		Lines
Barek Rd.	.2 MI Southwest of Marek Ln.	50'	"	"	"	"

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
Krueger	at FM 1994	Walcik	1 Mile

General Description

Existing line with 2 pole structures will be replaced by a single concrete pole line with 3-795MCM AAC + 1-3/8" HS steel conductors. 2 wood guard poles will be set on each side of the road to protect vehicles.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Houston Lighting & Power Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE Michael D. Kokosz, Engineer
(Please Print)

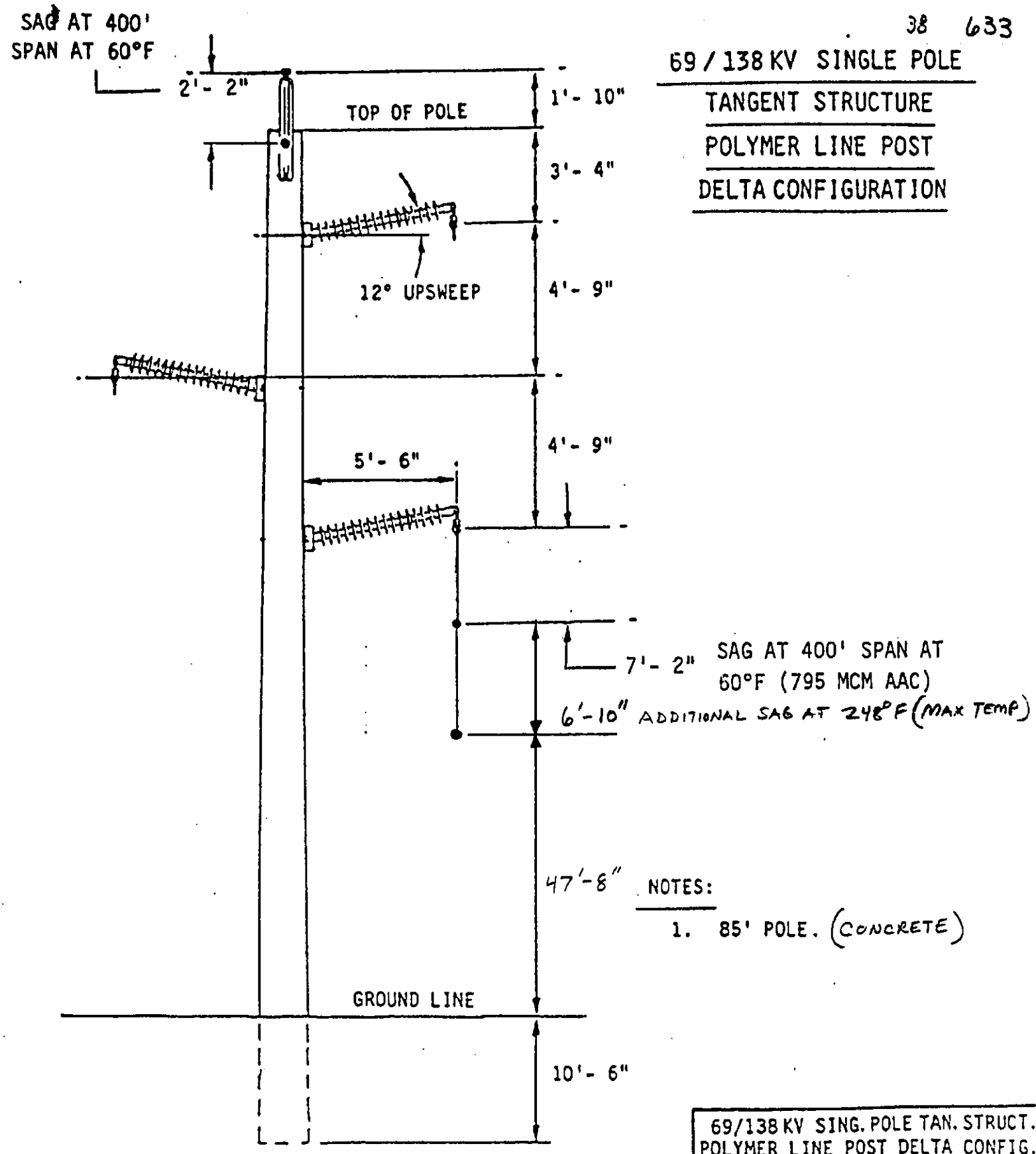
DATE: February 28, 1989
ADDRESS: 5 Greenway Plaza/774
(Street/P.O. Box)

Houston TX 77046
City State Zip
TELEPHONE NO: (713) 623-3057

TRANSMISSION STANDARD

38 633

69 / 138 KV SINGLE POLE TANGENT STRUCTURE POLYMER LINE POST DELTA CONFIGURATION



NOTES:

1. 85' POLE. (CONCRETE)

69/138 KV SING. POLE TAN. STRUCT.
POLYMER LINE POST DELTA CONFIG.

HOUSTON LIGHTING & POWER CO.
HOUSTON, TEXAS

3-2-88 | NTS

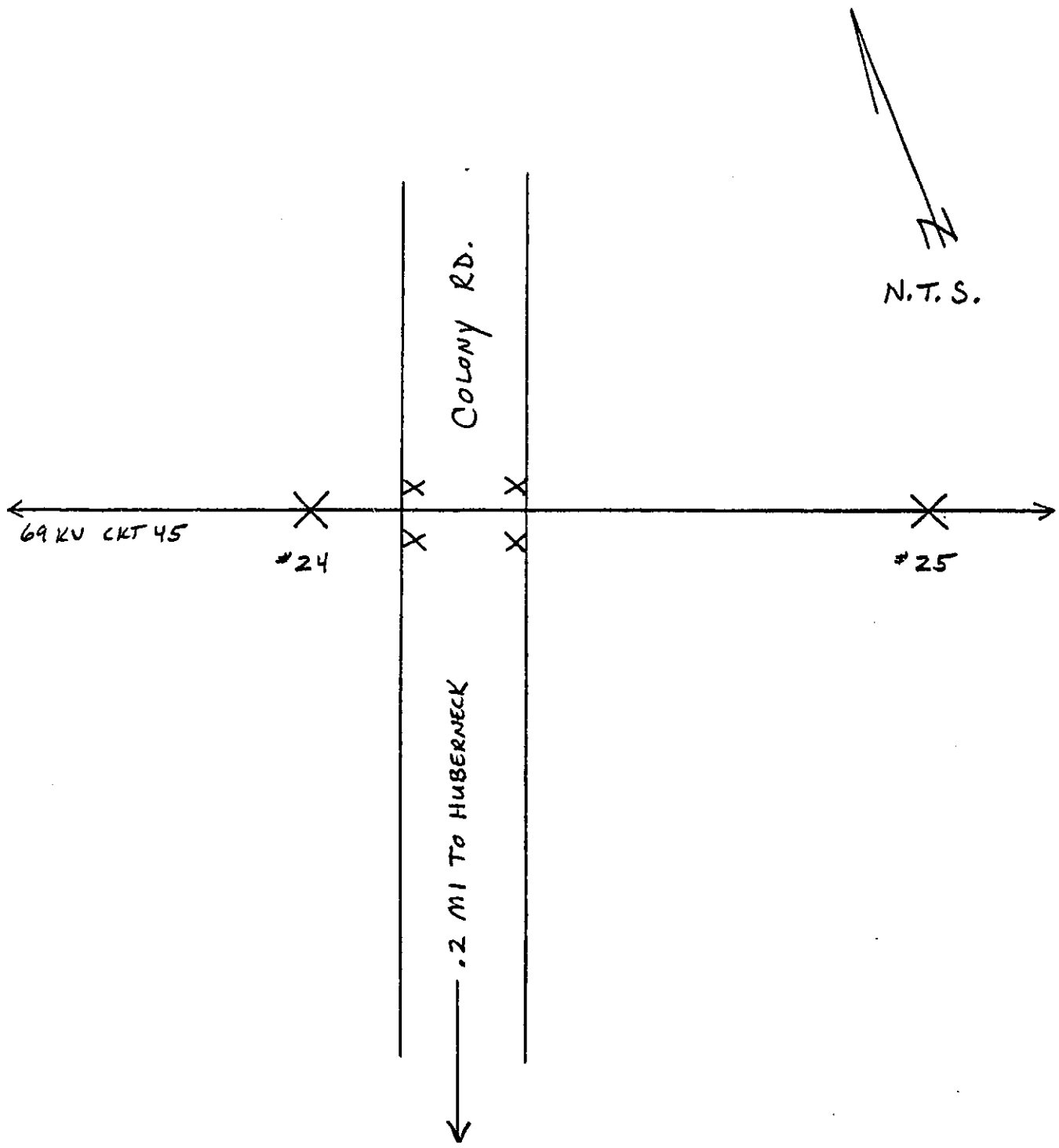
HL&P 2 (10-84)

38 634

HOUSTON LIGHTING & POWER COMPANY
ENGINEERING DEPARTMENT

By M.D. Kokosz Checked _____ Date 3-1-89 PS T069 ER 1471

PROJECT NEEDVILLE – RAMSEY



_____

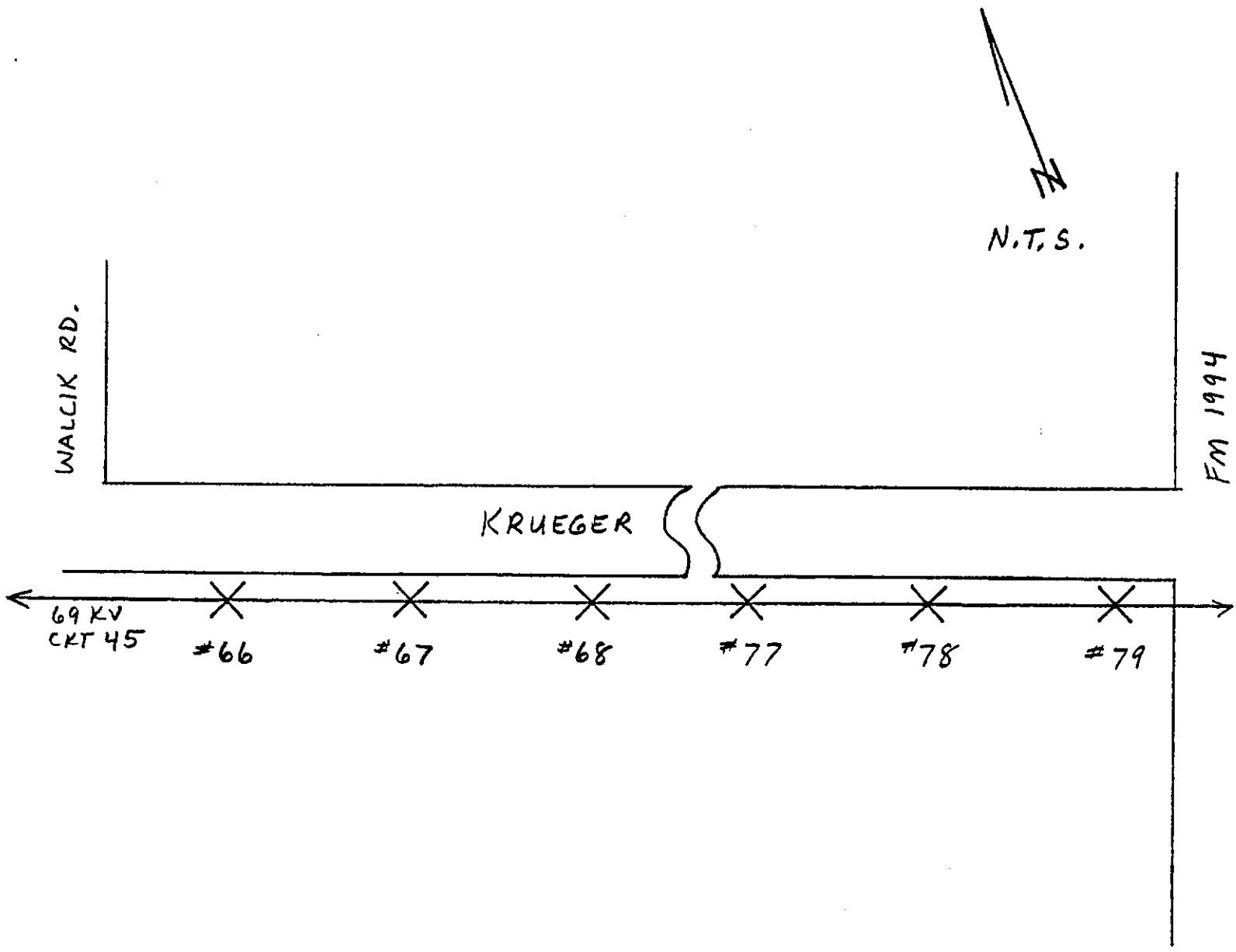
HL&P 2 (10-84)

HOUSTON LIGHTING & POWER COMPANY
ENGINEERING DEPARTMENT

38 635

By M.D. KOKOSZ Checked _____ Date 3-1-89 PS T069 ER 1471

PROJECT NEEDVILLE - RAMSEY



_____

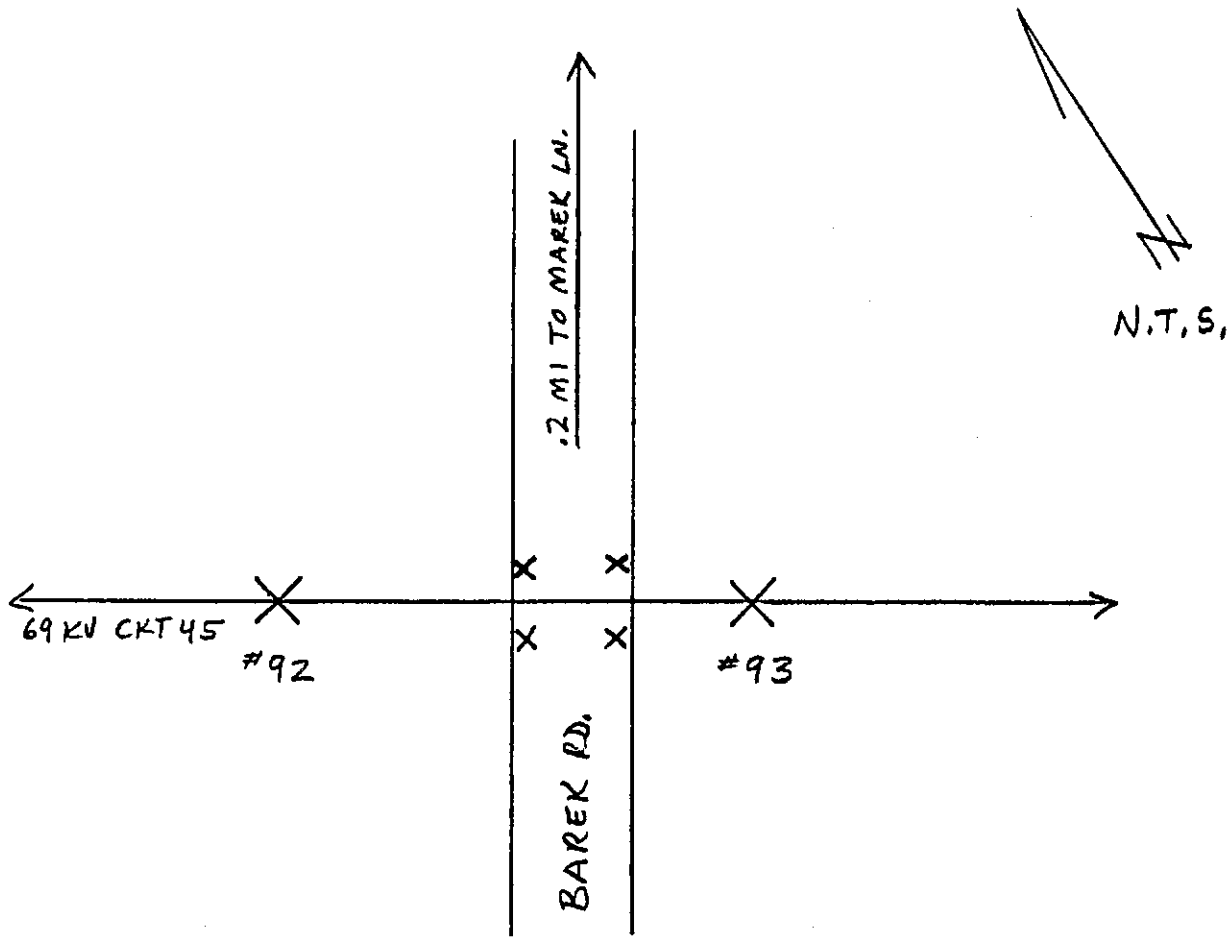
HLGP 2 (10-84)

38 636

HOUSTON LIGHTING & POWER COMPANY
ENGINEERING DEPARTMENT

By M.D. KoKosz Checked _____ Date 3-1-89 PS T069 ER 1471

PROJECT NEEDVILLE — RAMSEY



_____

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 3rd day of April, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Houston Lighting dated 3-2-89, permit no. 81036 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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 Ronald Drachenberg
COUNTY ENGINEER

BY See Next Page
DRAINAGE DISTRICT ENGINEER/MANAGER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

38 638

COUNTY OF FORT BEND

Engineering Department

AS PER ORIGINAL

P. O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

RECEIVED
MAR 23 1989

REVIEW FORM

On 3/23/89 (date) the Drainage District (department/office) reviewed the:

1. Construction Plans _____

2. Plat _____

3. Permit H L+P Crossing Ditches I-A, I-A-1, I-A-2, I-B-3, I-B-3-K + I-B-3-
#81036 + 81037

and agrees that this project meets with minimum requirements of this department or office. The following comments may need to be addressed or observed. _____

David E. Gibbs
Signature of Department Head

Appl. # 81036

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

Karl E. Baker, ap
Karl E. Baker, P.E.
Assistant Engineer

3-28-89
Date

/ (1) Complete Application Form

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

/ b. Map or plat showing course of direction

/ c. Plans and specifications

/ (2) Bond

/ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81036

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

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

	Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
I-A	Mound Creek	.19 MI Northwest at Walcik Rd	80'	Aerial	Crossing At Existing	Lines	
I-A-1	Guy Creek	450' Northwest of Barek Rd	30'	"	"	"	"
I-A-2	Mound Creek	Lat .89 MI Southeast of Barek Rd.	20'	"	"	"	"

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Existing line with 2 pole structures will be replaced by a single concrete pole line with 3-795MCM AAC + 1-3/8" HS steel conductors. 2 wood guard poles will be set on each side of the road to protect vehicles.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Houston Lighting & Power Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

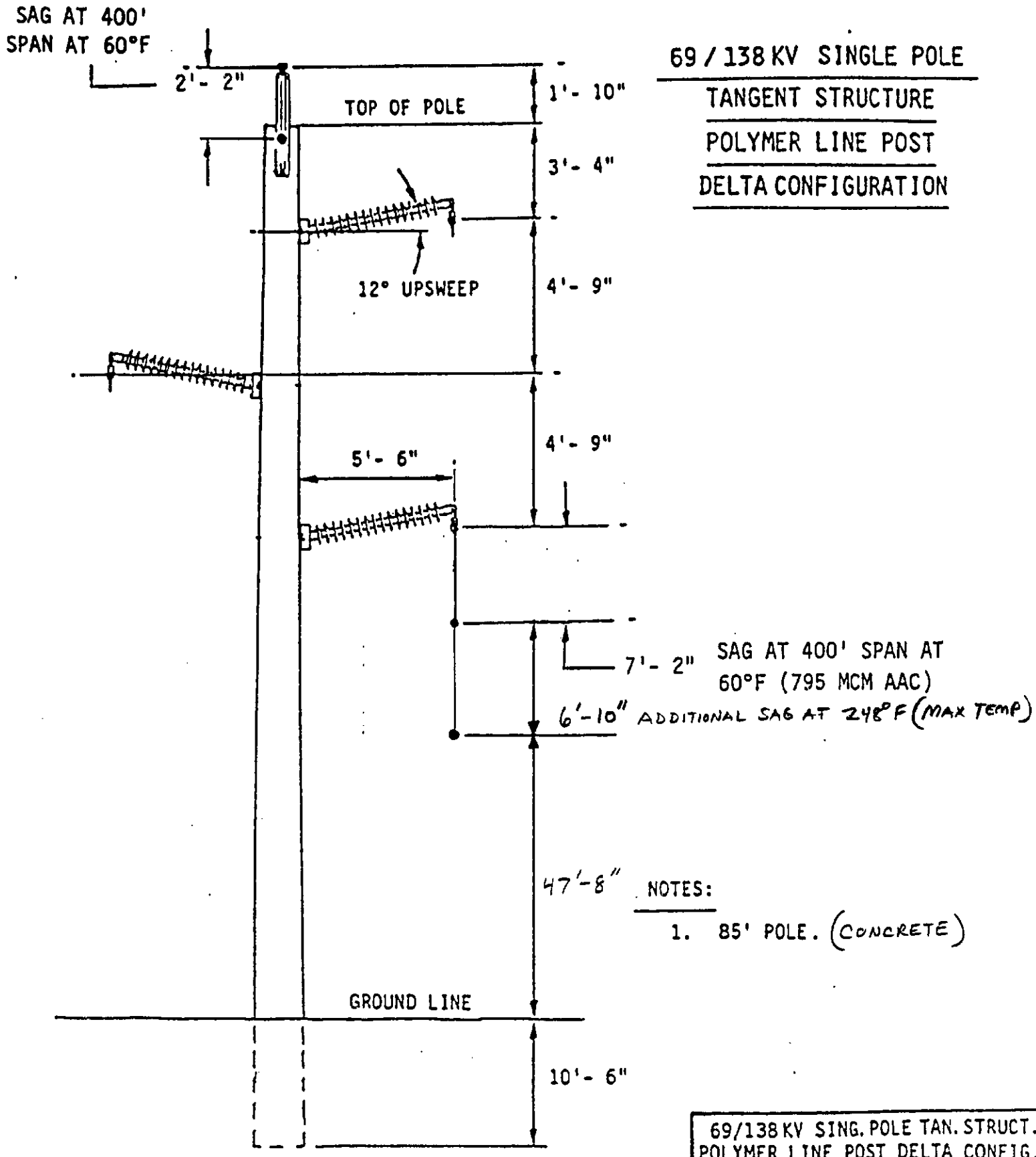
(Signature)

NAME & TITLE Michael D. Kokosz, Engineer
(Please Print)

DATE: March 2, 1989
ADDRESS: 5 Greenway Plaza/774
(Street/P.O. Box)

Houston TX 77046
City State Zip
TELEPHONE NO: (713) 623-3057

69 / 138 KV SINGLE POLE TANGENT STRUCTURE POLYMER LINE POST DELTA CONFIGURATION



NOTES:

1. 85' POLE. (CONCRETE)

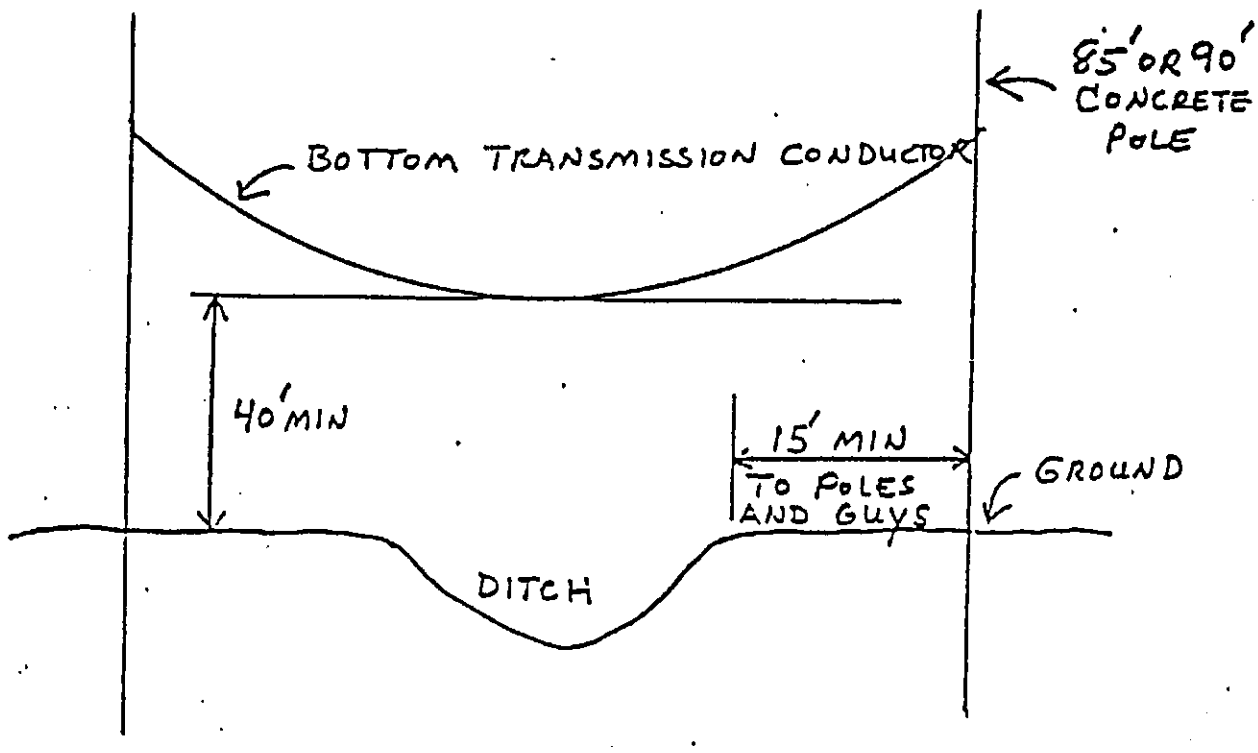
69/138 KV SING. POLE TAN. STRUCT.
POLYMER LINE POST DELTA CONFIG.

HOUSTON LIGHTING & POWER CO.
HOUSTON, TEXAS

3-2-88 | NTS

TYPICAL DITCH CROSSING

AS PER ORIGINAL



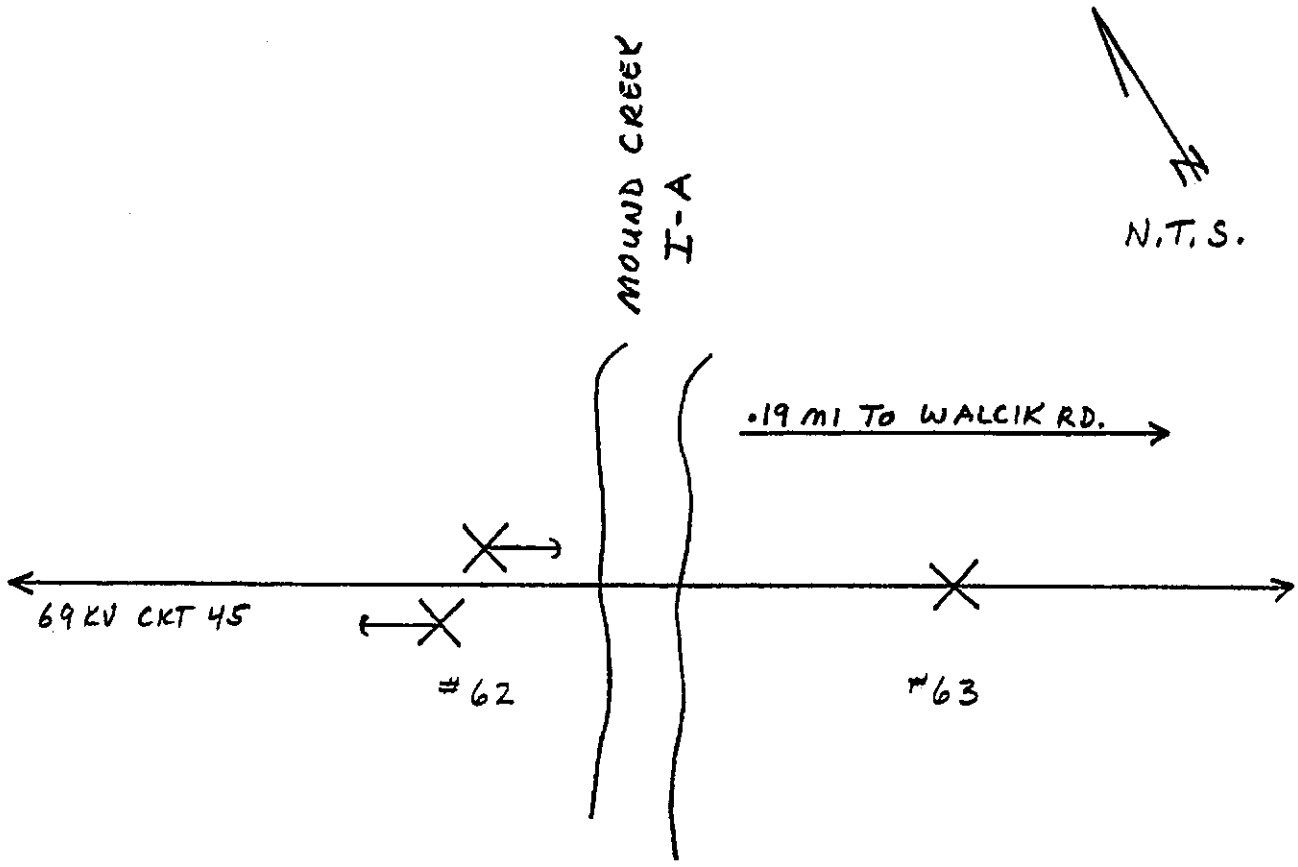
H'L&P\2 (10-84)

AS PER ORIGINAL 38 643

HOUSTON LIGHTING & POWER COMPANY
ENGINEERING DEPARTMENT

By M.D. Kokosz Checked _____ Date 3-1-89 PS T069 ER 1471

PROJECT NEEDVILLE - RAMSEY



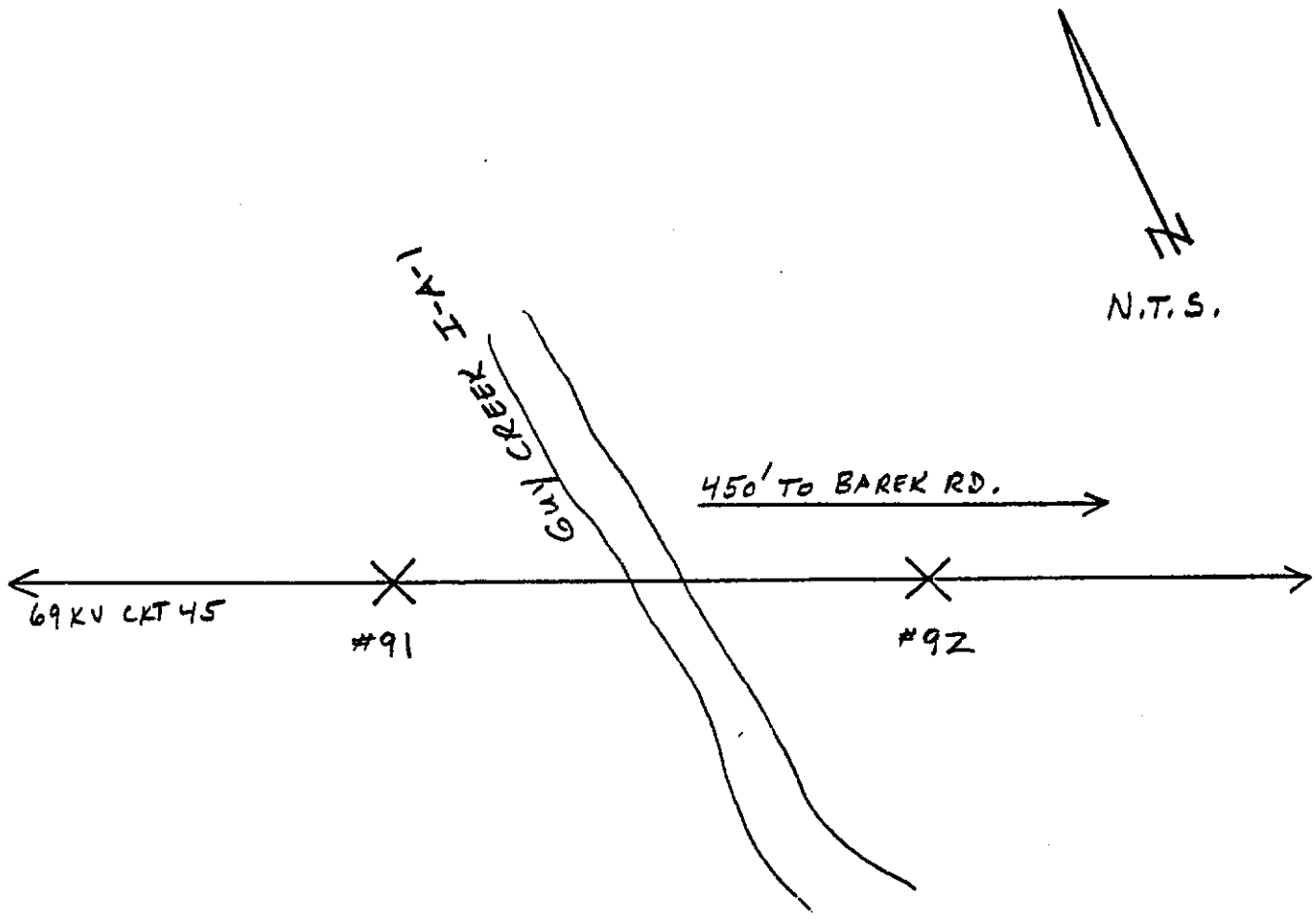
_____

HL&P 2 (10 84)

HOUSTON LIGHTING & POWER COMPANY
ENGINEERING DEPARTMENT

By M.D. Kokosz Checked _____ Date 3-1-89 PS T069 ER 1471

PROJECT NEEDVILLE - RAMSEY



_____

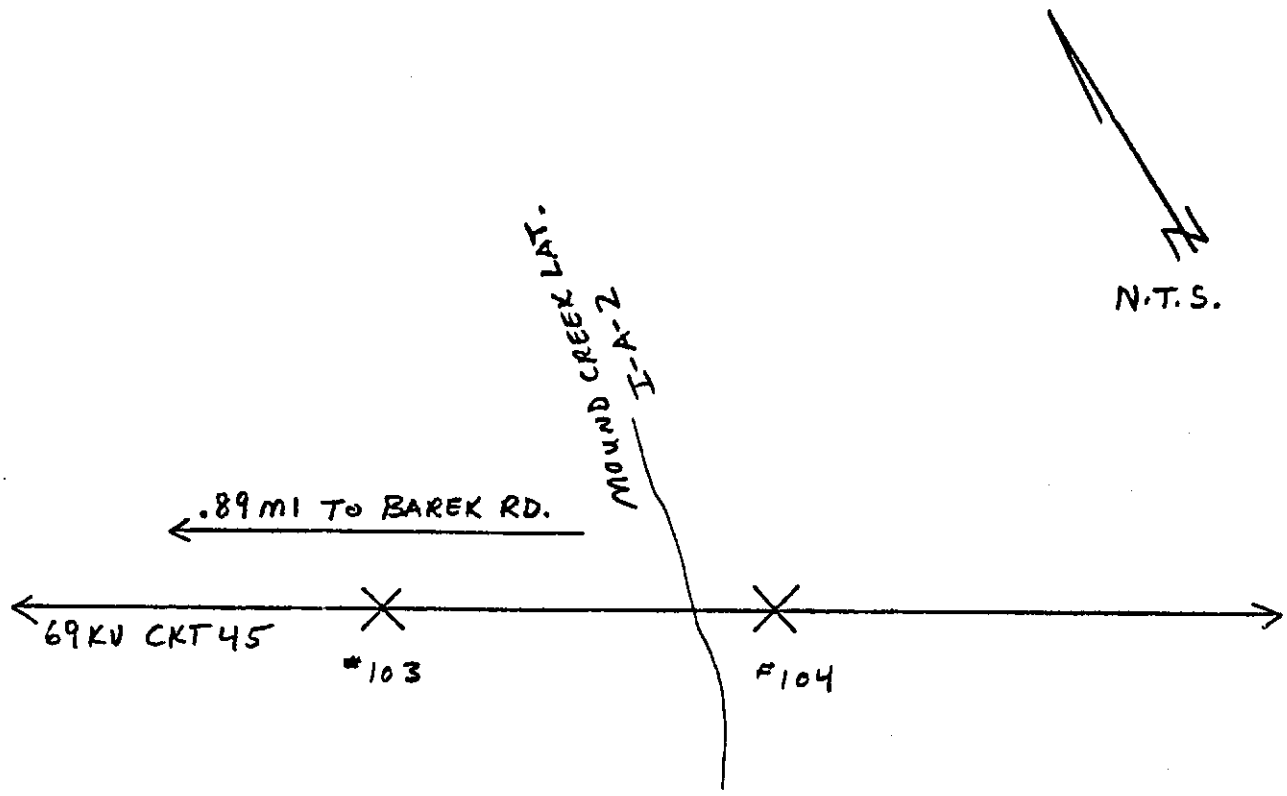
HL&P 2 (10 84)

38 645

HOUSTON LIGHTING & POWER COMPANY
ENGINEERING DEPARTMENT

By M.D. Kokosz Checked _____ Date 3-1-89 PS T069 ER 1471

PROJECT NEEDVILLE - RAMSEY



_____

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 3rd day of April, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Houston Lighting & Power dated 3-2-89, permit no. 81037 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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 Ronald Drachenberg
COUNTY ENGINEER

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

BY Lee Next Page
DRAINAGE DISTRICT ENGINEER/MANAGER

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

38 647

COUNTY OF FORT BEND

Engineering Department

AS PER ORIGINAL

P. O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

RECEIVED
MAR 23 1989

REVIEW FORM

On 3/23/89 (date) the Drainage District (department/office) reviewed the:

1. Construction Plans _____

2. Plat _____

3. Permit HL&P Crossing Ditches I-A, I-A-1, I-A-2, I-B-3, I-B-3-K + I-B-3-I

and agrees that this project meets with minimum requirements of this department or office. The following comments may need to be addressed or observed. _____

_____

_____

_____

Daniel E. Gaker
Signature of Department Head

Appl. # 81037

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-28-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

38 649

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)

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81037

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
I-B-3 Buffalo Creek	.4 MI Northwest of Colony Rd	25'	Aerial	Crossing At Existing	Lines	
I-B-3-K Buffalo Creek Lat.	at FM 1236	20'	"	"	"	"
I-B-3-I Buffalo Creek Lat.	.5 MI Southeast of Colony Rd	20'	"	"	"	"

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Existing line with 2 pole structures will be replaced by a single concrete pole line with 3-795MCM AAC + 1-3/8" HS steel conductors. 2 wood guard poles will be set on each side of the road to protect vehicles.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Houston Lighting & Power Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE Michael D. Kokosz, Engineer
(Please Print)

DATE: March 2, 1989
ADDRESS: 5 Greenway Plaza/774
(Street/P.O. Box)

Houston TX 77046
City State Zip

TELEPHONE NO: (713) 623-3057

18. CONSIDER APPLICATION FROM FORT BEND TELEPHONE TO LAY CABLE UNDER DITCH I-A-1, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve permit application from Fort Bend Telephone to lay cable under Ditch I-A-1, Pct. 2. (Recorded in minutes in full)

19. CONSIDER APPLICATION FROM JOHN R. THOMPSON OPERATING INC. TO LAY A GAS PIPELINE BORED UNDER BEHRENS RD., UNDER & ALONG BULS RD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve permit application from John R. Thompson Operating Inc. to lay a gas pipeline bored under Behrens Rd., under & along Buls Rd. Cashier's Check in the amount of $10,000 was presented to Commissioners Court. (Recorded in minutes in full)

20. CONSIDER RELEASING LETTER OF CREDIT FOR TIERRA GRANDE, SEC. 2, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to release Letter of Credit #1988-3 for Tierra Grande, Sec. 2, Pct. 2 to Eric Muegge/T-G San Bernard. (Recorded in minutes in full)

21. ACCEPT OR REJECT BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW 76 H.P. MIN. SELF PROPELLED SWEEPER (#89-038); (2) ONE OR MORE NEW 9-WHEEL, 25-TON PNEUMATIC ROLLER WITH HYDROSTATIC TRANSMISSION (#89-039):

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to CONLEY-LOTT NICHOLS MACHINERY for one 76 h.p. min. self propelled sweeper in the amount of $18,500 plus optional equipment totaling $22,681.00. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to CONLEY-LOTT NICHOLS MACHINERY for one 9-wheel, 25-ton pneumatic roller with hydrostatic transmission in the amount of 77,275 plus optional equipment totaling $81,386.00. (Recorded in minutes in full)

22. CONSIDER ACTIVATING CARD KEY ENTRY SYSTEM AND INSTALLING FIRE DOOR IN TRAVIS ANNEX, PER PREVIOUS DISCUSSION:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize Kathy Hynson, County Treasurer to seek written confirmation from insurance company as to the requirement for a fire door between County Clerk's Bldg. and William B. Travis Annex and cost of insurance with and without door. (Recorded in minutes in full)

23. MEET IN CLOSES SESSION TO DISCUSS THE FOLLOWING: (1) PERSONNEL MATTERS DEPARTMENT HEAD EVALUATIONS; E.M.S.; PERFORMANCE REVIEW COMMITTEE RECOMMENDATIONS (COUNTY CLERK, E.M.S., DRAINAGE DISTRICT, VEHICLE MAINTENANCE, ROAD & BRIDGE PRECINCTS 2, 3 & 4); AND (2) LAND MATTERS - RIGHT-OF-WAY; & LANDFILL; AS AUTHORIZED BY ART. 6252-17, SEC. 2 (F&G), V.T.C.S., AND CONSIDER TAKING ACTION ON ABOVE:

1) Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize a one-step increase for the following:

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 3rd day of April, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone, Co. dated 3-3-89, permit no. 81033 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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 Ronald Bradberry
COUNTY ENGINEER

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

BY See Next Page
DRAINAGE DISTRICT ENGINEER/MANAGER

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81033

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

Karl E. Baker, sp.
Karl E. Baker, P.E.
Assistant Engineer

3-28-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

38 652

COUNTY OF FORT BEND

Engineering Department

AS PER ORIGINAL

P. O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

RECEIVED
MAR 23 1989

REVIEW FORM

On 3/23/89 (date) the Drainage District (department/office) reviewed the:

1. Construction Plans _____

2. Plat _____

3. Permit Fort Bend Telephone Crossing Ditch I-A-1
#81033

and agrees that this project meets with minimum requirements of this department or office. The following comments may need to be addressed or observed. _____

Signature of Department Head

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)

38 654

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81033

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
I-A-1	1,854' NE OF HWY 36	34'	BACKHOE			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

FORT BEND TELEPHONE CO. PROPOSES TO PLACE A BURIED CABLE ON FM 1994. SEE ATTACHED SHEETS FOR DETAILS.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

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

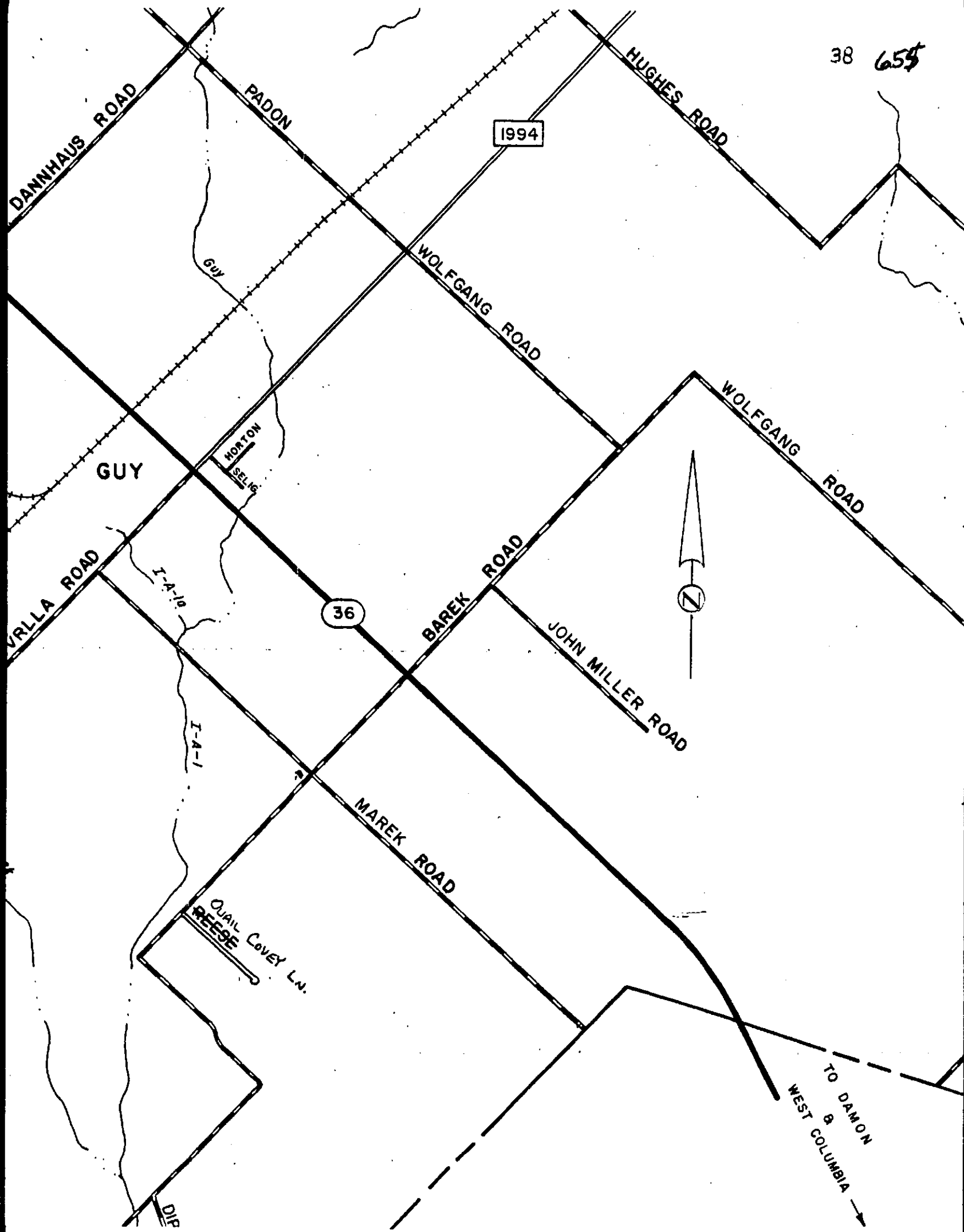
Kenny Smerek
(Signature)

NAME & TITLE KENNY SMEREK ENGINEER
(Please Print)

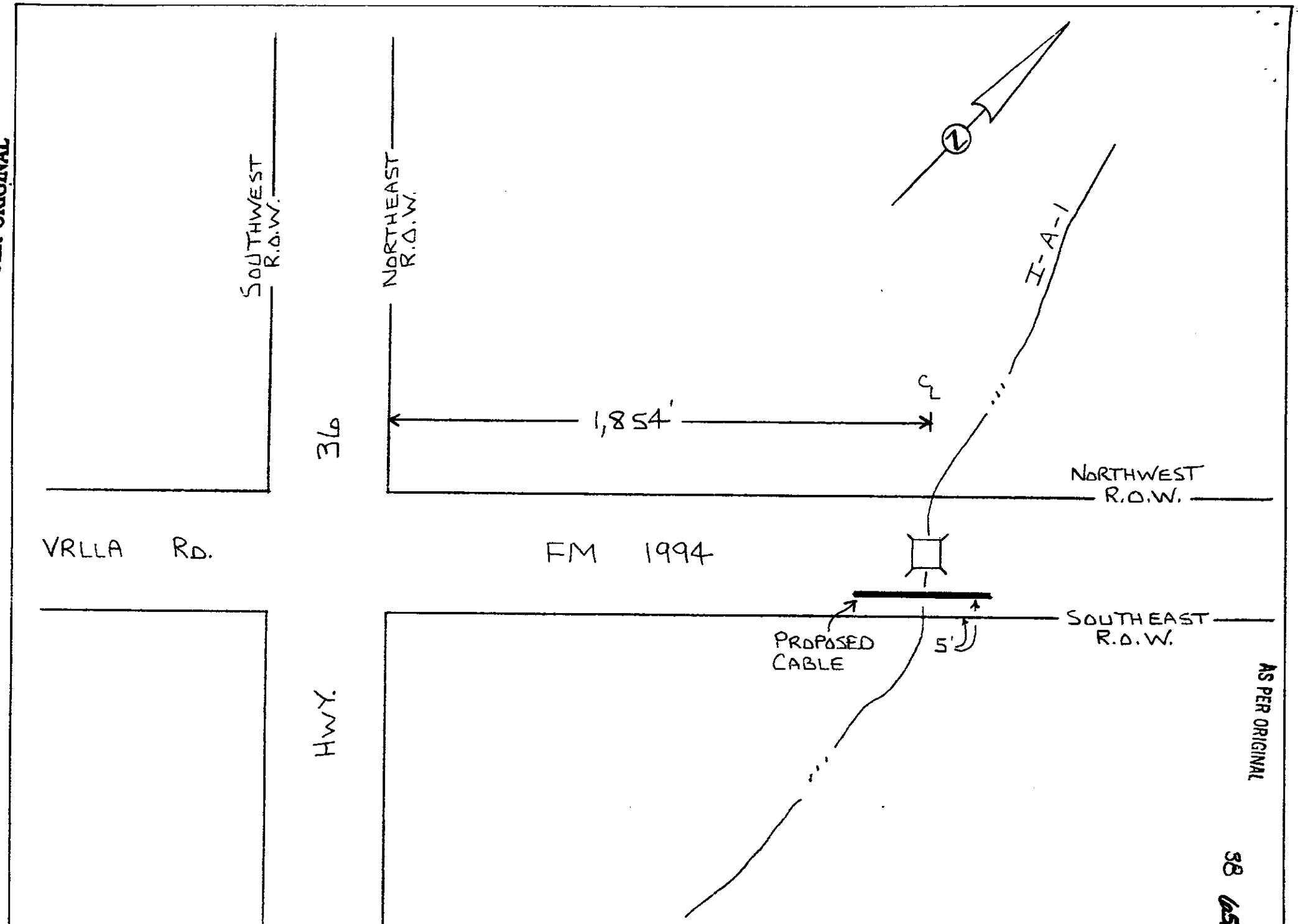
DATE: MARCH 3, 1989
ADDRESS: 24403 Boesner Rd.
(Street/P.O. Box)

Katy Texas 77450
City State Zip

TELEPHONE NO: 713-392-9701


DANNHAUS ROAD
PADON
1994
HUGHES ROAD
Guy
WOLFGANG ROAD
WOLFGANG ROAD
GUY
HORTON
SELIG
VRLLA ROAD
I-A-10
36
BAREK ROAD
JOHN MILLER ROAD
N
I-A-1
MAREK ROAD
QUAIL COVEY LN.
REESE
TO DAMON & WEST COLUMBIA
DIP

AS PER ORIGINAL



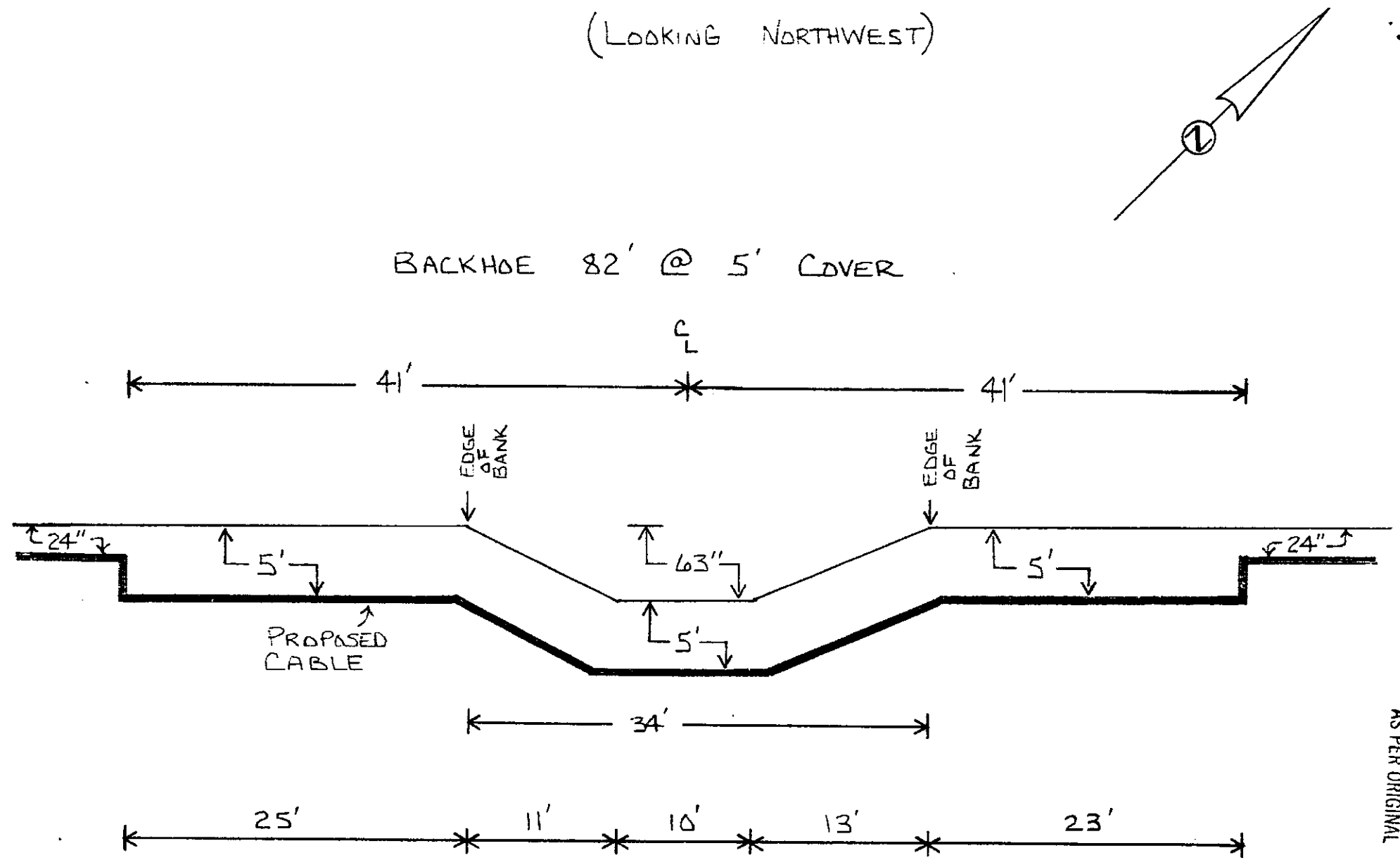
AS PER ORIGINAL

38

TITLE	SCALE: N.T.S.	EXCHANGE: NEEDVILLE	FORT BEND TELEPHONE CO.
	DRAWN BY: K.S.	COUNTY: FORT BEND	24403 ~~32403~~ ROESNER RD. KATY, TEXAS 77450
	DATE: 3-3-89		ENGINEERING DEPARTMENT

AS PER ORIGINAL

CROSS SECTION OF I-A-1
(LOOKING NORTHWEST)



AS PER ORIGINAL

38

TITLE PROFILE OF I-A-1. (LOOKING NORTHWEST)	SCALE: 1'=10' DRAWN BY: K.S. DATE: 3-3-89	EXCHANGE: NEEDVILLE COUNTY: FORT BEND	FORT BEND TELEPHONE CO. 24463 ~~22400~~ ROESNER RD. KATY, TEXAS 77450 ENGINEERING DEPARTMENT

19

38 658

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 3rd day of April, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of John R. Thompson Operating, Inc. dated 3-21-89, permit no. 81034 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Sutter, seconded by Commissioner O'Shieles, 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 Ronald Stadlberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Clida Kosler
Deputy

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

Appl. # 81034 659

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

3-28-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $10,000.00
Cashier's Check

38 609 1

AS PER ORIGINAL

69430

CITIZENS STATE BANK
CROSS PLAINS, TEXAS 76443

REMITTER John R. Thompson, OP, Inc.
Performance funds-R O W- Buls Road

March24, 19 89

88-1387
1119

PAY TO THE ORDER OF Fort Bend County, Texas $ 10,000.00

100 DOLLARS

CASHIER'S CHECK

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

~~VICE~~-PRESIDENT ~~ASST. CASHIER~~

W. H. McCoy

⑈069430⑈ ⑆111913879⑆ 99 700 5⑈

38 661

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)

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81034

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
BEHRENS RD.	Behrens Road at Buls Roads	55'	BORED			
BULS RD.	Buls Rd. At Behrens Rd.	55'	BORED			

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
BULS ROAD	Centerline of Behrens Road	2038' east	
BULS ROAD	Centerline of Behrens Rd.	2929' West	

General Description

John R. Thompson Operating, Inc. plans to bore 3 feet under Behrens Road and install 8" casing, placing a 4" pipeline through the casing, The same procedure will be done on the Buls Road bore. A 4" gas Pipeline will be placed 24" below the bottom of the centerline of the ditch on Buls Rd. The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, 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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

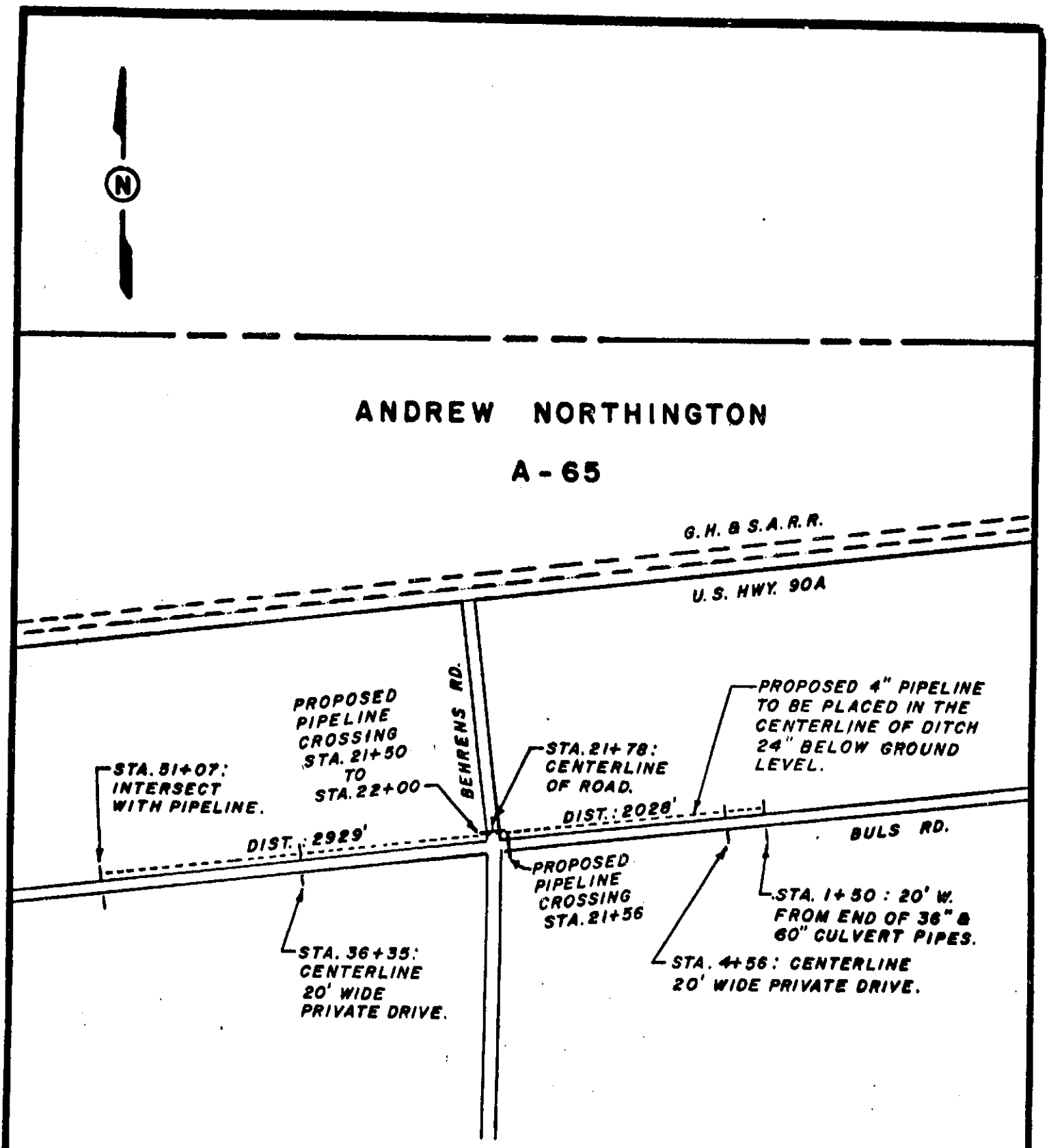
COMPANY NAME: John R. Thompson Op., Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE John C. Thompson-Field Eng.
(Please Print)

DATE: March 21,1989
ADDRESS: P.O. Box 2337,105 W. Guadalupe
(Street/P.O. Box)
Victoria, Texas 77902

City State Zip
TELEPHONE NO: 512-573-5619



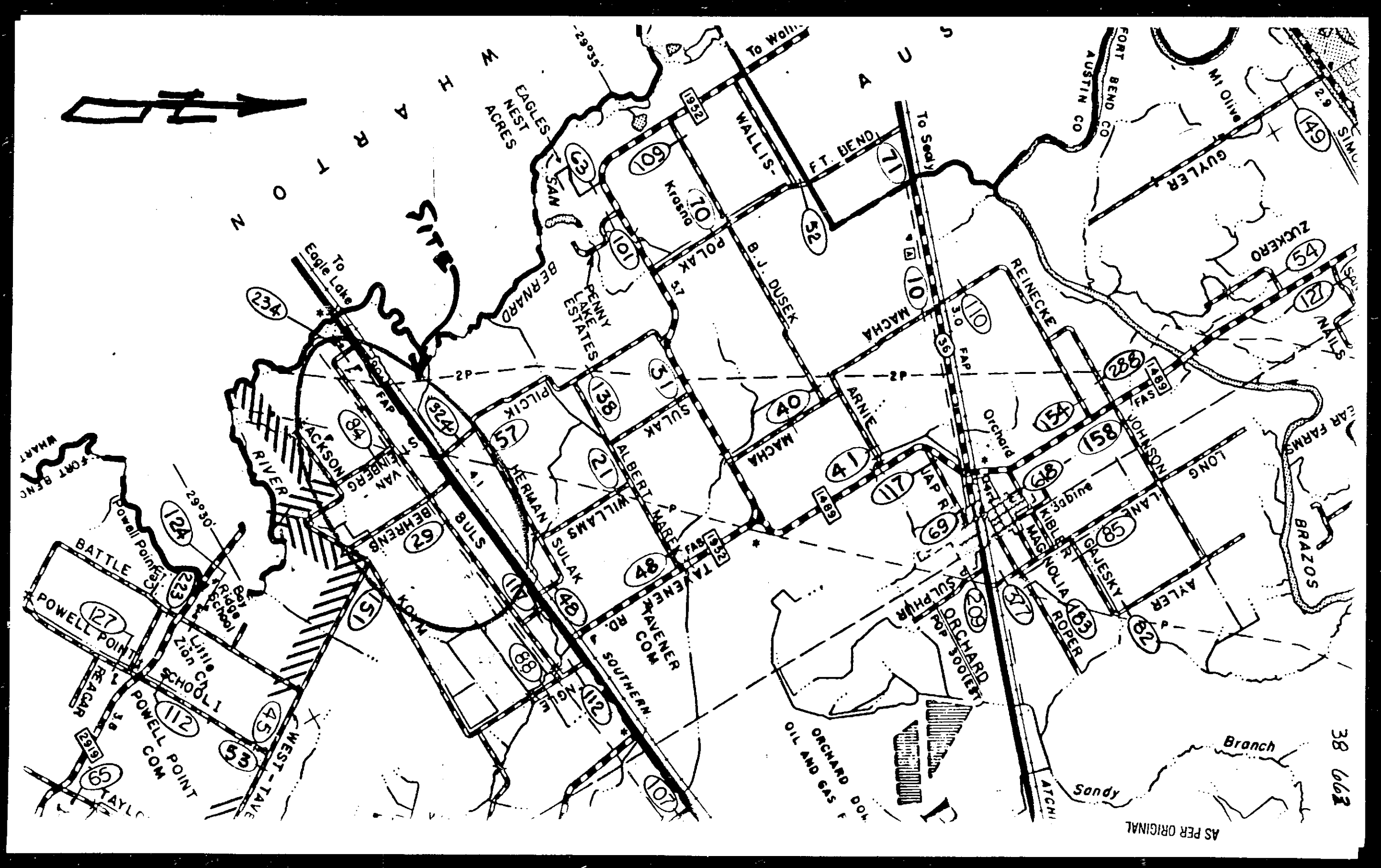
JOHN R. THOMPSON OPERATING, INC.

PROPOSED 4" PIPELINE WITH CROSSINGS

SITUATED IN THE ANDREW NORTHINGTON LEAGUE A-65, FORT BEND COUNTY, TEXAS.

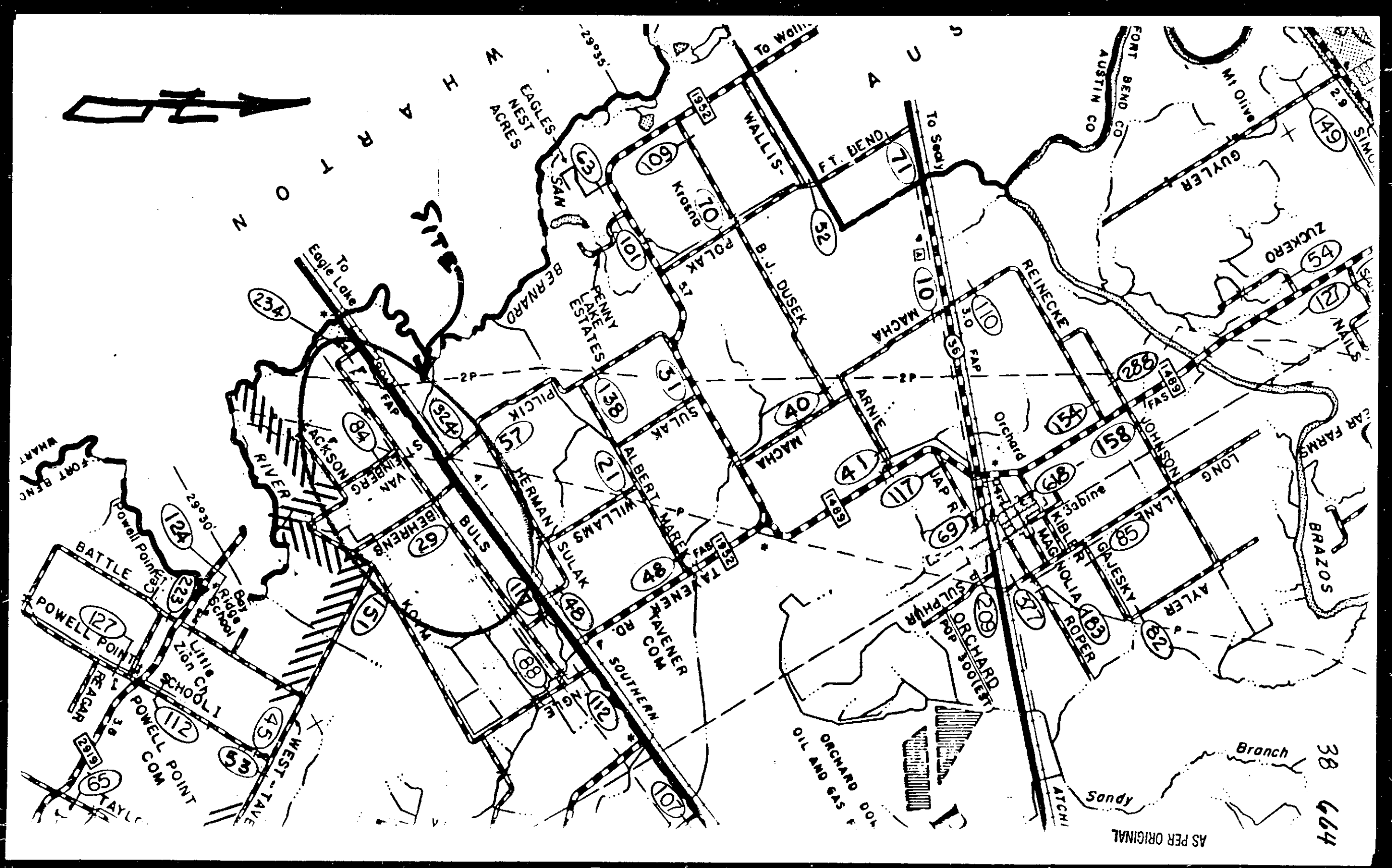
BALUSEK-FRANKSON & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
VICTORIA, TEXAS

Drawn By: W. J. S.	Approved By: M. D. B.
Scale: 1" = 1000'	Date: 3-17-89



38 662

AS PER ORIGINAL


WHARTON
AUS
EAGLES NEST ACRES
SAN BERNARD
PENNY LAKE ESTATES
To Eagle Lake
To Wallis
WALLIS-
FT. BEND
To Sealy
FORT BEND CO
AUSTIN CO
Mt Olive
GUYLER
ZUCKERO
NAILS
POLAK
Krosno
B.J. DUSEK
MACHA
REINECKE
ARNIE
PILCIK
SULAK
ALBERT MARTIN
WILLIAMS
HERMAN
BULS
VAN STEINBERG
BEHRENS
JACKSON
RIVER
KOLM
TAVENER RD.
TAVENER COM
SOUTHERN
ORCHARD
SULPHUR
ROPER
MAGNOLIA
KIBLER
GAJESKY
JOHNSON
LONG LANE
AYLER
CAR FARMS
BRAZOS
Sandy
Branch
ORCHARD OIL AND GAS
Orchard
Sabine
Powell Point Cal
BATTLE
POWELL POINT
Bay Ridge School
Little Zion Ch
SCHOOL
POWELL POINT COM
WEST-TAVE
FORT BEND
TAYLO
29°35'
29°30'
AS PER ORIGINAL
38 664

38 665 2

COUNTY OF FORT BEND

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

LETTER OF TRANSMITTAL

DATE 4-3-89 JOB NO.

ATTENTION Ms. Dianne Wilson

RE: Tierra Grande Sec. 2 Replat Lots 8+9

TO FBC Clerk

WE ARE SENDING YOU ☑ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1			Tierra Grande, Sec. 2 - Letter of Credit 1988-3

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☑ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Please release the attached letter of credit to Eric Muegge / T-6 San Bernard, LTD. 213 N. Richmond Wharton, Tx. 77488. If you have any questions please call.

Eric Muegge picked up orig. 4/4/89

COPY TO file

SIGNED: Ronald Rosenberg

If enclosures are not as noted, kindly notify us at once.

Terra Grand, Sec. 2 38 666
Replat Lots 8 & 9

AS PER ORIGINAL

Commercial State Bank

Member El Campo Bancshares, Inc./FDIC

IRREVOCABLE LETTER OF CREDIT NO. 1988-03

Date: February 22, 1988

For Account Of: T-G San Bernard, Ltd.
213 North Richmond
Wharton, Texas 77488

To Beneficiary: Fort Bend County
County Judge Jodie E. Stavinoha
or his successors in office
Richmond, Texas 77469

Expiration Date: February 22, 1989 Amount: $20,000.00

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of T-G San Bernard, Ltd. for TWENTY THOUSAND DOLLARS AND NO/100 U. S. DOLLARS ($20,000.00) available by your draft at sight drawn on us. This Letter of Credit expires at our counters on February 22, 1989.

Each draft must be marked: "Drawn under Commercial State Bank Letter of Credit #1988-03 dated February 22, 1988." The original of this Letter of Credit must also accompany all drawings. All drafts drawn under this Letter of Credit shall be accompanied by a sworn statement signed by Fort Bend County Judge Jodie E. Stavinoha or his successors in office certifying that T-G San Bernard, Ltd. has failed to build and/or maintain roads within T-G San Bernard, Ltd. Development to standards as required by County Ordinance governing such subdivisions and in accordance with the construction plans and specifications approved by the Fort Bend County Engineer prior to the roads being accepted for permanent maintenance by Fort Bend County.

We hereby agree with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the above-mentioned drawee bank on or before February 22, 1989. This Letter of Credit will be renewed at the above mentioned Bank's option.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements, or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

Mr. Muegge Picked up orig. 4/4/89

P.O. BOX 150 • 401 NORTH MECHANIC • EL CAMPO, TEXAS 77437-0150 • A/C 409-543-6441

TEXAS CAPITAL BANK
Richmond

formerly COMMUNITY BANK,
FT. BEND COUNTY, TX.
2120 Thompson Highway
P. O. Drawer CC
Richmond, Texas 77469
713/341-0400

IRREVOCABLE
COMMERCIAL
CREDIT

38 667

AS PER ORIGINAL

Fort Bend County Commissioners Court
Richmond, Texas

№ 161

UP TO $25,000.00

DEAR SIRS:

WE HEREBY OPEN OUR IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR FOR THE ACCOUNT OF:
JOHN R. ROBERTSON and M. ELAINE ROBERTSON
FOR A SUM OR SUMS NOT EXCEEDING IN THE AGGREGATE THE SUM OF
TWENTY FIVE THOUSAND AND NO/100
AVAILABLE BY YOUR DRAFTS DRAWN ON TEXAS CAPITAL BANK - RICHMOND
AT P. O. Drawer CC
2120 Thompson Highway
Richmond, Texas 77469

TO BE ACCOMPANIED BY:

Your signed statement certifying that John R. Robertson and M. Elaine Robertson has failed to provide for street construction in Williams School Estates as per the plan and specifications approved by the Fort Bend County Engineers.

FILED
'87 APR 10 A8:44
COUNTY CLERK
FORT BEND COUNTY TEXAS

DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN April 8, 1988. EACH DRAFT MUST BE MARKED "DRAWN UNDER LETTER OF CREDIT NO. 161 OF THE ~~COMMUNITY BANK FORT BEND COUNTY, TEXAS~~ Texas Capital Bank Richmond RICHMOND, TEXAS, DATED April 8, 1987," AND THE AMOUNT OF EACH DRAFT SO DRAWN ENDORSED BY THE NEGOTIATING BANK ON THE REVERSE SIDE HEREOF. WHEN PRESENTED BY THE MAKER DIRECT TO THE DRAWEE BANK, THE DRAFTS MUST BE ACCOMPANIED BY THIS LETTER OF CREDIT FOR THE PURPOSE OF SUCH ENDORSEMENTS BEING MADE THEREON. WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS AND BONA FIDE HOLDERS OF DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THIS CREDIT THAT SAME SHALL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE BANK AS SPECIFIED ABOVE.

THIS CREDIT IS SUBJECT TO THE "UNIFORM" CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1974 REVISION), INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 290.

SINCERELY, Texas Capital Bank Richmond, formerly
COMMUNITY BANK FORT BEND COUNTY, TEXAS

Bill W. Feemster
Bill W. Feemster AUTHORIZED SIGNATURE President

Form CB 6735

38 668

AS PER ORIGINAL

21/1

PURCHASE OF ONE (1) OR MORE NEW 76 HORSEPOWER MINIMUM SELF PROPELLED SWEEPER
BID #89-038

OPTIONAL EQUIPMENT

COMPANY	BID PRICE	ALL STEEL ROPS PRES. CAB, 2-DOOR	ENGINE TACHOMETER	WINDSHIELD WIPERS	BEACON LIGHT	A/C	HEATER	BACK-UP ALARM	SHUTDOWN SYSTEM	TOTAL W/ALL OPTIONAL EQUIPMENT
✓CONLEY LOTT NICHOLS MACH.	$18,500.00	$2,060.00	STD	$142.00	$157.00	$1510.00	$159.00	STD	$153.00	$22,681.00

MUSTANG TRACTOR DOES NOT MEET SPECIFICATIONS: Wheelbase 132"; fuel tank cap. 32 gal.; hyd. oil cap. 30 gal.; 110 gal. water tank and system.

R.B. EVERETT DOES NOT MEET SPECIFICATIONS: 168" overall length; fuel cap. 21 gal.; hyd. oil cap. 21 gal.; 137 gal. water tank and system.

ROMCO, INC. DOES NOT MEET SPECIFICATIONS: Hyd. system non-spec; overall height 107"; broom rotation speed, fuel tank cap. 20 gal.; hyd. oil cap. 20 gal.; drum type rear brakes.

38 669

6 @

21/2

AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW 9-WHEEL, 25 TON PNEUMATIC ROLLER WITH HYDROSTATIC TRANSMISSION
BID #89-039

OPTIONAL EQUIPMENT

COMPANY	UNIT BID PRICE	EMERGENCY SHUTDOWN SYSTEM	ELEC. FUEL GAUGE	ROTATING BEACON	SEALED BEAM LIGHTS	DIRECTIONAL LIGHTS WITH FLASHERS	BAFFLES & GASKETED COVERS	SPRINKLER PIPES COCO MATS WITH 150 GAL. TANK
CONLEY LOTT NICHOLS MACH.	$77,275.00	$475.00	$98.00	$297.00	$234.00	$242.00	$954.00	$1,654.00

R.B. EVERETT DOES NOT MEET SPECIFICATIONS: Variable displacement piston pump 5.43 cu.in.; manual displacement control; 9:00 x 20, 16 ply tires; 188" overall length; 148" wheelbase.

38 670

AS PER ORIGINAL

COMPANY	COCO MATS ONLY WITH BRACKETS	NYLON SCRAPERS	SELF-PRIMING WATER PUMP W/HOSE	TWO-TONE PAINT	SLOW MOVING EMBLEM	ROPS
CONLEY LOTT NICHOLS	$340.00	$454.00	$645.00	$255.00	$17.00	$2,078.00
R.B. EVERETT	DOES NOT MEET SPECS SEE PAGE #1.					

BACKGROUND INFO FOR COMMISSIONER COURT

AGENDA ITEM

RELATIVE TO AGENDA ITEM #22

MAGNETIC CARD ENTRY SYSTEM:

The card entry control box is currently located on the east wall of the Constables staff room 118A

OPTIONS ARE AS FOLLOWS:

1) Leave it in place - activate or abandon the system
2) Move it to a mechanical room - 108G across the corridor cost of this move $4,500.00 plus est $500.00 to connect to emergency power, not now in mechanical room.
3) Move it to the control room 123A, with all other control panels $4,500.00 plus est $100.00 to connect to emergency power - already available in the control room.

If the decision is made to abandon the system, there will be no additional costs involved.

If the decision is made to activate, there are three alternatives available:

a) Leave it in present location - add $500.00 to provide emergency power.
b) Move it, or install a new control box in the nearby mechanical room at a total cost of approximately $5,000.00 including provision of emergency power.
c) Move it, or install a new control box in the building control room, with all other controls, at a cost of $4,600.00 including provision of emergency power, already available in the control room.

NOTE: If the box is moved, the wall will have to be patched in the Constables office - est. cost $250.00. It may also be necessary to touchup the wall in the control room after installation - est. cost $100.00.

DOOR BETWEEN COUNTY CLERKS BUILDING AND WILLIAM B. TRAVIS BUILDING:

a) There is no state fire code stipulating that there must be a door between these two buildings, per our architects.

b) We are advised that insurance underwriters will/could rate both buildings at the higher rate of the two, if there is not a door between the two.

c) A hollow metal door would cost approximately $1,300.00 installed. This installation would require a 5 foot extension of the cooridor into the County Clerks building, in order to satisfy state handicapped requirements.

There is a ramp leading into the County Clerks building from the Travis Building which does satisfy state and federal handicapped requirements. The new door would be 5 feet beyond the end of the ramp, and would allow a level turning area for a wheel chair.

d) It would appear that the principal reasons for replacing the door is for building security and/or insurance cost containment. I have not researched the latter.

Cost shown are estimates I obtained from Dixie Electronics (card system supplier), Hargrove Electric, Lebco Constructors, and Chris Di Stefano Associates, patching, touch-up estimates are my own.

Prepared by Neville J. Lancaster, Sr.

#23
38 673

AS PER ORIGINAL

Requested exceptions to '89 salary program from the Performance Review Committee - with recommendations by the Committee - for Commissioner's Court consideration and disposition.

The following requests were routed to the Performance Rview Committee for review on 3/27/89 from respective department heads.

1. REQUEST: ~~All~~ 3 Chief & Deputy Clerk positions in the County Clerk's Office be increased 3 steps on the basis of added responsibilities during this past year and the current year. Yes

   RECOMMENDATION: Maintain normal 1 step merit increases on anniversary dates.

2. REQUEST: Phylip Teykl (Hvy. Equip. Operator III) and Steven Holik (Mechanic III) in Rd. & Bd. Precinct 2 be provided a current 1 step merit increase prior to their anniversary dates (both in September). The basis of this is the lack of any meirt increase being provided at the review time in 1988, although past reviews were in the good to excellent categories.

   RECOMMENDATION: Provide 1 step increase currently. ✓ Yes

3. REQUEST: Emergency Medical Technicians having certain special skills above and beyond the basic requirements are requested to currently receive a two step increment. The basis for this is to reward and encourage the continuing skills training and practice leading to the Paramedic certification.

   RECOMMENDATION: Provide up to 2 step merit increments only on the anniversary date review. ✓ Yes

4. REQUEST: Drainage District requested a 2 step merit increment on Mike Hundl (foreman) on the basis of meit performance, and to also provide a closer equity with other foreman positions performing the same job functions.

   RECOMMENDATION: Provide 2 step increment as requested - on the anniversary date review. ✓

5. REQUEST: Vehichle Maintenance Dept. requests a 2 step increment for all Mechanics in their department due to preceived low pay for Mechanics with excellent skills, and due to current efficiencies demonstrated by Vehichle Maintenance.

   RECOMMENDATION: Provide 2 step increment only - on the anniversary date review. ✓ No

6. REQUEST: Road & Bridge, Precinct 3 is requesting an equity adjustment for the Administrative Secretary (Joann Sheard) to bring salary in line with Administrative Secretaries in other precincts. ✓

   RECOMMENDATION: Provide ~~4~~ 3 step increment equity adjustment. No

7. REQUEST: Road & Bridge, Precinct 4 is requesting a 2 step increment on Dale Tate, Light Equip. Orp. II, on the basis of merit and equalization to the other Light Equip. Orp. II who was hired at approximately the same time (within 2 months of each other).

   RECOMMENDATION: Provide 2 step increment merit and equity adjustment on anniversary review. ✓

Pat Conrad Veterans Service Officer	Grade: 11	Step: 7	$ 950.00 bi-wkly
Richard Selleh Admin.Coord/Personnel	Grade: 19	Step: 3	$1316.00 bi-wkly
Mel Speed Emergency Management	Grade: 13	Step: 6	$1032.00 bi-wkly

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept the recommendations of the salary review committee with the exception of item #5 and change item #6 to a 2-step increase. (Recorded in minutes in full)

2) No action taken.

RECESS:

Commissioners Court recessed at 11:30 a.m.

RECONVENED:

Commissioners Court reconvened at 1:30 p.m.

24. 1:30 P.M.-OPEN AND CONSIDER AWARDING BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW FULL SIZE UTILITY VEHICLE(S) (#89-040); (2) SHELVING & CARRELS FOR DISTRICT ATTORNEY, CIVIL DIV., LAW LIBRARY (#89-041); (3) CONTRACT FOR REFUSE REMOVEL, PCT. 2 FACILITY, ARCOLA (#89-042); (4) TWO OR MORE NEW 62 H.P. TRACTORS (#89-043):

Open & consider awarding bids for one or more new full size utility vehicle(s) #89-040:

The following bids were presented to Commissioners Court for review.

A) A.C. COLLINS FORD, INC. (no bid)
B) JOE GRILLO
C) KNAPP CHEVROLET
D) LAWRENCE MARSHALL CHEV.-OLDS (no bid)
E) ALLEN SANFORD

Open & consider awarding bids for shelving & carrels for District Attorney, Civil Division Law Library #89-041:

The following bids were presented to Commissioners Court for review.

A) DANISH LIBRARY DESIGN BUREAU
B) LIBRARY INTERIORS
C) NB BUSINESS SYSTEMS, INC.

Open & consider contract for refuse removal, Pct. 2 facility, Arcola #89-042:

The following bids were presented to Commissioners Court for review.

A) ACTION TRUCKING
B) BESTPAK DISPOSAL
C) CONSTRUCTION WASTE DISPOSAL

240)

BID ITEM: FULL SIZE UTILITY VEHICLE 38 675

BID NUMBER: 89-040

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'070'$category

AS PER ORIGINAL

VENDOR NAME	BID PRICE
A.C. COLLINS FORD, INC.	NO BID
A.J. FOYT CHEVROLET	
BARRETT WHITE GMC	
BECK AND MASTEN GMC TRUCKS	
BOB MARCO BUICK-GMC-MAZDA	
BOB MARCO GMC	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
DAN BOONE CHEVROLET	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD, INC.	
EAST BERNARD FORD, INC.	
FRANK GILLMAN GMC	
FT BEND CHAMBER OF COMMERCE	
GALLERIA AREA FORD, INC.	
GILMAN DODGE	
GOODSON GMC	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD	
JOE CAMP FORD	
JOE GRILLO DODGE	12,689
JOE GRILLO OLDSMOBILE	
JOE MYER'S FORD INC.	
KINSEL FORD	
KNAPP CHEVROLET	16,320
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAROCHE CHEVROLET-CADILLAC	
LAWRENCE MARSHALL CHEV-OLDS	NO BID
LEHMAN GMC	
LEHMAN WEST HOUSTON CHRY PLY	
LES MARKES CHEVROLET	
MACK HAIK PEACOCK CHEVROLET	
MAJOR FLEET & LEASING CORP.	
MARSHALL FORD-MERCURY	
MICKEY BATSON GMC	
MILLER CHEVROLET	
MORT HALL FORD, INC.	
NOBLE PONTIAC GMC	
REGENCY CHEVROLET	
RICHARDSON CHEVROLET	
ROSENBERG/RICHMOND CHAMBER	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC	
UNIVERSAL FORD SALES, INC.	

38 676

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'070'$category

VENDOR NAME	BID PRICE
WEST HOUSTON CHRY PLY GMC	
WESTWAY FORD, INC.	
Allen Sanford	16,058.37

AS PER ORIGINAL

24(2)

BID ITEM: SHELVING AND FURNITURE D.A. CIVIL DIV. LAW LIBRARY 38 677

BID NUMBER: 89-041

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'450'$category

VENDOR NAME	BID PRICE
ACCUDATA OF HOUSTON	
AETNASTAK DIV. ART METAL USA	
ANDREW WILSON CO.	
ARCHITECTURAL INTERIOR SERVICE	
BID SOURCE, INC.	
BUSINESS & INSTITUTIONAL	
CAGELOSI CO.	
DANISH LIBRARY DESIGN BUREAU ✓	11,482.75
EVANS MONICAL	
FT BEND CHAMBER OF COMMERCE 10	
G. MADISON CO.	
GAYLORD BROS., INC.	
LIBRARY INTERIORS ✓	10,454.75
LUNDIA OF HOUSTON	
MAILITE SYSTEMS	
NB BUSINESS SYSTEMS, INC. ✓	7569.75
R.J. SHEPPARD AND ASSOCIATES	
ROSENBERG/RICHMOND CHAMBER -11	
TALON SALES, INC.	
WAYNE MYERS COMPANY	
WILSON BUSINESS PRODUCTS	

38 678

BID ITEM: CONTRACT FOR REFUSE REMOVAL PCT #2 FACILITY ARCOLA, TEXAS

BID NUMBER: 89-042

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'039'$category

VENDOR NAME	BID PRICE
ACTION TRUCKING	225. per haul + 25.00 per mo rental for dumpster
ALLIED WASTE IND.	
APACK DISPOSAL	
BESTPAK DISPOSAL	175.00 per haul w/ no rental
BFI	
BFI	
CONSTRUCTION WASTE DISPOSAL	$170. per haul + 125.00 per mo rental for dumpster
FOWLER'S TRANSFER	
STAR DISPOSAL SYSTEMS	
WASTE MANAGEMENT OF HOUSTON	

24(4)

38 679

BID ITEM: TWO OR MORE NEW SIXTY-TWO (62) HORSEPOWER TRACTORS.

BID NUMBER: 89-043

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$CATEGORY

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALVIN EQUIPMENT CO., INC.	14,236.00
BADO EQUIPMENT CO., INC.	
BOETTCHER-HLAVINKA CO.	13,554.00
BOMAG	
BRAZOS EQUIPMENT SALES CO.	
C. JIM STEWART & STEVENSON CO.	15,975.00
CASE POWER & EQUIPMENT	14,086.00
CONLEY-LOTT NICHOLS MACHINERY	
CONSTRUCTION EQUIPMENT INT'L	
D & S TRUCK PARTS & REPAIR	
DECA EQUIPMENT COMPANY	
DIVERSIFIED EQUIPMENT	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	
EL CAMPO EQUIPMENT CO., INC.	
EL CAMPO REPAIR SERVICE	NO BID
FORTRESS ALLATT, LTD.	
FT BEND CHAMBER OF COMMERCE 1	
GRACE EQUIPMENT	
GULF MACHINERY CO., INC.	
HALL EQUIPMENT SUPPLY CO.	
HERTZ EQUIPMENT RENTAL CORP	
HI-WAY EQUIPMENT CO., INC.	
HOUSTON HEAVY EQUIPMENT, INC.	
INGERSOLL-RAND EQUIPMENT SALES	
J.W. BARTHOLOW MACHINERY CO.	
JI CASE COMPANY	
JOHNSON & ROACH TRACTOR CO.	
K & M EQUIPMENT, INC.	
MOTOR TRUCK EQUIPMENT CORP.	
MUSTANG TRACTOR & EQUIPMENT CO	
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR	13,932.00
ROSENBERG/RICHMOND CHAMBER - 2	
SHOPPA FARM SUPPLY CO.	
SOUTH TEXAS EQUIPMENT CO., INC	
STAR CONCRETE CONSTRUCTION	
THE R.J. MILLER CO., INC.	
TOM FAIREY COMPANY	
TOMM LEE, INC.	
TRUCK & PICKUP EQUIPMENT CORP.	
VOLVO WHITE TRUCK CORPORATION	
W.R. FLORA & SONS, INC.	

38 680

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$CATEGORY

VENDOR NAME	BID PRICE
WAUKESHA-PEARCE INDUSTRIES,INC	
WORLD WIDE WELDING & PRESS INC	
Miller Implement Co	14,435.00

AS PER ORIGINAL

15,975

Open & consider two or more new 62 h.p. tractors #89-043:

The following bids were presented to Commissioners Court for review.

A) ALVIN EQUIPMENT CO.
B) BOETTCHER-HLAVINKA CO.
C) C. JIM STEWART & STEVENSON CO.
D) CASE POWER & EQUIPMENT
E) EL CAMPO REPAIR SERVICE (no bid)
F) ROSENBERG FORD TRACTOR

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to BOETTCHER-HLAVINKA CO. in the amount of $13,554.00 ea. for two 62 h.p. tractor for Precinct #2. (Recorded in minutes in full)

25. APPROVE BILLS:

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

RECESS:

Commissioners Court recessed at 3:00 p.m. Monday, April 3, 1989 until Tuesday, April 4.

RECONVENED:

Commissioners Court reconvened at 2:00 p.m. April 4, 1989.

26. CONSIDER THE FOLLOWING: DISCUSS A RESOLUTION APPROVING ISSUANCE OF FORT BEND FLOOD CONTROL WATER SUPPLY CORP. REVENUE BONDS, SERIES 1989; LEVYING AND PLEDGING A TAX FOR THE PAYMENT THEREOF: AND FURTHER PLEDGING IMPACT FEES COLLECTED BY THE DRAINAGE DISTRICT AS PAYMENT THEREOF; AUTHORIZING AN AGREEMENT RELATING THERETO; AND CONTAINING OTHER PROVISION RELATING TO THE SUBJECT; AND TO DISCUSS OTHER ACTION AS MAY BE NECESSARY CONCERNING SAID RESOLUTION AND AGREEMENT:

27. ADJOURNMENT:

31 682 4
4-3-89

PURCHASE OF A MINIMUM OF TWO (2) SIXTY-TWO (62) HORSEPOWER MINIMUM TRACTORS
BID #89-043

AS PER ORIGINAL.

COMPANY	BID PRICE	MAKE/MODEL
BOETTCHER HLAVINKA P.O. BOX 190 E. BERNARD, TX 77435	$13,554.00	CASE IH-685
ROSENBERG FORD TRACTOR P.O. BOX 1165 ROSENBERG, TX 77471	$13,932.00	FORD 5610
CASE POWER & EQUIPMENT P.O. BOX 4520 HOUSTON, TX 77210	$14,086.00	CASE IH-685
ALVIN EQUIPMENT CO. P.O. BOX 1907 ALVIN, TX 77512	$14,236.00	CASE IH-685
MILLER IMPLEMENT CO. P.O. BOX 29 WALLER, TX 77484	$14,435.00	NONE SPEC - SEE BID
C.JIM STEWART & STEVENSON 5902 W. 34TH ST. HOUSTON, TX 77092	$15,975.00	NONE SPEC - SEE BID
ROSENBERG FORD TRACTOR P.O. BOX 1165 ROSENBERG, TX 77471	$13,569.00	NONE SPEC - SEE BID

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 3rd day of April, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

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

********** APPROVED **********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MAY 12, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg.586

ENDING WITH
FILM CODE NO. 89vol.38pg683

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham DEPUTY
BETTY FULGHAM

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF MAY, 1989.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 686.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, APRIL 10, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of April 13, 1989.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Consider authorizing study for future Fort Bend County jail space requirements.

6. Mr. Roman Bohachevsky, County Librarian, re: request exemption to the competitive bidding requirement for emergency repair to air conditioning equipment.

7. Consider request from The George Foundation for 1989 Ad Valorem Tax Exemption for George Ranch Headquarters Park.

8. Consider "resolution approving issuance of Fort Bend Flood Control Water Supply Corp. Revenue Bonds, Series 1989; levying and pledging a tax for the payment thereof; authorizing an agreement relating thereto; and containing other provisions relating to the subject," and to take other action as may be necessary concerning said resolution and agreement.

9. Consider giving Fort Bend Flood Control Water Supply Corp. the authority to make final offers and pursue condemnation(s).

10. Consider approving the purchase prices on additional parcels in the Middle Oyster Creek Project.

11. Discuss and consider authorizing payment to Lichliter-Jameson & Associates for engineering services for Fort Bend County Flood Control Water Supply Corp.

12. Constable Hal Werlein, Pct. 4, re: request authority to place regular (non-exempt) license plates on new vehicle, and to exchange one Pct. 4 patrol car ('84 Plymouth) for one used Sheriff's patrol car (Ford).

13. Consider requesting temporary predatory animal control service.

14. Consider approving maintenance agreements for copier ~~and blueline~~ machine for Engineering Dept.

15. Set policy for distribution of keys, cleaning of offices, and purchase of additional telephones and fax machines for new annex.

16. Confirm award of bids made April 3rd for the following: (1) Shelving & carrels for D.A. Civil Div., Law Library (#89-041); (~~2) Two or more new 62 h.p. tractors (#89-043~~).

17. Consider accepting or rejecting & readvertising bids for the following: (1) One or more new full-size utility vehicle (#89-040); (2) Refuse removal at Pct. 2 facility, Arcola (#89-042).

18. Authorize advertising for bids for annual contracts for the following: (1) Weed, brush & insect control materials; (2) Culverts; (3) Bridge materials; (4) Typewriter maintenance contract; (5) Road materials, earthen; (6) Road materials, chemical; (7) Gasoline; (8) Processed crushed gravel with 3% lime added: THD #249; (9) Processed crushed gravel with 2-1/2% lime & 5% fly ash added: THD #249.

19. Consider releasing bond for Providence, Sec. 3, Pct. 3.

20. Consider application from GTE Southwest Inc. to lay cable along Reinecke Rd., Pct. 4.

21. Consider application from Star Cable to lay cable bored under Foster School Rd. & along Waddell Rd., Pct. 2.

22. Consider requesting D.A.'s office to take action on expiring Letter of Credit on Weicker Estates, Pct. 2.

23. Consider accepting plat for Tierra Grade, Sec. 4, Pct. 2.

24. Consider realignment of County Commissioners, Justices of the Peace, and Constables precinct lines.

25. 10:00 a.m. - Hold public hearing to reduce speed limits at park in Providence Sub., Pct. 3, and consider taking action.

26. 10:30 a.m. - Drainage District Board will convene (separate agenda).

27. 1:30 p.m. - Open and consider bids for the following: (1) Rental of copy machines (#89-044); (2) Contract for groundskeeping services (#89-045).

28. Approve bills.

29. Adjournment.

FILED FOR RECORD
TIME 2:50 ~~A.M.~~ P.M.
APR - 6 1989
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, April 6, 1989 at 2:00 p.m. by Laura Hendry.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, APRIL 10, 1989
10:30 O'CLOCK A.M.

1. Consider "resolution approving resolution by the Fort Bend Flood Control Water Supply Corp. providing for issuance of Fort Bend Flood Control Water Supply Corp. Revenue Bonds, Series 1989; pledging impact fees to the payment thereof; authorizing an agreement relating thereto; and containing other provisions relating to the subject," and to take other action as may be necessary concerning said resolution and agreement.

2. Review Drainage District monthly report.

3. Adjournment.

FILED FOR RECORD
TIME 2:50 ~~A.M.~~ P.M.
APR - 6 1989
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, April 6, 1989 at 3:00 p.m. by Norma Hudry.

REGULAR SESSION

BE IT REMEMBERED That on this 10TH day of APRIL, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF APRIL 3, 1989:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve meeting of April 3, 1989 with correction to #13 pg. 3 & #24 pg.6.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out-of-town travel request for COUNTY AUDITOR, SHERIFF and EXTENSION SERVICE. (Recorded in minutes in full)

5. CONSIDER AUTHORIZING STUDY FOR FUTURE FORT BEND COUNTY JAIL SPACE REQUIREMENTS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for proposals for a study for future Fort Bend County Jail space requirements including juvenile detention facility as requested by Gus George, Sheriff. (Recorded in minutes in full)

6. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: REQUEST EXEMPTION TO THE COMPETITIVE BIDDING REQUIREMENT FOR EMERGENCY REPAIR TO AIR CONDITIONING EQUIPMENT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve exemption to the competitive bidding requirement for emergency repair to air conditioning equipment in the amount of $6,453.90. (Recorded in minutes in full)

4

38 690

AS PER ORIGINAL

RECEIVED APR 4 1989 COUNTY JUDGE

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:

Pamela W. Terry Pamela W. Terry

Period: Date of Departure 5/19/89 - 7:30 a.m.

Date of Return 5/20/89 - 5 p.m.

Purpose of Trip: Conduct Training at Family Community Leadership Program

Places to be Visited: Palacios, Texas - Texas Baptist Encampment

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

Name

4/4/89
Date

County Extension Agent
Title

* * * \

AS PER ORIGINAL

COUNTY OF FORT BEND

RECEIVED
APR 4
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

Pamela W. Terry Pamela W. Terry

Period: Date of Departure 5/11/89 - 8 a.m.

Date of Return 5/12/89 - 5 p.m.

Purpose of Trip: Project Home Safe Training

Places to be Visited: Camp Allen

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

Name

4/4/89
Date

County Extension Agent
Title

* *

Approved: Commissioners' Court

County Judge

4/10/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL 38 692

RECEIVED
APR 6 1989
COUNTY JUDGE

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:

Lieutenant Marshall Whichard to attend

Period: Date of Departure 4/12/89 a.m.

Date of Return 4/12/89 p.m.

Purpose of Trip: attend T.C.L.E.O.S.E. meeting

Places to be Visited: Austin, Texas

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

Jim. George
Name

4/5/89
Date

SHeriff
Title

* * * \

38 693

RECEIVED
APR 6 1989
COUNTY JUDGE

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~~:

Robert Grayless

Period: Date of Departure May 9, 1989

Date of Return May 12, 1989

Purpose of Trip: Thirty-First County Auditor's Institute

Places to be Visited: Austin

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

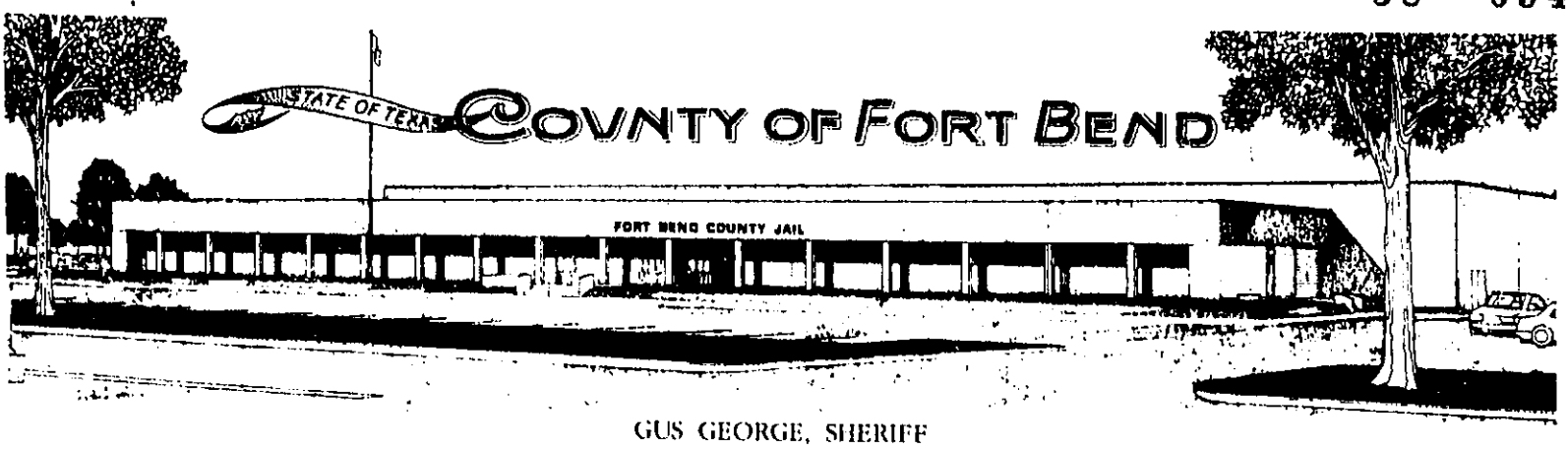
Robert Grayless
Name

April 7, 1989
Date

County Auditor
Title

* * * \

#5 38 694



GUS GEORGE, SHERIFF

March 31, 1989

Honorable Jodie E. Stavinoha, County Judge
Commissioner R. L. O'Shieles, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

In the past four (4) years the average daily inmate population has increased from 124.82, with a maximum of 184 inmates in 1985 to 185.45, with a maximum of 247 inmates in 1988. The average daily inmate population has increased to 226.42, with a maximum of 267 inmates for the first three (3) months of 1989. With the average daily population increasing 85% in four (4) years and the maximum inmate count exceeding the present jail capacity, it has become evident that major decisions must be faced by the Fort Bend County Sheriff Department and the Fort Bend County Commissioners' Court.

It is therefore respectfully requested that the Fort Bend County Commissioners' Court authorize and award to a firm, experienced in the Criminal Justice field, a contract to study Fort Bend County's need for jail space through the year 2005 and to prepare a master development plan for the utilization of the existing jail property to best meet these needs.

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

This study and master plan shall include, but not be limited to, all available historical population and crime rates and all projected population growth and future crime rates. The master plan shall also include, but not be limited to, a general design program for the space, staffing and financial analysis options that will be to the best interest of Fort Bend County.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

AS PER ORIGINAL

AGENDA ITEM 38 696

Fort Bend County Library System

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

April 4, 1989

Honorable Jodie E. Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Gentlemen:

I will appear before you on Monday, April 10, 1989 to request an exemption to the competitive bidding requirement for the repair of HVAC equipment at the George Memorial Library.

The emergency repairs at the library completed on 3/27/89 total $6,453.90. These repairs became necessary as a result of an annual inspection.

We requested and received an expedited purchase order prior to the work from the Purchasing Department and had no way of foreseeing that the cost would be over $5,000. Purchasing is unable to approve this payment without your approval of exemption.

This was an emergency repair and there was a public necessity to complete it as quickly as possible.

Thank you for your consideration.

Sincerely,

Roman S. Bohachevsky

RSB/dmf

Attachments

pc Purchasing
Auditor's Office

RECEIVED
APR 5 1989
COUNTY JUDGE

1001 Golfview • Richmond, Texas 77469 • 713-342-4455

MEMORANDUM

DATE: April 7, 1989

TO: County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

FROM: Marsha P. Gaines

RE: Historical Exemption for The George Foundation

Item number 7 on Commissioners Court agenda for April 10, 1989 pertains to granting an historical exemption for the George Ranch Headquarters for the 1989 tax year.

The 1988 exemptions was granted on the following four accounts:

.901-0041-00-000-0011 .901-0056-00-000-0051
.901-0337-00-000-0011 .901-0368-00-000-0011

1988 Total Taxable Value	$3,323,345.00
1988 Tax Dollars	$ 15,397.05

Granting the 1989 exemption on the four accounts listed above would breakdown as follows:

1989 Total Taxable Value (Per Central Appraisal District Terminal)	$3,288,345.00
1989 Tax Dollars estimated using 1988 tax rate	$ 15,234.90

I am sorry I was unable to get these figures to you sooner but I was not aware of this item being placed on the agenda until I received my copy.

7. CONSIDER REQUEST FROM THE GEORGE FOUNDATION FOR 1989 AD VALOREM TAX EXEMPTION FOR GEORGE RANCH HEADQUARTERS PARK:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve grant exemption from the George Foundation for 1989 Ad Valorem Tax Exemption for George Ranch Headquarters Park. (Recorded in minutes in full)

8. CONSIDER "RESOLUTION APPROVING ISSUANCE OF FORT BEND FLOOD CONTROL WATER SUPPLY CORP. REVENUE BONDS, SERIES 1989; LEVYING AND PLEDGING A TAX FOR THE PAYMENT THEREOF; AUTHORIZING AN AGREEMENT RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT," AND TO TAKE OTHER ACTION AS MAY BE NECESSARY CONCERNING SAID RESOLUTION AND AGREEMENT:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve issuance of Fort Bend Flood Control Water Supply Corp. Revenue Bond, Series 1989; levying and pledging a tax for the payment thereof; authorizing an agreement relating thereto; and containing other provisions relating to the subjet," and to take other action as may be necessary concerning said resolution and agreement as presented by Joe Allen, representing Fort Bend Flood Control Water Supply Corp.

9. CONSIDER GIVING FORT BEND FLOOD CONTROL WATER SUPPLY CORP. THE AUTHORITY TO MAKE FINAL OFFERS AND PURSUE CONDEMNATION(S):

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to give Fort Bend Flood Control Water Supply Corp. the authority to make final offers and pursue condemnation(s).

10. CONSIDER APPROVING THE PURCHASE PRICES ON ADDITIONAL PARCELS IN THE MIDDLE OYSTER CREEK PROJECT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve "Resolution Approving Purchase Prices for Land Required for the Flood Control Improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run; and Authorizing the Fort Bend Flood Control Water Supply Corporation to Take All Necessary Action to Acquire Such Land" as shown in Exhibit A with correction and seek contribution of or reduction of purchase price on tract #7, 13, 18, and 26. (Recorded in minutes in full)

11. DISCUSS AND CONSIDER AUTHORIZING PAYMENT TO LICHLITER-JAMESON & ASSOCIATES FOR ENGINEERING SERVICES FOR FORT BEND COUNTY FLOOD CONTROL WATER SUPPLY CORP.:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize payment to Lichliter-Jameson & Associates in the amount of $457,052.30 for engineering service for Fort Bend County Flood Control Water Supply Corp. Fees to come from Drainage District budget and Impact Fee Fund. (Recorded in minutes in full)

12. CONSTABLE HAL WERLEIN, PCT. 4, RE: REQUEST AUTHORITY TO PLACE REGULAR (NON-EXEMPT) LICENSE PLATES ON NEW VEHICLE, AND TO EXCHANGE ONE PCT.4 PATROL CAR ('84 PLYMOUTH) FOR ONE USED SHERIFF'S PATROL CAR (FORD):

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize regular (non-exempt) license plates on new vehicle (ID# 1G1BL51E8KR185414) and exchange one Pct. # patrol car - '84 Plymouth (ID# 2P3BB26SODR168062) for one use Sheriff's patrol car - Ford as requested by Constable Hal Werlein, Pct.4.

4/3 xc: 4 Commissioners
County Clerk

38 699
AGENDA ITEM
#7

The George Foundation

P. O. Drawer C
Richmond, Texas 77469
713 342-6109

March 28, 1989

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

Re: 1989 Ad Valorem Tax Exemption Application for Historic Site - George Ranch Headquarters Park

Dear Judge Stavinoha:

Enclosed please find the 1989 Historic Site Exemption Application for The George Ranch Headquarters Park, along with a metes and bounds description. We have not included a survey since there have been no changes in the status of the land from the survey furnished in 1985.

If you should have any questions regarding the enclosed matter, please feel free to give me a call.

Very truly yours,

THE GEORGE FOUNDATION

Roland C. Adamson
Executive Director

RCA:mm
Enclosure

RECEIVED
MAR 30 1989
COUNTY JUDGE

207 South Third Street - Richmond, Texas 77469

38 700

Fort Bend Central Appraisal District
One Fluor Drive, BLDG. B, Suite 200
P.O. Box 5007
Sugar Land, Texas 77487-5007
(713) 263-4500

application for historic site property tax exemption for 19 89

This application covers property you owned on January 1 of this year. You must file the completed application between January 1 and May 1 of this year. Be sure to attach any additional documents requested. You must apply for this exemption every year; it will not be automatically renewed.

Owner's name and address

Owner's name: The George Foundation, A Charitable Trust

Present mailing address (number and street): 207 South Third Street - P. O. Drawer C

City, town or post office, state, zip code: Richmond, Texas 77469

Telephone number: 713-342-6109

Owner is a(n) ☐ individual ☐ association ☐ corporation ☒ non profit ~~corporation~~ organization

Describe the property

Legal description:

George Ranch Headquarters Park of The George Foundation

Metes and Bounds Description Attached

List taxing units that have granted an exemption on the property

(attach copy of each order granting exemption)

Taxing unit	amount or %	Taxing unit	amount or %
Lamar Consolidated	100%		
Ind. School Dist.			
Fort Bend County	100%		

Has the Texas Historical Commission designated this property a recorded Texas historical landmark? (attach copy of order) ☐ Yes ☒ No

Has every taxing unit listed above designated this property a recorded Texas historical landmark or a historic site in need of tax relief? (attach copy of each ordinance) (Above Taxing Units have granted Historical Exemption in Prior Years) ☒ Yes ☐ No

Sign and date

Signature: Roland C Clark

Date: 3-28-89

On behalf of (name of organization): The George Foundation

Title: Executive Director

Under Section 37.10, Texas Penal Code, if you make a false statement on this application, you could receive a jail term of up to 1 year and a fine of up to $2,000, or a prison term of 2 to 10 years and a fine of up to $5,000.

AS PER ORIGINAL

HENRY STEINKAMP, JR., INC.
Consulting Engineers
1117 TOMOLA STREET
P. O. BOX 223
ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER
JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

HOUSTON-ROSENBERG
713/342-2241
713/342-6636

April 16, 1982

A Field Note Description of 302.2662 Acres of Land, being 65.6253 Acres in the John Jones Survey, Abstract #41, 176.9993 Acres in the Wiley Martin Survey, Abstract #56, 28.5810 Acres in the Peter Teal Survey, Abstract #337 and 31.0606 Acres in the M.M. Ryon Survey, Abstract #368, Fort Bend County, Texas.

For Connection Begin at an axle found marking the Southeast corner of the Abner Kuykendall League, Abstract #48; said corner being in the Northeast line of the John Jones Survey, Abstract #41; THENCE, North 65° West, 1111.11 feet along the Northeast line of the John Jones Survey, Abstract #41 to the North corner of the John Jones Survey and East corner of the Wiley Martin Survey, Abstract #56; THENCE, South 55° West, 6921.88 feet to a point for the Place of Beginning for this Tract; said corner being at the intersection of the West line of State Farm Market Road No. 762 (80 feet wide) and Southeast line of the Wiley Martin Survey, Abstract #56 and Northwest line of the John Jones Survey, Abstract #41;

THENCE, Southerly, along the West line of State Farm Market Road No. 762 with the following courses and distances:

South 6° 17' 12" East, 1050.2 feet to an iron pipe set;
Along a curve to the left with the following data:
Delta = 2° 08' 24"
Radius = 5212.24 feet;
Length = 194.68 feet;
Chord = South 07° 21' 24" East, 194.67 feet to the point of tangency;
South 8° 25' 38" East, 117.2 feet to an iron pipe;
South 4° 36' 47" East, 150.33 feet to an iron pipe;
South 8° 25' 38" East, 450.0 feet to an iron pipe;
South 14° 08' 16" East, 100.5 feet to an iron pipe;
South 8° 25' 38" East, 340.80 feet to an iron pipe set for point of curve;
Along a curve to the right with the following data:
Delta = 33° 40'
Radius = 685.50 feet;
Length = 402.80 feet;
Chord = South 8° 24' 22" West, 397.03 feet to the point of tangency;

South 24° 59' 28" West, at 248.71 feet pass an iron pipe set in the North line of the entrance road; in all 330.91 feet to an iron pipe set for the Southeast corner of this Tract;

THENCE, North 81° 41' 04" West, 1349.82 feet to an iron pipe set for angle point;

THENCE, North 68° 11' 28" West, 204.36 feet to an iron pipe set for angle point;

THENCE, North 78° 28' 12" West, 229.94 feet to an iron pipe set for angle point;

THENCE, North 09° 00' 16" East, 42.0 feet to the centerline of road;

THENCE, Westerly and Northerly along the centerline of road with the following courses and distances:

North 80° 59' 44" West, 466.58 feet to a 60d nail for angle point;

North 84° 42' 56" West, 134.69 feet to a 60d nail for angle point;

North 77° 50' 13" West, 64.20 feet to a 60d nail for angle point;

North 67° 43' 55" West, 282.86 feet to a 60d nail for angle point;

North 54° 30' 21" West, 60.12 feet to a 60d nail for angle point;

North 24° 11' 11" West, 62.27 feet to a 60d nail for angle point;

North 0° 13' 06" West, 61.76 feet to a 60d nail for angle point;

North 7° 56' 28" East, 200.72 feet to a 60d nail for angle point;

North 14° 15' 12" East, 171.59 feet to a 60d nail for angle point;

North 9° 23' 15" East, 159.73 feet to a 60d nail for angle point;

North 17° 39' 53" East, 518.29 feet to a 60d nail for angle point;

North 43° 23' 36" West, 1101.01 feet to a 60d nail for angle point;

North 37° 12' 58" West, 109.50 feet to a 60d nail for angle point;

North 14° 22' 35" West, 99.03 feet to a 60d nail for angle point;

North 10° 54' 23" West, 438.57 feet to a 60d nail for angle point;

North 11° 03' 22" West, 1498.84 feet to a 60d nail for angle point;

North 16° 24' 55" West, 80.30 feet to a 60d nail for angle point;

North 39° 45' 18" West, 62.14 feet to a 60d nail for angle point;

North 58° 17' 54" West, 236.49 feet to a 60d nail for angle point;

North 01° 42' 28" East, 160.45 feet to a 60d nail in Bridge and on the centerline of Dry Creek for the Northwest corner of this Tract;

THENCE, Easterly and Southerly along the centerline of Dry Creek with the following courses and distances:

North 89° 48' 43" East, 272.45 feet to an angle point;
South 73° 07' 27" East, 263.08 feet to an angle point;
South 63° 55' 52" East, 318.45 feet to an angle point;
South 68° 01' 07" East, 816.43 feet to an angle point;
South 89° 19' 16" East, 120.04 feet to an angle point;
North 82° 55' 21" East, 111.20 feet to an angle point;
North 65° 49' 40" East, 328.93 feet to an angle point;
South 82° 14' 09" East, 104.35 feet to an angle point;
South 65° 21' 23" East, 251.23 feet to an angle point;
South 41° 09' 37" East, 173.12 feet to an angle point;
South 29° 32' 59" East, 142.99 feet to an angle point;
South 17° 23' 56" East, 298.66 feet to corner;

THENCE, North 70° 51' 58" East, at 18.4 feet pass corner post, then along fence line, in all 747.86 feet to an iron pipe set at corner post;

THENCE, North 34° 11' 45" West, 217.03 feet along a fence to an iron pipe set for corner;

THENCE, North 66° 21' 40" East, 301.42 feet to a fence to an iron pipe set for the North corner of this Tract in the Southwest line of State Farm Market Road No. 762;

THENCE, Southerly, along the Southwest line of State Farm Market Road No. 762 with the following courses and distances:

South 35° 35' 12" East, 12.4 feet to an iron pipe set for point of curve;

Along curve to the right with the following data:

Delta = 29° 18'
Radius = 916.30 feet;
Length = 468.58 feet;
Chord = South 20° 56' 12" East, 462.49 feet to an iron pipe set for point of tangency;

THENCE, South 06° 17' 12" East, 1030.0 feet to the Place of Beginning and containing 302.2662 Acres of Land.

Frank D. Schroth
Registered Public Surveyor

HENRY STEINKAMP, JR., INC.
Consulting Engineers
1117 TOBOLA STREET
P. O. DRAWER 192
ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER
JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

HOUSTON-ROSENBERG
713/342-2241
713/342-6836

AS PER ORIGINAL

May 23, 1983

A Field Note Description of 93.3955 Acres of Land, being 90.5541 Acres in the M.M Ryon Survey, Abstract #368 and 2.8414 Acres in the Peter Teal Survey, Abstract #337, Fort Bend County, Texas.

For Connection Begin at an axle found marking the Southeast corner of the Abner Kuykendall League, Abstract #48; said corner being in the Northeast line of the John Jones Survey, Abstract #41; THENCE, North 65° West, 1111.11 feet along the Northeast line of the John Jones Survey, Abstract #41 to the North corner of the John Jones Survey, Abstract #41 and East corner of the Wiley Martin Survey, Abstract #56; THENCE, South 55° West, at 6921.88 feet pass the West line of State Farm Market Road No. 762, in all 9444.45 feet to the West corner of the John Jones Survey and North corner of the Peter Teal Survey, Abstract #337; THENCE, South 65° East, 1147.22 feet to the East corner of the Peter Teal Survey and North corner of the M.M. Ryon Survey, Abstract #368; THENCE, South 45° West, 1075.26 feet to the Place of Beginning for this Tract;

THENCE, Easterly, along the South line of the Arroyo Seco Historical Park 302.2662 Acre Tract with the following courses and distances:

South 80° 59' 43" East, 156.61 feet to a point;
South 09° 02' West, 42.0 feet to a point;
South 78° 28' 12" East, 229.94 feet to a point;
South 68° 11' 28" East, 204.36 feet to a point;
South 81° 41' 04" East, 1349.82 feet to the Southeast corner of said 302.2662 Acre Tract and Northeast corner of this Tract;

THENCE, South 25° 24' 51" West, 568.79 feet along the West line of State Farm Marker Road No. 762, (80 feet wide), to an iron pipe set for angle point;

THENCE, South 25° 04' 05" West, 1570.38 feet along the West line of State Farm Market Road No. 762, (80 feet wide), to an iron pipe set for the Southeast corner of this Tract;

THENCE, North 64° 55' 55" West, 2249.84 feet to an iron pipe set for the Southwest corner of this Tract;

THENCE, North 27° 41' 38" East, 1597.58 feet to the Northwest corner of this Tract;

AS PER ORIGINAL

THENCE, South 80° 59' 44" East, 309.98 feet along the South line of said 302.2662 Acre Tract to the Place of Beginning and containing 93.3955 Acres of Land.

STATE OF TEXAS
FRANKLIN R. SCHODEK
1535
REGISTERED PUBLIC SURVEYOR

Franklin R. Schodek
Registered Public Surveyor
No. 1535

AS PER ORIGINAL

HENRY STEINKAMP, JR., INC.
Consulting Engineers
1117 TOMOLA STREET
P. O. BOX 223
ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER
JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

HOUSTON-ROSENBERG
713/342-2241
713/342-6836

November 29, 1982

A Field Note Description of 77.5957 Acres of Land in the Wiley Martin Survey, Abstract #56, Fort Bend County, Texas.

For Connection Begin at an axle found marking the Southeast corner of the Abner Kuykendall League, Abstract #48; said corner being in the Northeast line of the John Jones Survey, Abstract #41; THENCE, North 65° West, 1111.11 feet along the Northeast line of the John Jones Survey, Abstract #41 to the North corner of the John Jones Survey and East corner of the Wiley Martin Survey, Abstract #56; THENCE, South 55° West, 6921.88 feet to a point in the West line of State Farm Market Road No. 762; THENCE, North 6° 17' 12" West, 1030.0 feet along the West line of State Farm Market Road No. 762 to point of curve to the left; THENCE, along curve to the left with the following data:

Delta - 29° 18'
Radius - 916.3 feet;
Length - 468.58 feet;
Tangent - 239.53 feet;
Chord - North 20° 56' 12" West, 463.49 feet to point of tangency; THENCE, North 35° 35' 12" West, 12.40 feet to an iron pipe set for the East corner of and Place of Beginning for this Tract; said corner being in the West right-of-way line of State Farm Market Road No. 762, (80 feet wide), and being the Northeast corner of the Arroyo Seco Historical Park 302.2662 Acre Tract;

THENCE, Westerly and Northerly along the North line of the Arroyo Seco Historical Park 302.2662 Acre Tract with the following courses and distances:

South 66° 21' 40" West, 301.42 feet to a corner post;
South 34° 11' 45" East, 217.03 feet to a corner post;
South 70° 51' 58" West, 747.86 feet to corner;

Along centerline of Dry Creek with the following courses and distances:

North 17° 23' 56" West, 298.66 feet to a point;
North 29° 32' 59" West, 142.99 feet to a point;
~~North 41° 09' 37" West, 173.12 feet to a point;~~
North 65° 21' 23" West, 251.23 feet to a point;
North 82° 14' 09" West, 104.35 feet to a point;
~~South 65° 49' 40" West, 328.93 feet to a point;~~
South 82° 55' 21" West, 111.20 feet to a point;

77.5957 Acres
Wiley Martin Survey
Abstract #56
Fort Bend County, Texas.

AS PER ORIGINAL

North 68° 01' 07: West, 816.43 feet to a point;
North 63° 55' 52" West, 318.45 feet to a point;
North 73° 07' 27" West, 263.08 feet to a point;
South 89° 48' 43" West, 272.45 feet to a point on bridge for the Southwest corner of this Tract and Northwest corner of said Arroyo Seco Historical Park 302.2662 Acre Tract;

THENCE, North 01° 56' 15" East, 174.07 feet to a ½" iron pipe set for the Northwest corner of this Tract;

THENCE, North 69° 12' 49" East, 278.20 feet to a ½" iron pipe set for angle point;

THENCE, South 83° 51' 35" East, 71.37 feet to a ½" iron pipe set for angle point;

THENCE, North 51° 11' 43" East, 126.06 feet to a ½" iron pipe set for angle point;

THENCE, South 89° 22' 22" East, 131.33 feet to a ½" iron pipe set for angle point;

THENCE, North 71° 04' 55" East, 1817.67 feet to an iron pipe set for corner;

THENCE, North 35° 40' 38" West, 140.20 feet to an iron pipe set for corner;

THENCE, North 72° 12' 45" East, 224.50 feet to an iron pipe set for the North corner of this Tract;

THENCE, South 35° 35' 12" East, 1969.32 feet along the West line of State Farm Market Road No. 762 to the Place of Beginning and containing 77.5957 Acres of Land.

Registered Public Surveyor #1535

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of the Commissioners Court, do hereby execute and deliver this certificate for the benefit of the Attorney General of the State of Texas and all persons interested in the validity of proceedings of the Commissioners Court, and do certify as follows:

1. That I am the duly chosen, qualified and acting officer of the Commissioners Court for the office shown below my signature; that as such I am familiar with the facts herein certified and that I am duly authorized to execute and deliver this certificate.

2. That the attached and following is a true and complete excerpt of proceedings from the minutes of a meeting of the Commissioners Court, pertaining to the adoption of the resolution described therein; and that the persons named in such excerpt as the members of the Commissioners Court are the duly elected, qualified and acting members as indicated therein.

3. That a true and complete copy of the resolution adopted at the meeting described in such excerpt from the minutes is attached to and follows such excerpt.

4. That such resolution has been duly and lawfully adopted by the Commissioners Court and has been duly signed and attested by the proper officers and, as adopted and signed, has been duly recorded in the minutes of the Commissioners Court for such meeting.

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

6. That written notice of the date, hour, place and subject of said meeting described in the excerpt from the minutes was posted at a place readily accessible at all times to the general public at the County Courthouse for the time required by law preceding this meeting; all as required by the Open Meetings Law, Article 6252-17, Vernon's Texas Civil Statutes, as amended, and such meeting was open to the public as required by law at all times during which such resolution and the subject matter thereof was discussed, considered and formally acted upon.

SIGNED AND SEALED this 10th day of April, 1989.

(SEAL)

Dianne Wilson

Dianne Wilson, County Clerk
and Ex-Officio Clerk of the
Commissioners Court

A:\FBFCWSC.PHH\CERTPAGE.CTY

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County convened in regular session at a regular term of said Court, open to the public, on the 10th day of April, 1989, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Jodie Stavinoha	County Judge
Bud O'Shieles	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

and all of said persons being present except _____.

Whereupon, among other business, the following was transacted at said meeting.

RESOLUTION APPROVING ISSUANCE OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION REVENUE BONDS, SERIES 1989; LEVYING AND PLEDGING A TAX FOR THE PAYMENT THEREOF; AUTHORIZING AN AGREEMENT RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

The resolution was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

AYES: 5
NOES: 0

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

FORT BEND COUNTY, TEXAS

RESOLUTION APPROVING ISSUANCE OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION REVENUE BONDS, SERIES 1989; LEVYING AND PLEDGING A TAX FOR THE PAYMENT THEREOF; AUTHORIZING AN AGREEMENT RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), as the governing body of Fort Bend County, Texas, duly created by resolution adopted on February 23, 1987, the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to provide financing of flood control and drainage improvements in Fort Bend County, Texas, pursuant to Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"); and

WHEREAS, the Corporation intends to issue revenue bonds and to (i) acquire, construct and maintain with the proceeds of such bonds certain flood control facilities and drainage improvements which will be located in and along the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds in Fort Bend County, Texas (the "Project"), for the benefit of the County and the Fort Bend County Drainage District and (ii) provide for payment of the principal of and premium, if any, and interest on such bonds with revenues to be derived from the sale of the Project to the County, and the provision of certain services to the Fort Bend County Drainage District, all in accordance with the provisions of the Act and Texas Local Government Code, Section 402.014 (Vernon 1988); and

WHEREAS, the Commissioners Court has determined that there is substantial need for the Project, and that the public purpose of the Corporation and the Act would be furthered by the action of the Commissioners Court in approving such Project and bonds; and

WHEREAS, the Commissioners Court has been presented with and examined proposed forms of a trust indenture and an agreement, as well as a resolution of the Corporation authorizing the issuance of the Corporation's bonds, and the Commissioners Court finds the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete; NOW, THEREFORE,

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

SECTION 1. APPROVAL OF CORPORATION. The Commissioners Court hereby ratifies and approves all actions taken in connection with the creation and organization of the Corporation, including the adoption of a "Resolution Authorizing the Creation of Fort Bend Flood Control Water

Supply Corporation; Approving the Articles of Incorporation Thereof; and Containing Other Provisions Relating Thereto," on February 23, 1987.

SECTION 2. APPROVAL OF CORPORATION RESOLUTION. The Commissioners Court hereby approves the Corporation's "Resolution Authorizing the Issuance of the Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989; Awarding the Sale Thereof; Approving the Form and Substance of a Trust Indenture and Agreement; and Containing Other Matters Relating to the Subject," adopted by the Corporation on April 10, 1989, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. APPROVAL OF ISSUANCE OF BONDS AND TRUST INDENTURE. The Commissioners Court hereby approves the issuance of the Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989 (the "Bonds"), and the trust indenture between the Corporation and First City, Texas-Houston, N.A., as Trustee, in substantially the form attached hereto as Exhibit "B" relating to the issuance of and security for the Bonds.

SECTION 4. AUTHORIZATION OF AGREEMENT. The Commissioners Court hereby approves an agreement substantially in the form of the Agreement dated as of April 1, 1989, attached hereto as Exhibit "C." The Commissioners Court, by a majority vote of its members, at a regular meeting, hereby approves the form, terms and provisions of said Agreement between the Corporation and the District and authorizes the County Judge to execute and deliver the Agreement and the County Clerk to attest thereto with such changes and modifications as may be approved by the County Judge, such approval to be evidenced by his execution thereof.

SECTION 5. TAX LEVY AND PLEDGE. The Bonds are being issued by the Corporation on behalf of the County to finance the Project. In accordance with the Agreement, the Corporation shall transfer full title and ownership of portions of the Project to the County upon completion. The County has covenanted in the Agreement to make periodic payments of the purchase price for the Project in the amounts equal to the principal and interest as it accrues on the Bonds and any related paying agent fees and certain other specified obligations (the "Contractual Obligation"), less any amount of Pledged Revenues (as defined in the Agreement) paid to the Trustee by the Fort Bend County Drainage District for deposit to the Revenue Fund. In order to provide for the payment of the County's Contractual Obligation, the Commissioners Court hereby establishes a special fund, to be designated as the "Fort Bend Flood Control Water Supply Corporation Bond Fund," (the "Bond Fund") and the proceeds from all taxes levied, assessed and collected for and on account of the Contractual Obligation of the

County contained in and authorized by this Resolution shall be credited to such Fund. While such Contractual Obligation remains unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, at the same time as other County taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the County sufficient to pay such Contractual Obligation of the County as the same becomes due and to provide and maintain a sinking fund of not less that two percent of the principal amount of the Contractual Obligation or the amount required to pay each installment of the Contractual Obligation as the same becomes due, whichever is greater, full allowance being made for delinquencies and costs of collection. Said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Contractual Obligation and to no other purpose.

In setting its tax rate each year in order to collect the amount necessary to meet its Contractual Obligation, the County shall consider a certification by the County Treasurer, as to the amount of impact fee proceeds and investment earnings thereon which are on deposit in the Revenue Fund or which are in the process of collection. The County Treasurer is hereby authorized and directed to make such certification. However, the obligation to pay the Contractual Obligation is absolute and any error in judgment or calculation in making the aforesaid calculations shall not mitigate the County's Contractual Obligation.

To the extent that funds are not otherwise available to pay the interest maturing on the Bonds on September 1, 1989, there is hereby appropriated from current funds which are lawfully available for such purpose, an amount sufficient to pay such interest and such amount shall be used for no other purpose.

SECTION 6. ACCEPTANCE OF TITLE TO PROJECT. The County agrees to accept title to the Project financed with the proceeds of the Bonds, including any additions to the Project, upon completion of the acquisition and construction thereof in accordance with the Agreement, or when the Bonds and the Contractual Obligation are discharged, whichever is earlier.

SECTION 7. FURTHER ACTIONS. The County Judge, County Auditor, Commissioners Court, County Clerk and the other officials of the Commissioners Court are hereby authorized, jointly and severally, to execute and deliver such contracts, endorsements, instruments, certificates, documents or papers necessary and advisable and to take such actions as are necessary to carry out the intent and purposes of this Resolution.

SECTION 8. OPEN MEETING. Sufficient written notice of the date, hour, place and subject of the meeting of the Corporation at which this Resolution was adopted was posted for the time required by law preceding this meeting and such meeting was open to the public as required by law and at all times during which this Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Texas Civil Statutes Annotated, Article 6252-17, as amended.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect and be in full force and effect upon and after its passage.

Passed and approved this 10th day of April, 1989.

FORT BEND COUNTY, TEXAS

Jodie E. Stavinoha, County Judge

ATTEST:

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

(SEAL)

A:\FBFCWSC.PHH\COUNTY.RES
04/09/89

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County convened in regular session at a regular term of said Court, open to the public, on the 10th day of April, 1989, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Jodie Stavinoha	County Judge
Bud O'Shieles	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

and all of said persons being present except _____.

Whereupon, among other business, the following was transacted at said meeting.

RESOLUTION APPROVING ISSUANCE OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION REVENUE BONDS, SERIES 1989; LEVYING AND PLEDGING A TAX FOR THE PAYMENT THEREOF; AUTHORIZING AN AGREEMENT RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

The resolution was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

AYES: 5
NOES: 0

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

FORT BEND COUNTY, TEXAS

RESOLUTION APPROVING ISSUANCE OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION REVENUE BONDS, SERIES 1989; LEVYING AND PLEDGING A TAX FOR THE PAYMENT THEREOF; AUTHORIZING AN AGREEMENT RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), as the governing body of Fort Bend County, Texas, duly created by resolution adopted on February 23, 1987, the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to provide financing of flood control and drainage improvements in Fort Bend County, Texas, pursuant to Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"); and

WHEREAS, the Corporation intends to issue revenue bonds and to (i) acquire, construct and maintain with the proceeds of such bonds certain flood control facilities and drainage improvements which will be located in and along the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds in Fort Bend County, Texas (the "Project"), for the benefit of the County and the Fort Bend County Drainage District and (ii) provide for payment of the principal of and premium, if any, and interest on such bonds with revenues to be derived from the sale of the Project to the County, and the provision of certain services to the Fort Bend County Drainage District, all in accordance with the provisions of the Act and Texas Local Government Code, Section 402.014 (Vernon 1988); and

WHEREAS, the Commissioners Court has determined that there is substantial need for the Project, and that the public purpose of the Corporation and the Act would be furthered by the action of the Commissioners Court in approving such Project and bonds; and

WHEREAS, the Commissioners Court has been presented with and examined proposed forms of a trust indenture and an agreement, as well as a resolution of the Corporation authorizing the issuance of the Corporation's bonds, and the Commissioners Court finds the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete; NOW, THEREFORE,

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

SECTION 1. APPROVAL OF CORPORATION. The Commissioners Court hereby ratifies and approves all actions taken in connection with the creation and organization of the Corporation, including the adoption of a "Resolution Authorizing the Creation of Fort Bend Flood Control Water

Supply Corporation; Approving the Articles of Incorporation Thereof; and Containing Other Provisions Relating Thereto," on February 23, 1987.

SECTION 2. APPROVAL OF CORPORATION RESOLUTION. The Commissioners Court hereby approves the Corporation's "Resolution Authorizing the Issuance of the Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989; Awarding the Sale Thereof; Approving the Form and Substance of a Trust Indenture and Agreement; and Containing Other Matters Relating to the Subject," adopted by the Corporation on April 10, 1989, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. APPROVAL OF ISSUANCE OF BONDS AND TRUST INDENTURE. The Commissioners Court hereby approves the issuance of the Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989 (the "Bonds"), and the trust indenture between the Corporation and First City, Texas-Houston, N.A., as Trustee, in substantially the form attached hereto as Exhibit "B" relating to the issuance of and security for the Bonds.

SECTION 4. AUTHORIZATION OF AGREEMENT. The Commissioners Court hereby approves an agreement substantially in the form of the Agreement dated as of April 1, 1989, attached hereto as Exhibit "C." The Commissioners Court, by a majority vote of its members, at a regular meeting, hereby approves the form, terms and provisions of said Agreement between the Corporation and the District and authorizes the County Judge to execute and deliver the Agreement and the County Clerk to attest thereto with such changes and modifications as may be approved by the County Judge, such approval to be evidenced by his execution thereof.

SECTION 5. TAX LEVY AND PLEDGE. The Bonds are being issued by the Corporation on behalf of the County to finance the Project. In accordance with the Agreement, the Corporation shall transfer full title and ownership of portions of the Project to the County upon completion. The County has covenanted in the Agreement to make periodic payments of the purchase price for the Project in the amounts equal to the principal and interest as it accrues on the Bonds and any related paying agent fees and certain other specified obligations (the "Contractual Obligation"), less any amount of Pledged Revenues (as defined in the Agreement) paid to the Trustee by the Fort Bend County Drainage District for deposit to the Revenue Fund. In order to provide for the payment of the County's Contractual Obligation, the Commissioners Court hereby establishes a special fund, to be designated as the "Fort Bend Flood Control Water Supply Corporation Bond Fund," (the "Bond Fund") and the proceeds from all taxes levied, assessed and collected for and on account of the Contractual Obligation of the

County contained in and authorized by this Resolution shall be credited to such Fund. While such Contractual Obligation remains unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, at the same time as other County taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the County sufficient to pay such Contractual Obligation of the County as the same becomes due and to provide and maintain a sinking fund of not less that two percent of the principal amount of the Contractual Obligation or the amount required to pay each installment of the Contractual Obligation as the same becomes due, whichever is greater, full allowance being made for delinquencies and costs of collection. Said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Contractual Obligation and to no other purpose.

In setting its tax rate each year in order to collect the amount necessary to meet its Contractual Obligation, the County shall consider a certification by the County Treasurer, as to the amount of impact fee proceeds and investment earnings thereon which are on deposit in the Revenue Fund or which are in the process of collection. The County Treasurer is hereby authorized and directed to make such certification. However, the obligation to pay the Contractual Obligation is absolute and any error in judgment or calculation in making the aforesaid calculations shall not mitigate the County's Contractual Obligation.

To the extent that funds are not otherwise available to pay the interest maturing on the Bonds on September 1, 1989, there is hereby appropriated from current funds which are lawfully available for such purpose, an amount sufficient to pay such interest and such amount shall be used for no other purpose.

SECTION 6. ACCEPTANCE OF TITLE TO PROJECT. The County agrees to accept title to the Project financed with the proceeds of the Bonds, including any additions to the Project, upon completion of the acquisition and construction thereof in accordance with the Agreement, or when the Bonds and the Contractual Obligation are discharged, whichever is earlier.

SECTION 7. FURTHER ACTIONS. The County Judge, County Auditor, Commissioners Court, County Clerk and the other officials of the Commissioners Court are hereby authorized, jointly and severally, to execute and deliver such contracts, endorsements, instruments, certificates, documents or papers necessary and advisable and to take such actions as are necessary to carry out the intent and purposes of this Resolution.

SECTION 8. OPEN MEETING. Sufficient written notice of the date, hour, place and subject of the meeting of the Corporation at which this Resolution was adopted was posted for the time required by law preceding this meeting and such meeting was open to the public as required by law and at all times during which this Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Texas Civil Statutes Annotated, Article 6252-17, as amended.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect and be in full force and effect upon and after its passage.

Passed and approved this 10th day of April, 1989.

FORT BEND COUNTY, TEXAS

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson

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

(SEAL)

A:\FBFCWSC.PHH\COUNTY.RES
04/09/89

EXHIBIT "A"

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

RESOLUTION AUTHORIZING THE ISSUANCE OF THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION REVENUE BONDS, SERIES 1989; AWARDING THE SALE THEREOF; APPROVING THE FORM AND SUBSTANCE OF A TRUST INDENTURE AND AGREEMENT; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to and in accordance with Article 1434a, Vernon's Texas Civil Statutes, as amended (the "Act"), the Fort Bend Flood Control Water Supply Corporation (the "Corporation") intends to issue revenue bonds and to finance, with the proceeds thereof, the acquisition, construction and maintenance of certain flood control and drainage improvements to be located in and along the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds in Fort Bend County, Texas (the "Project") for the benefit of Fort Bend County, Texas (the "County") and the Fort Bend County Drainage District (the "District"); and

WHEREAS, the Corporation now desires to (i) authorize the issuance of its $20,325,000 Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989, (the "Bonds") pursuant to the terms and provisions of a trust indenture, (ii) provide for the sale of such Bonds to the Texas Water Development Board, (iii) provide, pursuant to Texas Local Government Code, Section 402.014 (Vernon 1988), for the payment of the principal of and premium, if any, and interest on such Bonds with revenues derived from the sale to the County of the Project and the providing of services to the District pursuant to the terms and provisions of an agreement between the Corporation, the County and the District, and (iv) take and authorize certain other actions in connection with the foregoing; and

WHEREAS, the Board of Directors of the Corporation (the "Board") has been presented with and has examined proposed forms of a trust indenture and an agreement, and the Board finds the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution; and

WHEREAS, the Board finds that it is in the best interest of the public and the Corporation to enter into such documents and that the public purpose of the Corporation and of the Act is furthered by the actions of the Board in authorizing the sale and issuance of the Bonds and the execution and delivery of such documents; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION THAT:

SECTION 1: FINDINGS AND DETERMINATIONS. It is hereby officially found and determined that the facts and recitations contained in the preamble of this Resolution are true and correct.

SECTION 2: AUTHORIZATION OF BONDS. The Corporation hereby authorizes and directs the issuance of the Bonds in accordance with a trust indenture substantially in the form of the Trust Indenture dated as of April 1, 1989, by and between the Corporation and First City, Texas-Houston, N.A., Houston, Texas, as Trustee (the "Trustee"), attached hereto as Exhibit "A" and incorporated herein. The form, terms and provisions of such Trust Indenture and Bonds being hereby authorized and approved, the President of the Board is hereby authorized and directed to execute and deliver such Trust Indenture on behalf of the Corporation, and the Secretary/Treasurer of the Board is hereby authorized to attest thereto and affix the Corporation's seal, with such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by such execution thereof.

SECTION 3: SALE OF BONDS. Subject to the unqualified approving opinion as to the legality of the Bonds by the Attorney General of the State of Texas and of Vinson & Elkins, Houston Texas, "Bond Counsel" for the Corporation, the sale of the Bonds is awarded to the Texas Water Development Board at a price of $20,325,000, at interest rates as set forth in the Trust Indenture in accordance with the terms and conditions of this Resolution; and it is hereby found, determined and declared that such sale of the Bonds at such price constitutes the best terms and the best possible price obtainable therefor and that the net effective interest rate on the Bonds is in accordance with the laws of the State of Texas.

SECTION 4: APPROVAL OF AGREEMENT. The sale by the Corporation to the County of the Project shall be effected pursuant to the terms and provisions of an agreement substantially in the form of the Agreement dated as of April 1, 1989 (the "Agreement"), among the Corporation, the County and the District which Agreement, attached hereto as Exhibit "B" and incorporated herein, was presented to the Board. The form, terms and provisions of such Agreement are hereby authorized and approved, and the President of the Board is hereby authorized and directed to execute and deliver such Agreement on behalf of the Corporation, and the Secretary/Treasurer of the Board is hereby authorized to attest thereto and affix the Corporation's seal, with such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by such execution thereof.

Pursuant to and in accordance with the terms of the Agreement, the Corporation's officers are authorized to convey, in one or more conveyances, the Corporation's entire right, title and interest to, and exclusive use and possession of, the Project to the County annually

upon completion of the acquisition, construction and installation of portions of the Project.

SECTION 5: APPROVAL OF COUNTY AND DISTRICT. A copy of this Resolution shall be submitted to the Commissioners Court of Fort Bend County, Texas, as governing body of the County, for approval by the County and to the Commissioners Court of Fort Bend County, Texas, as governing body of the District, for approval by the District.

SECTION 6: APPROVAL BY ATTORNEY GENERAL AND REGISTRATION BY COMPTROLLER. The Corporation's Bond Counsel is hereby authorized to submit a transcript of proceedings in connection with the issuance of the Bonds to the Attorney General of the State of Texas for examination and approval, following which the Bonds shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration.

SECTION 7: AUTHENTICATION AND DELIVERY. After approval of the Bonds by the Attorney General of Texas and registration by the Comptroller of Public Accounts, the Bonds shall be delivered to the Trustee for registration and delivery pursuant to the Trust Indenture.

SECTION 8: APPROVAL OF PAYMENT OF COSTS OF ISSUANCE. The President of the Board of Directors of the Corporation is hereby appointed as the Authorized Officer of the Corporation with full authority to execute requisition certificates for submission to the County for payment of costs of issuance of the Bonds in accordance with Section 3.04 of the Agreement.

SECTION 9: APPOINTMENT OF TRUSTEE. First City, Texas-Houston, N.A., is hereby appointed as Trustee under the Indenture in accordance with the fee scheduled attached hereto as Exhibit "C." The officers of the Board are hereby authorized to enter into any agreement, on such terms as they deem appropriate, with the First City, Texas-Houston, N.A., to effect the purposes of this Resolution.

SECTION 10: BOND PROCEEDS. The County is hereby appointed to manage investment of the proceeds of the Bonds and the Corporation's funds in accordance with the terms of the Agreement.

SECTION 10: SUBMISSION TO SECRETARY OF THE TREASURY. The officers of the Corporation are directed to submit to the Secretary of the Treasury of the United States of America, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement containing the information required by Section 149(e) of the Code.

SECTION 11: FURTHER ACTS AUTHORIZED. The actions and obligations authorized in this Resolution shall be subject to and conditioned upon the receipt by the Corporation, on the date of initial delivery of the Bonds against payment therefor (the "Closing Date"), of

such opinions, evidences, certificates, instruments or other documents as shall be requested by Bond Counsel, to evidence due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by such entities. The officers of the Corporation are authorized to take any and all actions necessary to carry out and consummate the transactions described in the instruments approved hereby or otherwise to give effect to the actions authorized hereby, to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Corporation all certificates, instruments and other documents and papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Bonds to be issued hereunder, as well as the terms and provisions of the Indenture and the Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, instrument, document or other paper.

SECTION 12: OPEN MEETING. Sufficient written notice of the date, hour, place and subject of the meeting of the Corporation at which this Resolution was adopted was posted for the time required by law preceding this meeting and such meeting was open to the public as required by law and at all times during which this Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Texas Civil Statutes Annotated, Article 6252-17, as amended.

SECTION 13: EFFECTIVE DATE. This Resolution shall take effect and be in full force and effect upon and after its passage.

PASSED AND APPROVED this 10th day of April, 1989.

ATTEST:

President, Board of Directors

Secretary/Treasurer

(SEAL)

A:\FBFCWSC.PHH\BONDRES.89
04/09/89

EXHIBIT "B"

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

TO

FIRST CITY, TEXAS-HOUSTON, N.A.
As Trustee

TRUST INDENTURE

securing

$20,325,000
Fort Bend Flood Control Water Supply Corporation
Revenue Bonds, Series 1989

Dated as of

April 1, 1989

Draft: 04/09/89

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Exhibit A - Form of Series 1989 Bond A-1

THIS TRUST INDENTURE (this "Indenture") dated as of April 1, 1989, is between FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION (the "Corporation"), a Texas non-profit corporation organized and existing under the laws of the State of Texas, particularly Art. 1434a, Texas Revised Civil Statutes Annotated, as amended ("Art. 1434a"), and First City, Texas-Houston, N.A., a national banking association, having a place of business in the City of Houston, Texas, as Trustee.

W I T N E S S E T H :

WHEREAS, Art. 1434a authorizes the Corporation to issue revenue bonds for the purpose of financing the acquisition and construction of flood control and drainage facilities and providing flood control and drainage services in connection therewith;

WHEREAS, pursuant to Texas Local Government Code, Sec. 402.014, as amended, ("Sec. 402.014"), the Corporation, Fort Bend County, Texas (the "County"), a body politic and corporate and a political subdivision of the State of Texas, and the Fort Bend County Drainage District (the "District"), a conservation and reclamation district and governmental agency and body politic and corporate and a political subdivision of the State of Texas, have entered into that certain Agreement (the "Agreement") of even date herewith wherein the Corporation has agreed to acquire and construct or cause to be acquired and constructed certain flood control and drainage improvements for the benefit of the County and the District, to convey such improvements to the County, and to perform other services in connection therewith for the benefit of the District;

WHEREAS, the Corporation has determined that the amount necessary to finance the acquisition and construction of the flood control and drainage improvements, including necessary expenses incidental thereto, will require the issuance, sale and delivery of the Corporation's revenue bonds to be designated "Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989" (the "Series 1989 Bonds") in the principal amount of $20,325,000;

WHEREAS, the Corporation also desires to provide for the issuance from time to time in the future of additional series of bonds for the purpose of acquiring and constructing other flood control and drainage projects in the Service Area (as hereinafter defined) or refunding any bonds theretofore issued and outstanding under this Indenture;

WHEREAS, under the Constitution and laws of the State of Texas, the Corporation is authorized to enter into this Indenture, to issue the Series

1989 Bonds as hereinafter provided, to apply the proceeds of the Series 1989 Bonds for the purposes hereinbefore stated, and to do or cause to be done all the acts and things herein provided or required to be done as hereinafter covenanted;

WHEREAS, all things necessary to make the Series 1989 Bonds, when issued, executed and delivered by the Corporation and authenticated by the Trustee, the legal, valid and binding limited obligations of the Corporation and to constitute this Indenture a valid and binding pledge of the revenues derived from the issuance of the Series 1989 Bonds and from the Agreement for the payment of the Corporation's obligations on the Bonds have been performed;

WHEREAS, the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Series 1989 Bonds, subject to the terms hereof, have been in all respects duly authorized;

WHEREAS, the Trustee has accepted the trusts created by this Indenture and in evidence thereof has joined in its execution;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

that in consideration of the premises, of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Series 1989 Bonds by the Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which Bonds (as hereinafter defined) are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, and to secure the payment of all Bonds at any time issued and Outstanding (as hereinafter defined) under this Indenture and the interest thereon according to their tenor, purport and effect, and to secure the performance and observance of all the covenants, agreements and conditions, express or implied, therein and herein contained, the Corporation has executed and delivered this Indenture, and by this Indenture has granted, bargained, conveyed, transferred, assigned, confirmed, set over, and pledged, and does hereby grant, bargain, convey, transfer, assign, confirm, set over, and pledge unto the Trustee, and its successor or successors in trust all in accordance with the terms of this Indenture the following (the "Trust Estate"):

FIRST GRANTING CLAUSE

All rights and interests of the Corporation in, under and pursuant to the Agreement and the present and continuing right under the Agreement to (i) make claim for, collect or cause to be collected, receive or cause to be received all installments of the Purchase Price from the County and Pledged Revenues from the District, and other sums of money payable or receivable thereunder, (ii) to bring acts and proceedings thereunder or for the enforcement thereof and (iii) to do any and all things which the

Corporation is or may become entitled to do under the Agreement; provided that the assignment made by this clause shall not include any assignment of any obligation of the Corporation under the Agreement or any right of the Corporation thereunder for reimbursement of costs and expenses; and

SECOND GRANTING CLAUSE

All rights and interests of the Corporation in and to amounts on deposit from time to time in the Bond Funds created pursuant hereto (other than amounts on deposit in, or required to be deposited in the Rebate Fund), subject to the provisions of this Indenture permitting the application thereof for the purpose and on the terms and conditions set forth herein; and

THIRD GRANTING CLAUSE

All rights and interests of the Corporation in and to any and all other real or personal property of any kind (other than amounts on deposit in, or required to be deposited in the Rebate Fund) from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Bonds, by the Corporation or by anyone on its behalf or with its written consent, or by the Corporation in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST, NEVERTHELESS, for the benefit, security and protection of all and singular the present and future Owners of Bonds issued or to be issued under and secured by this Indenture, without preference, priority or distinction, except as may otherwise be provided herein;

PROVIDED, HOWEVER, that if the Corporation, its successors or assigns, shall well and truly pay, or cause to be paid, or provide for the payment, pursuant to the provisions of this Indenture, of the principal of all Bonds Outstanding under this Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds and this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such performance and payments this Indenture and the rights hereby granted shall cease, determine and be void, as provided in Article XI hereof; otherwise this Indenture is and will remain in full force and effect.

IT IS HEREBY DECLARED, COVENANTED AND AGREED that this Indenture creates a continuing lien on the Trust Estate (except for the items

described in the Second Granting Clause as to which an absolute assignment is made), equally and ratably to secure the payment in full of the Debt Service until Stated Maturity or earlier redemption on all Bonds which may from time to time be Outstanding hereunder, and it is expressly declared that all Bonds issued and secured hereunder are to be issued, authenticated, delivered and dealt with, and all said property hereby granted, bargained, conveyed, transferred, assigned, confirmed, set over and pledged is to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Corporation has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of any Bonds or any part thereof, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. All terms used in this Indenture which are defined in the Agreement have the same meanings in this Indenture (except Exhibit A hereto) which are assigned to such terms in the Agreement. The terms defined in this Article I shall, for all purposes of this Indenture, have the meaning herein specified (except in Exhibit A hereto).

"Accountant" shall mean any certified public accountant or firm of certified public accountants or accounting corporation of recognized experience and qualifications, selected by the District.

"Additional Bonds" shall mean any additional series of bonds, duly authenticated and delivered pursuant to Section 212 of this Indenture.

"Agreement" shall mean the Agreement dated as of the date hereof among the Corporation, the County and the District, as the same may be amended from time to time.

"Annual Debt Service Requirements" means, for any Fiscal Year, the principal of and interest and other Debt Service charges on the Bonds coming due at Stated Maturity or earlier redemption.

"Art. 1434a" is defined in the Preamble to this Indenture.

"Authorized Newspapers" shall mean two newspapers customarily published at least once a day for at least five days (other than legal holidays) in each calendar week, printed in the English language, one of which shall be a financial journal or publication of general circulation in the United States of America and the other a newspaper of general circulation in the City of Richmond, Texas.

"Board" shall mean the Texas Water Development Board and any successor agency as Owner of the Bonds.

"Bondholder" or "Registered Owner" or "Owner" shall mean, with respect to any Bond, the Person appearing on the registration book of the Trustee, as registrar of the Bonds, as the registered holder of such Bond.

"Bond" or "Bonds" shall mean the Series 1989 Bonds and any Additional Bonds issued pursuant to Section 212 of this Indenture.

"Bond Funds" shall mean the Revenue Fund, Debt Service Fund, Rebate Fund and Redemption Fund.

"Bond Register" means the books of registration kept by the Trustee, as registrar for the Bonds, at its principal corporate office.

"Bond Resolution" shall mean the Corporation's resolution adopted by the Governing Body of the Corporation on April 10, 1989, authorizing, among other things, the issuance of the Series 1989 Bonds and the Corporation's execution and delivery of this Indenture and the Agreement.

"Bond Year" shall mean the 12-month period ending on _____ of each year during which any Bonds remain Outstanding.

"Business Day" shall mean any day which is not a Saturday, Sunday or a legal holiday or a day on which banking institutions in the city in which the corporate trust office of the Trustee is located are authorized by law or executive order to close.

"Calculation Date" means the date as of which the calculation of the Rebate Amount is made, which date shall be the last day of each Bond Year and the date upon which the last Bond is retired.

"Certified Resolution" shall mean a copy of a resolution or resolutions certified by the Secretary-Treasurer or an Assistant Secretary-Treasurer of the Governing Body of the Corporation, under its seal, to have been duly adopted by such Governing Body and to be in full force and effect on the date of such certification.

"Construction Fund" shall mean the special fund created under Section 501 of this Indenture.

"Corporation" shall mean the Fort Bend Flood Control Water Supply Corporation, or any entity succeeding to its rights and obligations under the Agreement and this Indenture.

"County Resolution" means the resolution of the County adopted April 10, 1989, approving issuance of the Series 1989 Bonds and levying a tax and pledging such tax for the Purchase Price of the Project.

"Debt Service" means the principal of, and interest on the Bonds.

"Debt Service Fund" shall mean the special fund created under Section 501 of this Indenture.

"Defeasance Obligations" shall mean direct obligations of the United States of America or obligations the payment of which is unconditionally guaranteed by the United States of America or such other securities as are permitted by Article 717k, Texas Revised Civil Statutes Annotated, as amended.

"District" shall mean the Fort Bend County Drainage District and any entity succeeding to its rights and obligations under the Agreement.

"District Resolution" means the resolution of the District adopted April 10, 1989, pledging the Impact Fees to the payment of a portion of the Debt Service on the Series 1989 Bonds.

"Eligible Investments" shall mean securities or other indebtedness of the United States of America, or such other investments in which the County by law is authorized to invest, secured in the same manner as the County's investments are required to be secured.

"Excess Earnings Account" means the special segregated account within the Rebate Fund, established with the Trustee pursuant to Section 507 of this Indenture.

"Excess Earnings Amount" means, as of any Calculation Date, (a) the excess of (i) the aggregate amount earned (computed in accordance with the rules of Section 1.103-15AT(d)(2) of the Regulations) on all Nonpurpose Investments (other than amounts in the Rebate Fund) from the Issue Date to the Calculation Date over (ii) the amount that would have been earned from the Issue Date to the Calculation Date if the Yield on such Nonpurpose Investments had been equal to the actual Yield on the Bonds less (b) any Excess Earnings Amount previously paid to the United States of America as part of the Rebate Amount; provided that in the case that all of the Gross Proceeds are disbursed prior to the date which is six months following the Issue Date, the Excess Earnings Amount shall not include amounts earned on Nonpurpose Investments during the six-month period beginning on the Issue Date; and provided further, that if the aggregate gross earnings (including investment income on such earnings) on Nonpurpose Investments allocated to the Debt Service Fund, or any similar fund, to the extent such fund is a "bona fide debt service fund" (as such term is defined in the Regulations) do not exceed $100,000 in a Bond Year, such gross earnings shall not be taken into account in calculating the Excess Earnings Amount.

"Financing Documents" means this Indenture, the Agreement, the Bond Resolution, the County Resolution and the District Resolution.

"Fiscal Year" shall mean the fiscal year accounting period adopted by the Corporation from time to time which initially shall begin on _____ of such year and end on the last day of _____ of the following calendar year.

"Funds" shall mean the Construction Fund, Redemption Fund, Debt Service Fund, Revenue Fund and Rebate Fund.

"Gross Proceeds" means,

(a) the net amounts after payment of all expenses of issuing the Bonds received by the Corporation as a result of the sale of the Bonds;

(b) all amounts earned from the investment of any proceeds of the Bonds;

(c) transferred proceeds as defined in Section 1.103-14(e)(2)(ii) of the Regulations;

(d) amounts held in the Debt Service Fund, or any similar fund, to the extent that the Corporation reasonably expects to use the fund to pay the Annual Debt Service Requirements;

(e) amounts invested in a reasonably required reserve or replacement fund (as defined in Section 148(d) of the Code);

(f) securities or obligations pledged as security for payment of the Annual Debt Service Requirements by the District (or a "related person" as such term is defined in Section 144(a)(3) of the Code), or the Corporation;

(g) other amounts used to pay Annual Debt Service Requirements; and

(h) other amounts received as a result of investing any of the foregoing.

Notwithstanding the foregoing, Gross Proceeds do not include any amount which is part of a bona fide debt service fund" within the meaning of Section 1.103(b) of the Treasury Regulations.

"Income Account" means the special segregated account within the Rebate Fund, established with the Trustee pursuant to Section 507 of this Indenture.

"Income Amount" means, in the case of any Bond Year as of which the Excess Earnings Amount is positive, that amount of income which is attributable to the lesser of (a) the Excess Earnings Amount as of the Calculation Date for that Bond Year, or (b) the amount by which the Excess Earnings Amount as of the Calculation Date in question exceeds the Excess Earnings Amount as of the Calculation Date for the preceding Bond Year, <u>but in either case only</u> to the extent that such income is earned from the close of the Bond Year in question to the date of transfer of amounts to the Excess Earnings Account required by Section 406 of this Indenture.

"Indenture" shall mean this Indenture and any Supplemental Indenture.

"Interest Payment Date" shall mean each March 1 or September 1, as the case may be, so long as any Bonds are Outstanding under this Indenture, commencing September 1, 1989.

"Investment Earnings" means, with respect to the Series 1989 Bonds,

the income or gain derived from the investment of proceeds received from the sale of the Bonds.

"Maturity" means, with respect to the Bonds, the date on which the principal of such Bond becomes due and payable as therein provided whether at the Stated Maturity thereof or by declaration or acceleration or call for redemption or otherwise.

"Net Proceeds" means the proceeds received from the sale of the Bonds, including accrued interest, if any, plus Investment Earnings, less any amount of such proceeds and Investment Earnings deposited in a reasonably required reserve or replacement fund.

"Nonpurpose Investment" means any "investment property," within the meaning of Section 148(b)(2) of the Code, acquired with Gross Proceeds.

"Original Proceeds" means the proceeds derived by the Corporation from the sale of the Bonds, including accrued interest, if any, plus Investment Earnings and less Costs of Issuance.

"Outstanding" when used with reference to Bonds shall mean as of the date of determination, all Bonds theretofore authenticated and delivered, except: (i) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation; (ii) Bonds for whose payment or prepayment money or Defeasance Obligations in the necessary amount have been deposited with the Trustee in trust for the Owners of the Bonds pursuant to Article XI of this Indenture, provided that, if such bonds are to redeemed, notice of such redemption has been duly given pursuant to this Indenture; and (iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Permitted Encumbrances" shall mean and include (a) liens for taxes or assessments or governmental charges or levies not yet due or delinquent, or which can thereafter be paid without penalty, or which are being contested in good faith by appropriate proceedings; (b) unfiled inchoate mechanics' and materialmen's liens for construction work in progress; (c) workmen's, repairmen's, warehousemen's, carrier's, mechanics', laborer's, materialmen's, supplier's and vendor's liens and other similar liens, if any, arising in the ordinary course of business; (d) any easements, restrictions, mineral, oil, gas and mining rights and reservations, zoning laws and defects in title, if they do not individually or in the aggregate materially impair the use of the Project or materially detract from the value thereof to the occupant of the Project; (e) any lien for the satisfaction and discharge of which a sum of money deemed adequate by the Trustee is on deposit with the Trustee under the Indenture; (f) liens created by or resulting from any litigation or other proceedings, including liens arising out of judgments or awards against the District with respect to which the District is in good faith prosecuting an appeal or proceeding for review, or liens incurred by the District for the purpose of obtaining a stay or discharge in the course of any legal proceedings to

which the District is a party; (g) easements for roads and related appurtenances; (h) liens existing on the date of this Indenture; (i) any other liens of a nature similar to those hereinabove described in clauses (a) through (g) above which do not, in the Opinion of Counsel to the Corporation or the District, materially impair the use of the Project in the operation of the business of the District or the value of the Project; (j) the rights of the Corporation under the Agreement; and (k) this Indenture.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Prohibited Payments" shall mean a payment, or an agreement to pay, to a Person other than the United States of America, an amount that is required to be paid to the United States of America by the Code, by entering into a transaction that reduces or eliminates any Rebate Amount because such transaction results in a lower yield, smaller profit or larger loss than would have resulted if the transaction had been at arm's length and had the yield on any issue of Bonds not been relevant to either party, as more specifically provided in Section 1.103-15AT(d)(6) of the Regulations.

"Rebate Amount" means, as of any Calculation Date, the sum of (a) the Excess Earnings Amount plus (b) the Income Amount plus (c) all amounts on deposit in the Income Account of the Rebate Fund.

"Rebate Fund" means that special fund established with the Trustee pursuant to Section 501 of this Indenture.

"Record Date" shall mean the February 15 preceding any Interest Payment Date occurring on March 1 and the August 15 preceding any Interest Payment Date occurring on September 1.

"Redemption Fund" shall mean the special fund created in Section 501 of this Indenture.

"Revenue Fund" shall mean that special fund created under Section 501 of this Indenture.

"Stated Maturity" shall mean the date specified in such Bond as the fixed date on which the principal or interest of such Bond is due and payable.

"Supplemental Indenture" or "indenture supplemental hereto" shall mean any supplemental or amendatory indenture now or hereafter duly authorized and entered into in accordance with the provisions of this Indenture.

"Trustee" shall initially mean First City, Texas-Houston, N.A., having a place of business in Houston, Texas, and its successors or assigns as Trustee hereunder.

"Yield" means yield as determined in accordance with Section 148(h) of the Code. Yield on the Series 1989 Bonds shall be the yield on the Texas Water Development Board Refunding Bonds, Series 1989.

Section 102. Interpretations. The table of contents and article and section headings of this Indenture are for reference purposes only and shall not affect its interpretations in any respect. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa. Reference to any Financing Document means that Financing Document as amended and supplemented from time to time.

(End of Article I)

ARTICLE II

AUTHORIZATION, DESCRIPTION, MANNER OF EXECUTION, AUTHENTICATION, REGISTRATION AND TRANSFER OF BONDS

Section 201. Limitation on Issuance of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with the provisions of this Article II.

Section 202. Authorization and Purpose of Series 1989 Bonds; Denominations and Interest Rates. There shall be issued under and secured by this Indenture a series of revenue bonds of the Corporation in the aggregate principal amount of $20,325,000 for the purposes of providing funds to: (i) finance the acquisition, construction and maintenance of certain flood control and drainage improvements and certain work and services in connection therewith within the Service Area which will constitute the Project (as defined in the Agreement); (ii) pay approximately _____ months of capitalized interest on the Series 1989 Bonds; and (iii) pay certain incidental costs of issuing the Series 1989 Bonds. Said Bonds shall be designated "Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989," and shall be dated as of April 1, 1989.

The Series 1989 Bonds shall mature and bear interest as follows:

Maturity Date March 1	Principal Amount	Interest Rate
1993	740,000	6.05%
1994	790,000	6.25%
1995	845,000	6.45%
1996	900,000	6.60%
1997	965,000	6.75%
1998	1,030,000	6.90%
1999	1,100,000	7.05%
2000	1,175,000	7.15%
2001	1,255,000	7.25%
2002	1,340,000	7.35%
2003	1,430,000	7.45%
2004	1,530,000	7.50%
2005	1,630,000	7.55%
2006	1,745,000	7.55%
2007	1,860,000	7.55%
2008	1,990,000	7.60%

Section 203. Interest and Principal. Each Series 1989 Bond shall bear interest from the date of delivery to the Board as the initial purchaser of such Series 1989 Bonds until payment of the principal thereof shall have been made or provided for. Interest shall be payable

September 1, 1989, and on each March 1 and September 1, thereafter. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Payment of the interest on each Bond shall be made by the Trustee on each Interest Payment Date to the Person appearing in the Bond Register as the Registered Owner thereof as of the Record Date by check or draft mailed to such Registered Owner at his address as it appears in the Bond Register.

The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof, without deduction for paying agent services.

The principal or Redemption Price on all Bonds shall be payable at the principal corporate trust office of the Trustee, upon presentation and surrender of such Bonds as the same shall become due and payable. The Trustee is hereby appointed paying agent for the Bonds.

Section 204. Form and Numbering of Bonds. All Bonds shall be numbered consecutively from R-1 upwards. The Bonds are issuable in registered form, without coupons, in denominations of $5,000 or any integral multiple thereof. The Series 1989 Bonds shall be in the form set forth in Exhibit "A" hereto, with such appropriate variations, omissions and insertions as may be necessary or appropriate to conform to the provisions of this Indenture. The form of any series of Additional Bonds issued under this Indenture shall be set forth in the Supplemental Indenture under which such Additional Bonds are authorized. All Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Bonds may be listed or any usage or requirement of law with respect thereto. If any Bond is printed, (i) any portion of the text of such Bond may be printed on the back of the Bond with an appropriate reference placed on the Bond, and (ii) any approving opinion with respect to such Bond may be printed thereon. Bonds may be typewritten or lithographed, engraved or printed in any other manner.

The Bonds shall be executed by the President or a Vice President of the Corporation and attested by the Secretary-Treasurer or an Assistant Secretary-Treasurer of the Corporation and the official seal of the Corporation shall be affixed thereto. To the extent permitted by law, such signatures and impression of the seal may be facsimiles with the same force and effect as if such officers had manually signed the Bonds and the seal had been physically impressed. In case any officer whose signature or facsimile shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. Any Bonds may bear the signatures or facsimiles of such Persons as at the actual time of the execution of such Bonds shall be the proper officers to sign such Bonds although at the issuance date of such

Bonds such Persons may not have been such officers. The initial bonds submitted for approval to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced. Bonds issued in exchange therefor shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Bonds, evidenced by their execution thereof.

Section 205. Execution and Delivery of the Series 1989 Bonds. Before the Series 1989 Bonds shall be delivered by the Trustee, there shall be filed with the Trustee the following:

(a) a copy, certified by an officer of the Corporation, of the Bond Resolution, the County Resolution and the District Resolution;

(b) a fully executed counterpart of this Indenture;

(c) a fully executed counterpart of the Agreement;

(d) a written certificate to the Trustee, executed by an Authorized Officer of the Corporation requesting and authorizing the Trustee to deliver the Series 1989 Bonds to the Board upon payment to the Trustee of the aggregate principal amount of the Series 1989 Bonds and to deposit certain amounts in the Debt Service Fund and to the Construction Fund as set forth in such Certificate.

When the documents mentioned in paragraphs (a) to (d), inclusive, of this Section shall have been filed with the Trustee and when the Series 1989 Bonds shall have been executed and authenticated or manually signed by the Comptroller of Public Accounts of the State of Texas, the Trustee shall deliver the Series 1989 Bonds as directed in the certificate mentioned in paragraph (d) of this Section. The Trustee shall be entitled to rely upon the resolutions mentioned in paragraph (a) and the certificate mentioned in paragraph (d) of this Section as to all matters stated therein.

Section 206. Source of Payment for Series 1989 Bonds. The Series 1989 Bonds and the interest thereon shall be special obligations of the Corporation payable solely from (i) the payments made by the County to the Corporation from tax revenues of the County and; (ii) from the Pledged Revenues of the District; and (iii) proceeds of the Series 1989 Bonds deposited with the Trustee upon the issuance of the Series 1989 Bonds.

Section 207. Ownership of Bonds. As to any Bond, the Person in whose name the same shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the Debt Service on any such Bond and the interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authentication of Bonds. No Bond shall be entitled to any right or benefit under this Trust Indenture, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration of the Comptroller of Public Accounts of the State of Texas or his authorized deputy, by manual signature or a certificate of registration manually executed by the Trustee. The Comptroller's Certificate printed on the initial Bond and the certificate of registration of the Trustee printed on the exchange Bonds shall be substantially in the forms provided in Exhibit "A" attached hereto. Either such manually executed certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

Section 209. Registration and Transfer of Bonds. The Trustee shall be the registrar for the Bonds and shall keep the Bond Register for the registration and registration of transfer of Bonds as provided in this Indenture.

The transfer of any Bond may be registered only upon surrender thereof to the Trustee together with an assignment duly executed by the Registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such registration of transfer, the Trustee shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds, registered in the name of the transferee. Such new Bond or Bonds may be in denominations of $5,000 or any integral multiple thereof in an aggregate principal amount equal to the principal amount of such Bond surrendered or exchanged, of the same tenor and maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Corporation shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Trustee. No service charge shall be made for any exchange, but the Registered Owner may be required to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the exchange of such Bond. Neither the Corporation nor the Trustee shall be required to make any such exchange or registration of transfer of Bonds, in the case of any proposed redemption of Bonds, after notice of the redemption of such Bonds or any portion thereof shall have been given pursuant to Article III of this Indenture until after the date set for such redemption.

Section 210. Exchange of Bonds. Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same tenor and maturity, of any denomination or denominations authorized by this Indenture, and bearing interest at the same rate upon surrender of such Bonds at the principal corporate trust office of the Trustee, together with an assignment duly

executed by the Registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee.

Section 211. Mutilated, Destroyed, Stolen or Lost Bonds. In case any Bond secured hereby shall become mutilated or be destroyed, stolen or lost, the Corporation shall cause to be executed, and the Trustee shall authenticate and deliver, a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for any destroyed, stolen or lost Bond. The Registered Owner shall pay the reasonable expenses and charges of the Corporation and the Trustee in connection therewith. In case a Bond is destroyed, stolen or lost, the Registered Owner shall file with the Trustee evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of his ownership thereof, and shall furnish the Corporation and the Trustee indemnity satisfactory to them.

Section 212. Issuance of Additional Bonds. Subsequent to the issuance and delivery of the Series 1989 Bonds, the Corporation reserves the right to issue one or more series of Additional Bonds for the purpose of providing funds to provide additional flood control and drainage improvement projects in the Service Area or for refunding any series of Outstanding Bonds. Such Additional Bonds shall be secured by this Indenture, shall share equally and ratably in the Trust Estate and shall in all ways be on a parity with the Series 1989 Bonds or shall be subordinate in all respects to the Series 1989 Bonds as set forth in the Supplemental Indenture authorizing the issuance of such series of Additional Bonds. The Corporation may execute and deliver to the Trustee, and the Trustee shall thereupon authenticate, such Additional Bonds and deliver them to the purchaser or purchasers thereof, provided that, prior to such delivery there shall have been delivered to the Trustee:

(a) a certificate executed by the President of the Governing Body of the Corporation certifying that the Corporation is not in default under the terms of this Indenture or the Agreement or any supplements or amendments thereto;

(b) A Certified Resolution authorizing such Additional Bonds and the execution and delivery of a Supplemental Indenture providing for the terms and conditions upon which they shall be issued together with a counterpart of such Supplemental Indenture executed by the Corporation and the Trustee;

(c) A Certified Resolution authorizing the execution and delivery of an agreement, effective on or before the date of issuance of such Additional Bonds providing for the payment to be made in an amount sufficient to pay Debt Service on such Additional Bonds; provided, however, that such agreement shall not prejudice the rights of the Owners of Outstanding Bonds as granted them under the terms of this Indenture, together with an executed counterpart of such agreement executed by the Corporation, the County and the District;

(d) A resolution of the Governing Body of the County (i) approving the issuance and delivery of such Additional Bonds, and (ii) certifying that it is not then in default in any material respect under the Agreement;

(e) A resolution of the Governing Body of the District (i) approving the issuance and delivery of such Additional Bonds, and (ii) certifying that it is not then in default in any material respect under the Agreement;

(f) An Opinion of Counsel from nationally recognized bond counsel designated by the Corporation, to the effect that the interest on the Additional Bonds shall be excludable from gross income for federal income tax purposes and the issuance of such Additional Bonds shall not affect the exclusion from gross income of the Owners of the Series 1989 Bonds of the interest on the Series 1989 Bonds;

(g) A request and authorization to the Trustee from the Corporation to authenticate and deliver such Additional Bonds to the purchaser or purchasers therein identified upon payment to the Trustee of the sum specified therein;

(h) Evidence of the approval by the Attorney General of the State of Texas of the issuance of such Additional Bonds and the registration thereof by the Comptroller of Public Accounts of the State of Texas, if required by law; and

(i) So long as it is the Owner of any Bonds, the written consent of the Board to the issuance of such Additional Bonds.

The proceeds of such Additional Bonds shall be deposited with and held and disbursed by the Trustee as provided in the indenture supplemental hereto providing for the issuance of such Additional Bonds.

(End of Article II)

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption. The Series 1989 Bonds maturing on or after March 1, 1999, may be called for redemption at the election of the Corporation with the consent of the County, prior to Stated Maturity on any date beginning March 1, 1998, at a price of par plus accrued interest to the redemption date. With the consent of the Board, Series 1989 Bonds also may be redeemed prior to Stated Maturity as provided in Section 606 of this Indenture at a price of par plus accrued interest to the redemption date. The Corporation shall cooperate fully to effectuate any redemption in accordance with this Indenture.

Section 302. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in whole multiples of $5,000 aggregate principal amount. The Corporation shall direct which Bonds shall be redeemed with the approval of the Board if the Board is then the Owner of any Bonds. If less than all of the Bonds of one Stated Maturity are to be called for redemption, the Trustee shall select by lot, in such manner as the Trustee in its discretion may determine, the Bonds to be redeemed within each Stated Maturity.

Section 303. Redemption Notice. Notice of redemption shall be given by the Trustee, at least 30 days prior to the redemption date by sending notice by certified mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the Bond Register on the 45th day prior to the redemption date. A second notice must be sent to any Registered Owner who has not sent their Bonds in for redemption within 60 days after the redemption date. A notice of advance refunding of any Bonds pursuant to Article XI must be given by the same procedures set forth above upon adoption of the Corporation's resolution to call the Bonds for redemption and again not more than 60 nor less than 30 days prior to the redemption date of such Bonds.

Notices of redemption shall state the complete name of the issue, CUSIP Number, date of issue, interest rate, Stated Maturity, redemption date, the principal amount of the Bonds to be redeemed, and, if less than all of the then Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, redemption price and the place at which the Bonds are to be surrendered for payment and the name of a contact person at such place. Any notice provided in this Section 303 shall be conclusively presumed to have been duly given, whether or not actually received by the Registered Owner.

Section 304. Effect of Calling for Redemption. On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall become and be due and payable at the principal amount

thereof, plus accrued interest to such date. If such money for payment of the Bonds is held by the Trustee in trust for the Registered Owners of Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof so called for redemption shall cease to accrue; such Bonds or portions thereof shall cease to be entitled to any benefits or security under this Indenture or to be deemed Outstanding; and the Registered Owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the principal thereof, plus accrued interest to the date of redemption, and, to the extent provided in Section 305 of this Article, to receive Bonds for any unredeemed portions of Bonds.

Section 305. Redemption of a Portion of Bonds. If a portion of an Outstanding Bond shall be selected for redemption, the Registered Owner thereof or his attorney or legal representative shall present and surrender such Bond to the Trustee for payment. The Corporation shall execute and the Trustee shall authenticate and deliver to or upon the order of such Registered Owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond of the same tenor and Stated Maturity and bearing interest at the same rate.

(End of Article III)

ARTICLE IV

REVENUES AND FUNDS

Section 401. Establishment of Funds. The Corporation hereby establishes with the Trustee the following Bond Funds: the Revenue Fund, the Debt Service Fund, the Rebate Fund and the Redemption Fund.

The money in each of said Bond Funds shall be held in trust and applied as hereinafter provided. Prior to its application, such money shall be assigned to the Trustee for the benefit of the Owners of the Bonds.

In addition, the Fort Bend Flood Control Water Supply Corporation Construction Fund is hereby established in an authorized depository of the County. Under Section 2.05 of the Agreement, the Corporation has appointed the County as its agent to invest and disburse funds from the Construction Fund and to direct the Trustee in the investment of monies in the Bond Funds held by the Trustee.

Section 402. Initial Deposits. The Trustee shall deposit or disburse the proceeds of the sale of the Series 1989 Bonds upon the issuance of such Series 1989 Bonds as specified in the request and authorization of the Corporation to authenticate and deliver the Bonds. Such request and authorization shall be approved by the County Judge.

Section 403. Revenue Fund. The Trustee shall deposit into the Revenue Fund all Pledged Revenues received from the District pursuant to Section 4.06 of the Agreement. The Trustee shall make the following transfers from the Revenue Fund in the following order:

(i) On the first Business Day prior to any March 1, commencing when the capitalized interest deposited in the Debt Service Fund is insufficient to pay the next accruing interest on the Bonds, the Trustee shall transfer to the Debt Service Fund the Pledged Revenues, if any, in the Revenue Fund sufficient to pay the interest accruing on the Bonds on such date, and an amount sufficient to pay principal due on any Bonds if such March 1 is the Stated Maturity date of such Bonds;

(ii) On the first Business Day prior to any September 1, commencing when the capitalized interest deposited in the Debt Service Fund is insufficient to pay the next accruing interest on the Bonds, the Trustee shall transfer to the Debt Service Fund Pledged Revenues, if any, in an amount sufficient to pay the interest accruing on the Bonds on such September 1;

(iii) On March 1 of each year beginning March 1, 1998, when there is excess monies on deposit in the Revenue Fund after the aforesaid Debt Service payments have been made, the Trustee shall, if directed

by the Corporation, transfer such excess monies to the Redemption Fund for the purpose of redeeming Bonds, in advance of their Stated Maturity as provided in Article III.

Section 404. Debt Service Fund. Money in the Debt Service Fund shall be used solely for the payment of Debt Service on the Outstanding Bonds. On the tenth day preceding each Interest Payment Date, the Trustee shall notify the County Treasurer as to the amount of money which it will require from the County to pay the next maturing Debt Service on the Bonds. The County shall transfer such amount to the Trustee on or before the Business Day prior to such Interest Payment Date. The Trustee shall deposit all amounts received from the County in the Debt Service Fund. The County shall only be required to deposit such Debt Service net of the amounts paid by the District pursuant to Section 403.

Section 405. Redemption Fund. Funds deposited into the Redemption Fund pursuant to Sections 403(iii) or 407 of this Indenture or Sections 4.03 or 2.08 of the Agreement shall be used solely for the purpose of redeeming Bonds prior to their Stated Maturity. If on the 45th day prior to any Interest Payment Date, there is $5,000 or any integral multiple thereof on deposit in the Redemption Fund, the Trustee shall apply such amounts to the redemption of Bonds, pursuant to the provisions of Article III of this Indenture.

Section 406. Rebate Fund. (a) Not more than 30 days following the end of each Bond Year and within 60 days after retirement of all of the Bonds, the Corporation shall determine, or cause to be determined, the Excess Earnings Amount as of the most recent Calculation Date and the applicable Income Amount. Following such determination, the Corporation shall promptly direct the Trustee in writing to take one or more of the following actions:

(i) if the amount on deposit as of such Calculation Date in the Excess Earnings Account is less than the Excess Earnings Amount as of such Calculation Date, deposit to the Excess Earnings Account moneys in an amount calculated by the Corporation as being sufficient to cause the amount on deposit in the Excess Earnings Account to be equal to the Excess Earnings Amount as of such Calculation Date; or

(ii) if the amount on deposit in the Excess Earnings Account is greater than the Excess Earnings Amount as of such Calculation Date, transfer the amount of such excess to the Debt Service Fund; and

(iii) deposit the Income Amount to the Income Account.

In order to make the deposits required by Section 406(a)(i) and Section 406(a)(iii) above, the Trustee shall, at the written direction of the District, promptly either (A) transfer moneys from any Bond Fund to the appropriate account of the Rebate Fund or (B) deposit amounts received from the County as required by Section 7.05 of the Agreement to the

appropriate account of the Rebate Fund. All income earned on amounts on deposit in the Excess Earnings Account shall be deposited, as received, to the Income Account. All income earned on amounts on deposit in the Income Account shall be retained in the Income Account. In making the determination of the Excess Earnings Amount, the Income Amount and the Rebate Amount, the County may rely upon an Opinion of Counsel from nationally recognized bond counsel, or certified public accountants nationally recognized as having expertise with respect to such matters, to the effect that the method of calculation utilized by the District complies with the applicable provisions of the Code and the Regulations.

(b) At any relevant date, if then required by reason of Section 148(f) of the Code, the Trustee, but not later than the fifth anniversary of the date of issuance of the Bonds, on behalf of the Corporation shall, at the written direction of the District, remit to the United States Treasury, in such manner as may be required or permitted by the Code and the Regulations (including, without limitation, the information return filed pursuant to section 149(e) of the Code), such amounts as are deposited in the Rebate Fund so that the interest on the Bonds will not be includable in gross income for federal income tax purposes.

(c) Records of the determinations with respect to the Rebate Amount and the Rebate Fund shall be retained by the County acting on behalf of the Corporation until 6 years after the retirement of all of the Bonds.

Section 407. Construction Fund. Amounts in the Construction Fund shall be used solely to pay Project Costs and Costs of Issuance. Money in the Construction Fund shall be paid on receipt of a requisition certificate in substantially the form provided in Section 2.05 of the Agreement. Pursuant to Section 2.08 of the Agreement, but subject to Section 606 of this Indenture, upon completion of construction of the Project, the County shall transfer any amount on deposit in the Construction Fund to the Trustee for deposit to the Redemption Fund for the purpose of redeeming Bonds.

Section 408. Money Held in Trust; Unclaimed Monies. All money in the Bond Funds shall be held in trust for the Owners of the Bonds. Any money that is set aside or deposited in any Fund and that remains unclaimed by the Owners of any Bonds shall be disposed of by the Trustee pursuant to Title 6, Texas Property Code, as amended. The Trustee shall observe the reporting requirements of Texas Property Code, Chapter 74, as amended.

Section 409. Cancellation of Bonds. Except as otherwise provided in this Indenture, all Bonds paid, redeemed or purchased, either at or before Stated Maturity, shall be delivered to the Trustee when such payment, redemption or purchase is made, and such Bonds shall be cancelled. The Trustee shall certify to the Corporation the details of all Bonds so cancelled.

Section 410. Disposition of Bond Fund Balances. After provision shall be made for the payment of all Outstanding Bonds issued under this Indenture, including the interest thereon, and for the payment of all other obligations, expenses and charges required to be paid under or in connection with this Indenture and the Agreement, including any applicable Rebate Amount, and assuming the existence of no other indentures or other agreements imposing a continuing lien on the balances hereinafter mentioned, the Trustee shall pay, as an overpayment of the Purchase Price, all amounts in any Bond Fund then held by it under this Indenture to the County.

(End of Article IV)

ARTICLE V

DEPOSITORIES OF MONEY, SECURITY FOR DEPOSITS, INVESTMENT OF FUNDS, AND TAX COVENANTS

Section 501. Investment of Money. Money held for the credit of all Funds shall be continuously invested and reinvested in Eligible Investments to the extent practicable. Any such Eligible Investments shall mature not later than the respective dates when the money held for the credit of such Funds will be required for the purposes intended. No Eligible Investments in any Fund may mature beyond the latest Stated Maturity of any Bonds Outstanding at the time such Eligible Investments are deposited.

The County Treasurer may at any time give to the Trustee written directions respecting the investment of any money required to be invested in the Bond Funds, subject, however, to the provisions of this Article. The Trustee shall then invest such money under this Section as so directed by the County Treasurer. The Trustee may request in writing direction or authorization of the County Treasurer with respect to the proposed investment of money under the provisions of this Indenture. Upon receipt of such request, accompanied by a memorandum setting forth the details of any proposed investment, the County Treasurer will either approve such proposed investment or will give written directions to the Trustee respecting the investment of such money. In the case of such directions, the Trustee shall then, subject to the provisions of this Article, invest such money in accordance with such directions. The Trustee may conclusively assume that any investment of funds made in Eligible Investments is permitted by applicable law until notified in writing to the contrary by the County Treasurer; provided, however, that the County Treasurer shall not be deemed to have actual or constructive knowledge of applicable laws relating to investments and shall be under no obligation to notify the Trustee of any such violation of applicable law unless the County Treasurer has actual knowledge of such violation.

Eligible Investments acquired with money and credited to any Bond Fund shall be held by or under the control of the Trustee. Such Eligible Investments shall be deemed at all times to be part of such Fund in which such money was originally held, and the interest accruing thereon and any profit or loss realized upon the disposition or maturity of such investment shall be credited to or charged against such Bond Fund. The Trustee shall sell at the best price reasonably obtainable with due diligence, or reduce to cash a sufficient amount of such Eligible Investments whenever it shall be necessary so to do in order to provide moneys to make any payment or transfer of moneys from any such Bond Fund. The Trustee shall not be liable or responsible for any loss resulting from any such investment.

Whenever a payment or transfer of money between two or more of the Funds established pursuant to Article IV of this Indenture is permitted or required, such payment or transfer may be made in whole or in part by

transfer of one or more Eligible Investments at a value determined in accordance with this Article V, provided that the Eligible Investments transferred are those in which money of the receiving Fund could be invested at the date of such transfer.

Section 502. Valuation. For the purpose of determining the amount on deposit to the credit of any Fund, obligations in which money in such Fund shall have been invested shall be valued at current market value no less frequently than the last Business Day of the Corporation's Fiscal Year.

Section 503. Tax Covenants. (a) The Corporation agrees that until final payment of the Bonds, money on deposit in any Fund maintained in connection with the Bonds over which the Corporation has actual control, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations. The Corporation shall observe and not violate the requirements of the Code and the Regulations; provided, however, that the Corporation shall have no affirmative obligation to do any act or refrain from any act without the written direction of the Trustee or the County. In the event the Corporation has received an Opinion of Counsel, who shall be nationally recognized bond counsel, to the effect that it is necessary to restrict or limit the Yield on the investment of moneys held by the Trustee pursuant to this Indenture, or to use such moneys in any certain manner to avoid the Bonds being considered "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations, the Corporation at the direction of the County shall deliver to the Trustee a written certificate to such effect and appropriate instructions, in which event the Trustee shall take such action as is necessary to restrict or limit the Yield on such investment or to use such moneys in accordance with such certificate and instructions, without regard to whether the Trustee shares such opinion; provided, however, that the Corporation shall be under no duty and shall have no obligation to determine any of the above or to request such Opinion of Counsel, who shall be nationally recognized bond counsel; and (b) the Corporation shall not use or permit the use of any proceeds of Bonds or any other funds of the Corporation, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Bonds being treated other than as (i) an obligation described in Section 103(a) of the Code and (ii) an issue which is not an issue of private activity bonds described in Section 141 of the Code and (c) the Corporation will not use any portion of the proceeds of the Bonds, including all Investment Earnings, directly or indirectly, to make or finance loans to Persons who are not Exempt Persons. Unless the Corporation shall have received an Opinion of Counsel, who shall be nationally recognized bond counsel, to the contrary effect, for purposes of the preceding sentence, a loan to a tax-exempt organization does not constitute a loan to an Exempt Person.

The Trustee and the Corporation shall not be liable for any loss that might result in the event of violation of the provisions of this Section 503 in any instance when they have acted on written instructions of the District or they have not acted due to the lack of written instructions of the District to so act.

Section 504. Prohibited Payments. To the extent necessary to preserve the exclusion from gross income of the interest on the Bonds for federal income tax purposes, neither the Trustee nor the Corporation shall make, or enter into any agreement to make, a Prohibited Payment. In determining whether any amount is a Prohibited Payment, the Trustee and the Corporation may rely on an Opinion of Counsel from nationally recognized bond counsel.

Section 505. Change in Regulations. The covenants and agreements contained in Sections 406, 503 and 504 of this Indenture are intended to assure compliance with the Code, and with Section 1.103-15AT of the Regulations (the "Temporary Regulations") to the extent made applicable by the Code. In the event the Temporary Regulations are hereafter modified, or final Regulations are promulgated in substitution for such Temporary Regulations, and such modifications or such final Regulations modify or delete any element of the Temporary Regulations which are reflected in the covenants contained in such Sections, the Trustee and the Corporation shall be relieved of their obligation to comply with such covenants to the extent of such modification or deletion to the extent set out in an Opinion of Counsel, who shall be nationally recognized bond counsel. In the event such modifications or final Regulations impose additional requirements which are applicable to the Bonds, the Trustee and the Corporation hereby agree to comply with the provisions of the Temporary Regulations, as modified, or with such final Regulations to the extent set out in an Opinion of Counsel. Further, in the event that, in the Opinion of Counsel, failure to comply with all or a specified portion of such covenants will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes, the Trustee and the Corporation shall be relieved of their obligations to comply with such covenants to the extent set out in such Opinion of Counsel.

Section 506. Annual Audit. Not later than 180 days after the end of each Fiscal Year, the Corporation shall cause to be supplied to the Board, so long as any Bonds are Outstanding and it is the Owner of any Bonds, an annual audit of its financial affairs for such Fiscal Year prepared by a certified public accountant or a licensed public accountant.

(End of Article V)

ARTICLE VI

COVENANTS AND REPRESENTATIONS

Section 601. Payment of Principal and Interest. The Corporation covenants that it will promptly pay the Debt Service on each Bond issued under this Indenture at the place, on the dates, from the Funds and in the manner provided herein and in said Bonds. Notwithstanding the aforesaid, however, the Bonds and the other expense reimbursement obligations of the Corporation provided for herein shall be limited obligations of the Corporation and shall be payable by the Corporation solely out of the revenues derived from or in connection with the Agreement and in certain events, as provided herein, out of amounts attributable to Bond proceeds or amounts obtained through the exercise of certain remedies provided herein.

Section 602. Maintenance and Improvement of Project. The Corporation shall use its best efforts to maintain or cause the District to maintain, preserve and keep the Project, with the appurtenances and every part and parcel thereof, in good condition, in accordance with the requirements of the Agreement.

Section 603. Payments by the County and the District. So long as any of the Bonds are Outstanding, the Corporation shall use its best efforts to require the County and the District to pay all of the pledged taxes and the Pledged Revenues to the Trustee and other costs and charges payable by the County and the District under the Agreement.

Section 604. Permitted Encumbrances. Except for Permitted Encumbrances and as otherwise permitted in this Indenture, the Corporation shall not sell, lease or otherwise dispose of or encumber the Project or any of the revenues derived therefrom. The Corporation shall use its best efforts to cause the County to pay or provide for any lien or judgment constituting a non-permitted lien on any part of the Project.

Section 605. Covenant to Comply with Board Rules. The Corporation agrees to comply with all applicable rules and regulations of the Board, including but not limited to Chapters 15, 16 and 17, Texas Water Code, as amended. The Corporation shall cause the District to supply to the Board quarterly reports on all Impact Fees collected in the Service Area.

Section 606. Final Accounting to Board. The Corporation covenants and agrees that upon completion of the Project, the Corporation shall render due and final accounting to the Board of the use of proceeds of the Series 1989 Bonds. If, following completion of the Project, funds remain on hand in the Construction Fund, or if the Development Fund Manager disapproves construction of any portion of the Project as not being in accordance with the Plans and Specifications, the Corporation shall, immediately after filing the final accounting, return to the Board the amount of such excess and/or the cost as determined by the Development Fund Manager relating to the parts of the Project not constructed in accordance

with the Plans and Specifications to the nearest multiple of $5,000 for the redemption of Series 1989 Bonds, and the Board shall thereupon cancel and return, in inverse numerical order, a like amount of the Series 1989 Bonds. Such amounts remaining in the District's Construction Fund thereafter shall be promptly deposited by the District into the Redemption Fund and applied solely to the payment of the principal of and interest on the Series 1989 Bonds called for redemption. Upon acquisition and completion of construction of the Project, the Corporation agrees to provide to the Initial Purchaser "as built" plans of the Project as required by the rules, regulations and policies of the Board, and the Corporation agrees to provide such "as built" plans prior to or in connection with its final accounting.

Section 607. Maintenance of Corporation. So long as any of the Bonds remain outstanding, the Corporation shall maintain its corporate existence as a Texas non-profit corporation.

(End of Article VI)

ARTICLE VII

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 701. Events of Default. If any of the following events occur it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the Corporation to pay when due the interest on or principal of any Bond, whether at the Stated Maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof, by declaration or otherwise;

(b) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Corporation contained in this Indenture or in the Bonds, and the continuance thereof for a period of 60 days after written notice given by the Trustee or by the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

(c) Failure of the Corporation, the District or the County to perform any of its obligations under the Agreement, and the continuance thereof for a period of 60 days after written notice given by the Trustee or by the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

The term "default" shall mean the events specified in clauses (a), (b) and (c) above, exclusive of any period of grace and irrespective of the giving of any written notice pursuant to this Indenture or the Agreement.

Section 702. Enforcement of Remedies. Upon the happening of any Event of Default specified in Section 701 of this Article, the Trustee shall have the power to, but unless requested in writing by the Owners of 25% in aggregate principal amount of the Bonds then Outstanding and furnished with reasonable security and indemnity shall be under no obligation to, subject to the provisions of Section 802 of this Indenture, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under this Indenture by any acts which may be unlawful or in violation of this Indenture and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interests of the Bondholders.

In the enforcement of any remedy under this Indenture, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then due from the Corporation for principal, interest or otherwise under any of the provisions of this Indenture or of the Bonds. In addition, the Trustee shall be entitled to interest on overdue payments of

principal at the rate or rates of interest payable on any Bonds Outstanding and all costs and expenses of collection and of all proceedings hereunder. The Trustee may take any such action without prejudice to any other right or remedy of the Trustee or of the Registered Owners and may recover and enforce any judgment or decree against the Corporation, but solely from the sources described in Section 601 of this Indenture.

Section 703. Pro-Rata Application of Funds. Anything in this Indenture to the contrary notwithstanding, if at any time the money in the Debt Service Fund shall not be sufficient to pay the interest on or the principal of the Bonds as the same shall become due and payable, such money, together with any money then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Indenture, or otherwise, shall, after payment of any unpaid compensation of the Trustee or any paying agent for services rendered hereunder, or for expenses or advances of every kind and character reasonably made or incurred by the Trustee in connection herewith, including, but not limited to counsels' fees and expenses, be applied as follows:

first: to the payment to the Registered Owners entitled thereto of all installments of interest on Bonds then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably according to the amounts due on such installment, to the Registered Owners entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in such Bonds; and

second: to the payment to the Registered Owners entitled thereto of the unpaid principal of any Bonds that shall have become due and payable (other than Bonds called for redemption for the payment of which money is held pursuant to the provisions of this Indenture), in the order of their due dates and, if the amount available shall not be sufficient to pay in full the principal of Bonds, due and payable on any particular date, then to the payment ratably according to the amount of such principal due, to the Registered Owners entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of Bonds, to the purchase and retirement of Bonds, and to the redemption of Bonds, all in accordance with the provisions of Article III of this Indenture.

Whenever money is to be applied by the Trustee pursuant to the provisions of this Section, such money shall be applied by the Trustee at such times and from time to time, as the Trustee in its sole discretion shall determine. If the Trustee has due regard for the amount of such money available for such application and the likelihood of additional money becoming available for such application in the future; the setting aside of

such money, in trust for the proper purpose shall constitute proper application by the Trustee. In such case, the Trustee shall incur no liability whatsoever to the Corporation, to any Registered Owner or to any other Person for any delay in applying any such money so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such money, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to the Registered Owner of any Bonds until such Bonds shall be surrendered to the Trustee for appropriate endorsement, or for cancellation if fully paid.

Section 704. Effect of Discontinuance of Proceedings. If any proceeding taken on account of any Event of Default shall have been discontinued or abandoned for any reason, then and in every such case, the Corporation, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder, respectively. All rights, remedies, powers and duties of the Trustee shall continue as though no proceeding had been taken.

Section 705. Control of Proceedings by Registered Owners. Anything in this Indenture to the contrary notwithstanding, the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder. However, such direction shall be in accordance with law and the provisions of this Indenture.

Section 706. Restrictions Upon Actions by Individual Registered Owners. Except as provided in Section 712 of this Indenture, no Registered Owner shall have any right to institute any suit, action or proceeding in equity or at law on any Bond or for the execution of any trust hereunder or for any other remedy hereunder unless such Registered Owner previously shall have given to the Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted. In addition, the necessary percentage of Registered Owners shall have made a written request of the Trustee after the right to exercise such powers or right of action as the case may be, shall have accrued, and the Trustee shall have been afforded a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceedings in its or their name. Also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to

comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or to any other remedy hereunder. Notwithstanding the foregoing provisions of this Section and without complying therewith, the Registered Owners of not less than a majority in aggregate principal amount of Bonds then Outstanding may institute any such suit, action or proceeding in their own names for the benefit of all Registered Owners of Bonds hereunder. It is understood and intended that, except as otherwise above provided, no one or more Registered Owners shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder except in the manner provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and that any individual rights of action or other right given to one or more of such Registered Owners by law are restricted by this Indenture to the rights and remedies herein provided.

Section 707. Appointment of a Receiver of the Corporation. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Registered Owners under this Indenture, the Trustee shall be entitled, as a matter of right to the appointment of a receiver or receivers of the Corporation.

Section 708. Enforcement of Rights of Action. All rights of action (including the right to file proof of claim) under this Indenture or under any Bonds may be enforced by the Trustee without the possession of any Bonds or the production thereof in any proceedings relating thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Registered Owners hereby secured, and any recovery of judgment shall be for the equal benefit of the Registered Owners.

Section 709. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Registered Owners is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

Section 710. Delay Not a Waiver. No delay or omission by the Trustee or of any Registered Owner in the exercise of any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power or remedy given by this Indenture to the Trustee and to the Registered Owners may be exercised from time to time and as often as may be deemed expedient.

The Trustee may, and upon written request of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding shall, waive any default which in its opinion shall have been remedied before the entry of final judgment or decrees in any suit, action or proceeding instituted by it under the provisions of this Indenture or before the completion of the enforcement of any rights and remedies provided for herein; provided, however, that no such waiver shall extend to any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 711. Notice of Default. The Trustee shall mail to all Registered Owners at their addresses as they appear on the Bond Register written notice of the occurrence of any Event of Default set forth in Section 701 of this Article within 30 days after the Trustee shall have notice of the same, pursuant to the provisions of Section 708 of this Indenture, unless such Event of Default shall have been remedied before the giving of such notice. However, the Trustee shall not be subject to any liability to any Registered Owner by reason of its failure to mail any such notice.

Section 712. Unconditional Right of Registered Owners to Receive Principal and Interest. Notwithstanding any other provision of this Indenture, the Owner of any Bond shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest on such Bond at the respective Stated Maturity expressed in such Bond (or in the case of redemption, the redemption date) and to institute suit for the enforcement of any such payment and such right shall not be impaired without the consent of such Owner.

(End of Article VII)

ARTICLE VIII

CONCERNING THE TRUSTEE

Section 801. Acceptance of Duties. The Trustee, by execution hereof, accepts and agrees to fulfill the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth in this Article and subject to the provisions of this Indenture, to all of which the Corporation and the respective Registered Owners agree. Prior to the occurrence of any Event of Default (of which the Trustee is deemed to have knowledge under Section 808 hereof) and after the curing of all such Events of Default that may have occurred, the Trustee shall perform such duties and only such duties of the Trustee as are specifically set forth in this Indenture. During the existence of any such Event of Default that has not been cured, the Trustee shall exercise any of the rights and powers vested in it by this Indenture. At all times subsequent to and during the continuance of an Event of Default, the Trustee shall use the same degree of care and skill in the exercise of such duties as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Indenture, any Bond, or the Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(a) prior to any Event of Default hereunder (of which the Trustee is deemed to have knowledge under Section 808 hereof) and after the curing of any other Events of Default that may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture and the Agreement, and the Trustee shall not be liable except for the performance of such duties and obligations of the Trustee as are specifically set forth in this Indenture and the Agreement, and no implied covenants or obligations shall be read into this Indenture or the Agreement against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the accuracy of the statements and the correctness of the opinions expressed therein, upon any instructions, directions, certificate or opinion furnished to it conforming to the requirements of this Indenture, but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Indenture and the Agreement; and

(b) at all times, regardless of whether or not any such Event of Default shall exist:

(1) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(2) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Registered Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any power conferred upon the Trustee under this Indenture and the Agreement; provided, in the event the Trustee shall receive inconsistent or conflicting requests and indemnity from two or more groups of Registered Owners of the Bonds, each representing less than a majority of the aggregate principal amount of the Bonds then Outstanding, the Trustee in its sole discretion may determine what actions, if any, shall be taken;

(3) the Trustee shall not be liable for any interest on any funds held uninvested hereunder, except as it may otherwise specifically agree in writing; and

(4) the permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee.

None of the provisions contained in this Indenture or the Agreement shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

Section 802. Indemnification of Trustee as Condition for Remedial Action. The Trustee shall be under no obligation to institute any suit or to take any remedial proceeding under this Indenture or the Agreement, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of any of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. The Trustee nevertheless may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case the Corporation, at the request of the Trustee, shall reimburse the Trustee from the revenues of the Corporation derived from payments under the Agreement for all costs, expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the

Corporation shall fail to make such reimbursement, the Trustee may reimburse itself from any money in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 803. Limitations on Obligations and Responsibilities of Trustee. The Trustee shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Corporation, the County or the District, or to report, or make or file claims or proof of loss for, any loss or damage insured against or that may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made. Except as to the acceptance of the trusts by its execution of this Indenture, the Trustee shall have no responsibility in respect of the validity, sufficiency, due execution or acknowledgment of this Indenture, or, except as to the authentication thereof, in respect of the validity of Bonds or the due execution or issuance thereof.

Section 804. Trustee Not Liable for Failure of Corporation to Act. The Trustee shall not be liable or responsible because of the failure of the Corporation or of any of its employees or agents to make any collections or deposits or to perform any act herein required of the Corporation. The Trustee shall not be responsible for the application of any of the proceeds of Bonds or any other money deposited with it and paid out, withdrawn or transferred hereunder if such application, payment, withdrawal or transfer shall be made in accordance with the provisions of this Indenture. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

Section 805. Compensation and Indemnification of Trustee. The Corporation shall cause the County to pay to the Trustee reasonable compensation for all services performed by it hereunder and also all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and the performance of its powers and duties hereunder and the Corporation shall indemnify and save the Trustee harmless against any liabilities that it may incur in the exercise and performance of its powers and duties hereunder, except as may be occasioned by the willful misconduct or negligence of the Trustee; provided, however, that the Corporation shall indemnify and hold the Trustee harmless only to the extent that the County has paid the costs of the Corporation.

Section 806. Monthly Statements from Trustee. It shall be the duty of the Trustee, on or before the 15th day of each month, to file with the County Treasurer a statement setting forth in respect of the preceding calendar month:

(a) the amount withdrawn or transferred by it and the amount deposited with it on account of each Bond Fund,

(b) the amount on deposit with it at the end of such month in each such Bond Fund,

(c) a brief description of all obligations held by it as an investment of money in each such Bond Fund,

(d) the amount applied to the purchase or redemption of Bonds under the provisions of Article III of this Indenture and a description of the Bonds or portions thereof so purchased or redeemed, and

(e) any other information that the County Treasurer, the Corporation or the District may reasonably request.

All records and files pertaining to Bonds and the Corporation in the custody of the Trustee shall be open at all reasonable times to the inspection of the County Treasurer, the Corporation, the County, the District and their agents and representatives.

Section 807. Trustee May Rely on Certificates. If at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Trustee, and in any case in which this Indenture provides for permitting or taking any action, the Trustee may conclusively rely upon any certificate required or permitted to be filed with it under the provisions of this Indenture, and any such certificate shall be evidence of such fact or protect the Trustee in any action that it may or may not take or in respect of anything it may or may not do, in good faith, by reason of the supposed existence of such fact. Except as otherwise provided in this Indenture, any request, notice, certificate or other instrument from the Corporation, the District or the County to the Trustee shall be deemed to have been signed by the proper party or parties if signed by any Authorized Officer of the Corporation, the District or the County, and the Trustee may accept and rely upon a certificate signed by any Authorized Officer of the Corporation as to any action taken by the Corporation, the District or the County.

Section 808. Notice of Default. Except upon the happening of any Event of Default specified in clauses (a) and (b) of Section 701 of this Indenture, the Trustee shall not be obliged to take notice or be deemed to have notice of any Event of Default under this Indenture, unless specifically notified in writing of such Event of Default by the Corporation or the Registered Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

Section 809. Trustee Not Responsible for Recitals. The recitals, statements and representations contained herein and in the Bonds (excluding the Trustee's certificate of authentication on the Bonds) shall be taken and construed as made by and on the part of the Corporation and not

by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

Section 810. Trustee Protected in Relying on Certain Documents. The Trustee shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Indenture, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer or accountant believed by the Trustee to be qualified in relation to the subject matter. The Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, the Agreement or otherwise to the giving to any Person.

Section 811. Resignation and Removal of Trustee Subject to Appointment of Successor. Except as hereinafter provided, no resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 815.

Section 812. Resignation of Trustee. The Trustee may resign and thereby become discharged from the trusts hereby created, by notice in writing given to the Corporation and the County, by written notice to the Board and all of the Registered Owners not less than 60 days before such resignation is to take effect, but such resignation shall take effect upon the sooner of 60 days or the appointment of a new Trustee hereunder if such new Trustee shall be appointed before the time limited by such notice and shall then accept the trusts hereof.

Section 813. Removal of Trustee. The Trustee may be removed at any time by the Corporation with the written approval of the County and the Board so long as it is the Owner of any of the Bonds, or an instrument or concurrent instruments in writing, executed by the Registered Owners of not less than a majority in aggregate principal amount of Bonds then Outstanding and filed with the Corporation and the County, and published once in an Authorized Newspaper, not less than 60 days before such removal is to take effect as stated in said instrument or instruments. The Corporation shall, or shall cause the County to, deliver a photographic copy of any instrument or instruments filed with the Corporation under the provisions of this Section, duly certified by the Secretary of the Corporation as having been received by the Corporation, to be delivered promptly to the Trustee.

The Trustee may also be removed at any time for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Corporation or the Registered Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

Section 814. Appointment of Successor Trustee. If at any time hereafter the Trustee shall resign, be removed, be dissolved or otherwise become incapable of acting, or the bank or trust company acting as Trustee shall be taken over by any governmental official, agency, department or board, the position of Trustee shall thereupon become vacant. If the position of Trustee shall become vacant for any reason, the County shall recommend and the Corporation shall appoint a Trustee upon such recommendation to fill such vacancy at the County's expense. A successor Trustee shall not be required if the Trustee shall sell or assign substantially all of its trust business and the vendee or assignee shall continue in the trust business, or if a transfer of the trust department of the Trustee is required by operation of law, provided that such vendee, assignee or transferee is a bank or trust company which is duly authorized to exercise corporate trust powers and subject to examination by federal or State authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than $50,000,000. The Corporation shall cause the County, at the County's expense, to publish notice of any such appointment made by the Corporation once in each week for four successive weeks in an Authorized Newspaper unless the Board is the Owner of all Outstanding Bonds, in which case, such notice shall promptly be given in writing to the Board.

At any time within 30 days after any such vacancy shall have occurred, the Registered Owners of 25% in principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing, executed by such Registered Owners and filed with the Corporation, may nominate a successor Trustee, which the Corporation shall appoint at the County's expense and which shall supersede any Trustee theretofore appointed by the Corporation. Photographic copies, duly certified by the Secretary or any Assistant Secretary of the Corporation as having been received by the Corporation, of each such instrument shall be delivered, or shall be caused to be delivered promptly by the Corporation to the predecessor Trustee and to the Trustee so appointed by the Registered Owners, all at the expense of the County.

If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section, any Registered Owner hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and appropriate, appoint a successor Trustee.

Any Trustee or successor trustee hereafter appointed shall be a bank or trust company within or without the State which is duly authorized to exercise corporate trust powers and subject to examination by federal or State authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than $50,000,000.

Section 815. Vesting of Duties in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the Corporation and the County, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor; but such predecessor shall nevertheless, on the written request of its successor or of the Corporation and upon payment of the expenses, charges and other disbursements of such predecessor that are payable pursuant to the provisions of Section 905 of this Article, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities and powers of such predecessor hereunder; and every predecessor Trustee shall deliver all property and money held by it hereunder to its successor. Should any instrument in writing from the Corporation be required by any successor Trustee in its reasonable opinion for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall and will, on request, be executed, acknowledged and delivered by the Corporation, to the extent of the Corporation's ability to do so, at the expense of the County.

(End of Article VIII)

ARTICLE IX

EXECUTION OF INSTRUMENTS BY REGISTERED OWNERS, PROOF OF OWNERSHIP OF BONDS AND DETERMINATION OF CONCURRENCE OF REGISTERED OWNERS

Section 901. Execution of Instruments by Registered Owners. Any request, direction, consent or other instrument in writing required or permitted by this Indenture to be signed or executed by any Registered Owner may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Registered Owners or their attorneys or legal representatives. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the Corporation with regard to any action taken by either under such instrument if made in the following manner:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a Person other than an individual, such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

(b) The ownership of Bonds shall be proved by the Bond Register.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of any Registered Owner shall bind every future Registered Owner of the same Bond in respect of anything done by the Trustee in pursuance of such request or consent.

Notwithstanding any of the foregoing provisions of this Section, the Trustee shall not be required to recognize any Person as a Registered Owner or to take any action at his request unless such Bonds shall be deposited with the Trustee.

(End of Article IX)

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Without Consent of Registered Owners. The Corporation and the Trustee, from time to time at any time, may, without the consent of, or notice to, any of the Bondholders, enter into such agreements supplemental hereto as shall be consistent with the terms and provisions of this Indenture and the Agreement, and in the opinion of the Trustee, shall not adversely affect the interests of the Registered Owners:

(a) to cure any ambiguity or to correct or supplement any provision contained in this Indenture or in any Supplemental Indenture which may be defective or inconsistent with any other provision contained herein or in any Supplemental Indenture, or to add such other provisions in regard to matters or questions arising under this Indenture or any other Financing Document as shall not adversely affect the interests of the Bondholders;

(b) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) to grant or pledge to the Trustee for the benefit of Bondholders any additional security other than that granted or pledged under this Indenture;

(d) to add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Indenture or other conditions, limitations and restrictions thereafter to be observed;

(e) to add to the covenants and agreements of the Corporation in this Indenture, or any other Financing Document, other covenants and agreements thereafter to be observed by the Corporation or to surrender any right or power herein reserved to or conferred upon the Corporation;

(f) to permit the qualification of this Indenture under any federal statute now or hereafter in effect or under any state Blue Sky law, and, in connection therewith, if the Corporation so determines, to add to this Indenture or any Supplemental Indenture such other terms, conditions and provisions as may be permitted or required by such federal statue or Blue Sky law; or

(g) to make any other change that is necessary, appropriate or desirable and in the reasonable judgment of the Corporation's Governing Body and the Governing Body of the County does not

materially and adversely affect the rights of the Owners of the Outstanding Bonds.

Section 1002. Modification of Indenture with Consent of Registered Owners. Subject to the terms and provisions contained in this Section, and not otherwise, the Registered Owners of not less than 51% in aggregate principal amount of Bonds then Outstanding that will be affected by a proposed Supplemental Indenture other than an agreement described in Sections 1001 shall have the right, from time to time, to consent to and approve the adoption by the Corporation and the acceptance by the Trustee of such Supplemental Indenture. Nothing herein contained, however, shall permit, or be construed as permitting (a) an extension of the Stated Maturity of the principal of or the interest on any Bonds issued hereunder, or (b) a reduction in the principal amount of any Bonds or the rate of interest thereon, or (c) the creation of a pledge of receipts and revenues to be received by the Corporation other than the pledge created by this Indenture, or (d) a preference or priority of any Bonds over any other Bonds, or (e) a reduction in the aggregate principal amount of Bonds required for consent to such Supplemental Indenture. Nothing herein contained, however, shall be construed as making necessary the approval by the Registered Owners of the adoption and acceptance of any Supplemental Indenture as authorized in Section 1001 of this Article.

If at any time the Corporation shall request the Trustee to enter into any Supplemental Indenture for any of the purposes of this Section, the Trustee shall, at the expense of the County, mail copies of the proposed Supplemental Indenture, postage prepaid, to all Registered Owners. The Trustee shall not, however, be subject to any liability to any Registered Owner by reason of its failure to mail the copies required by this Section, and any such failure shall not affect the validity of such Supplemental Indenture when approved and consented to as provided in this Section.

Whenever, at any time within six months after the date of the first publication of such notice, the Corporation shall deliver or cause to be delivered to the Trustee an instrument or instruments in writing purporting to be executed by the Registered Owners of not less than 51% in aggregate principal amount of Bonds then Outstanding that are affected by a proposed Supplemental Indenture, which instrument or instruments shall refer to the proposed Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Trustee may execute such Supplemental Indenture in substantially such form, without liability or responsibility to any Registered Owner, whether or not such Registered Owner shall have consented thereto.

If the Registered Owners of not less than 51% in aggregate principal amount of Bonds Outstanding that are affected by a proposed Supplemental Indenture at the time of the execution of such Supplemental Indenture

shall have consented to and approved the execution thereof as herein provided, no Registered Owner shall have any right to object to the adoption of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Corporation and the Trustee from executing the same or from taking any action pursuant to the provisions thereof.

Upon the execution of any Supplemental Indenture pursuant to the provisions of this Section, this Indenture shall be and be deemed to be modified and amended in accordance therewith. The respective rights, duties and obligations under this Indenture of the Corporation, the Trustee and all Registered Owners shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this Indenture as so modified and amended.

For purposes of this Section and Section 1202, Bonds shall be deemed to be "affected" by a Supplemental Indenture that adversely affects or diminishes the rights of Registered Owners against the Corporation or the rights of the Registered Owners in the security for such Bonds. The Trustee may, in its discretion, determine whether any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the Registered Owners of all Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith.

Section 1003. Responsibilities of Trustee and Corporation under this Article. The Trustee and the Corporation shall be entitled to exercise their discretion in determining whether or not any proposed Supplemental Indenture or any term or provision therein contained is desirable, after considering the purposes of such instrument, the needs of the Corporation, the rights and interests of the Registered Owners, and the rights, obligations and interests of the Trustee, and the Trustee shall not be under any responsibility or liability to the Corporation or to any Registered Owner or to anyone whomsoever for its refusal in good faith to execute any such Supplemental Indenture if such trust agreement is deemed by it to be contrary to the provisions of this Indenture or to impose additional liabilities or obligations on the Trustee. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel approved by it, who may be counsel for the Corporation, as conclusive evidence that any such proposed Supplemental Indenture complies with the provisions of this Indenture, and that it is or is not proper for it, under the provisions of this Article, to accept such Supplemental Indenture.

(End of Article X)

ARTICLE XI

DEFEASANCE

Section 1101. Discharge. When all of the Bonds shall have been paid or deemed to have been paid, and provision shall also be made for paying all other amounts payable under the Financing Documents, then this Indenture and the lien created hereby shall be discharged and satisfied and the Corporation shall be released from its obligations under this Indenture. Upon such discharge and satisfaction, the Trustee, at the request of the Corporation, shall execute such documents as may be reasonably requested by the Corporation to evidence such discharge and satisfaction and the release of the Corporation from its obligations hereunder.

Notwithstanding the satisfaction and discharge of this Indenture, the trusts created by this Indenture shall survive. The Trustee shall continue to be obligated to hold in trust any money or investments held by the Trustee at the time of such satisfaction or discharge for the payment of Debt Service, to pay to the Bondholders the funds so held by the Trustee as and when such payment becomes due and payable, and to pay over to the County, any amounts not needed for the payment of Debt Service on the Bonds deemed an overpayment of the Purchase Price. So long as the Bonds have not become due and payable or been paid prior to the respective Stated Maturities thereof, the Trustee shall (i) be entitled to exercise the rights and remedies contemplated by this Indenture including, without limitation, the right to call Bonds for redemption prior to Stated Maturity (provided sufficient moneys shall be available for such purpose), and the provisions of the Agreement which by the terms of the Agreement continue until all of the Bonds have become due and payable or been paid prior to the respective Stated Maturities thereof and (ii) continue to perform its duties under this Indenture with respect to the registration, transfer and exchange of Bonds. Notwithstanding the foregoing, the Corporation may give irrevocable notice to the Trustee that any of such Bonds shall not be subject to optional redemption prior to Stated Maturity.

Section 1102. Payment of Bonds. Any Bonds shall be deemed to have been paid for purposes of this Indenture if, there has been deposited with the Trustee in trust either (i) moneys in an amount, or (ii) Defeasance Obligations, the principal of and interest on which will, together with any moneys or Defeasance Obligations deposited with or held by the Trustee at the same time and available for such purpose pursuant to this Indenture, without further investment or reinvestment of either the principal amounts thereof or the interest earnings thereon, provide amounts, which will be sufficient to pay when due and payable the Debt Service due and payable and to become due and payable on and prior to the respective redemption dates or Stated Maturity dates of such Bonds, or (iii) a combination of (i) and (ii). In case any of such Bonds are to be redeemed on any date prior to their Stated Maturity, the Corporation shall give to the Trustee irrevocable written instructions instructing the Trustee to effect the

redemption of such Bonds and to give notice of such redemption to Bondholders prior to said date as provided in this Indenture. In the event such Bonds are not to be redeemed within the 90 days next succeeding the date of such deposit with the Trustee, the Corporation shall give irrevocable written instructions to the Trustee to give notice to the Registered Owners of such Bonds advising that the deposit required by this paragraph has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Article and stating such maturity or redemption date or dates (if, and to the extent, the same shall be determinable) upon which money is to be available for the payment of the Debt Service. For purposes of this Section 1102, Defeasance Obligations issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States of America shall be deemed to be deposited with the Trustee.

Any Defeasance Obligations deposited with the Trustee pursuant to this Section 1102 shall mature or be redeemable on such dates as shall be required for the aforesaid purpose.

All money and Defeasance Obligations held by the Trustee pursuant to this Section shall be held in trust and applied in accordance with this Indenture.

If any deposit made pursuant to this Section 1102 shall be less than the amount required to provide for the payment of all of the Bonds, then the Corporation shall select the particular maturities of Bonds, and the Trustee shall select by lot (in any manner which the Trustee may determine) within such maturities, the Bonds to which such deposit shall be applicable. The Trustee shall thereafter mail notice by first class mail to the affected Registered Owners of the events set forth in this Article XI which have occurred or will occur with respect to such Bonds.

(End of Article XI)

ARTICLE XII

AMENDMENT OF AGREEMENT

Section 1201. Amendments to the Agreement. The Corporation, County and District may amend the Agreement only with the consent of the Board if it is the Owner of all of the Bonds.

At least 10 days prior to the execution of any such amendment, the Trustee shall cause a notice and copy of the proposed execution of such amendment to be mailed, postage prepaid, to the Board. A failure on the part of the Trustee to mail the notice required by this Section shall not affect the validity of such amendment. At the County's expense, the Corporation shall deliver to the Trustee a copy of each amendment promptly after the execution thereof.

Section 1202. Notice and Consent for Amendment. Except for amendments provided for in Section 1201 of this Article, neither the Corporation, the County nor the District shall agree to any amendment to the Agreement unless notice of the proposed execution of such amendment shall have been given and the Registered Owners of not less than 51% in aggregate principal amount of Bonds then Outstanding shall have consented to and approved the execution thereof in the same manner and form as Supplemental Indentures. Nothing contained in this Section shall permit, or be construed as permitting, any reduction in or postponement of the Purchase Price or deposits of Pledged Revenues required to be paid by the Agreement.

(End of Article XII)

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1301. Effect of Dissolution of Corporation. In the event the Corporation for any reason shall be dissolved or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations and agreements contained in this Indenture by or on behalf of or for the benefit of the Corporation shall bind or inure to the benefit of the successor or successors of the Corporation from time to time and any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. The term "Corporation" as used in this Indenture shall include such successor or successors.

Section 1302. Successorship of Depository. Any bank or trust company with or into which any depository may be merged or consolidated, or to which the assets and business of such depository may be sold, shall be deemed the successor of such depository for the purposes of this Indenture.

Section 1303. Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by the Corporation, the County or the Trustee shall be given or made in writing and shall be deemed to be properly given or made in person upon delivery, or when deposited in the United States mail registered or certified, return receipt requested, postage prepaid, addressed as follows:

(a) If to the County -- Fort Bend County, Texas
P. O. Box 368
Richmond, Texas 77469
Attention: County Judge

With a copy to: Fort Bend County, Texas
400 South Sixth
Richmond, Texas 77469
Attention: Civil Division, Criminal
District Attorney's Office

(b) If to the Corporation -- Fort Bend Flood Control
Water Supply Corporation
2800 First City Tower
1001 Fannin
Houston, Texas 77002
Attention: President

With a copy to: Mr. Joe B. Allen
2800 First City Tower
1001 Fannin
Houston, Texas 77002

(c) If to the District -- Fort Bend County, Texas
P. O. Box 368
Richmond, Texas 77469
Attention: County Judge

With a copy to: Fort Bend County Drainage District
3417 Avenue F
Rosenberg, Texas 77471
Attention: Manager

(d) If to the Trustee -- First City, Texas-Houston, N.A.
1301 Fannin, 21st Floor
Houston, Texas 77002
Attention: Corporate Trust Dept.

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon three days written notice of such change sent by United States registered or certified mail, postage prepaid, to the other parties by the party effecting the change.

All documents received by the Trustee under the provisions of this Indenture, or photographic copies thereof, shall be retained in its possession until this Indenture shall be released under the provisions of Section 1101 of this Indenture, subject at all reasonable times to the inspection of the Corporation, the County and any Registered Owner and the agents and representatives thereof.

Section 1304. Parties and Registered Owners Alone Have Rights under Indenture. Except as herein otherwise expressly provided, nothing in this Indenture, express or implied, is intended or shall be construed to confer upon any Person, firm or corporation, other than the Trustee, the District, the Corporation, the County, and the Registered Owners, any right, remedy

or claim, legal or equitable, under or by reason of this Indenture or any provision hereof, this Indenture and all its provisions being intended to be and being for the sole and exclusive benefit of the Trustee, the Corporation, the District, the County and the Registered Owners.

Section 1305. Effect of Partial Invalidity. In case any one or more of the provisions of this Indenture, the Agreement, or of the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture, the Agreement, or Bonds, but this Indenture, the Agreement, and said Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds, this Indenture, or the Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Corporation, the County or the District to the full extent permitted by law.

Section 1306. Governing Law. This Indenture shall be construed under the laws of the State of Texas.

Section 1307. No Recourse Against Members, Officers or Employees of Corporation. No recourse under, or upon, any statement, obligation, covenant, or agreement contained in this Indenture; or in any Bond hereby secured; or in the Indenture; or in any document or certification whatsoever; or under any judgment obtained against the Corporation or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee, as such, of the Corporation, either directly or through the Corporation, or otherwise, for the payment for or to, the Corporation or any receiver thereof, or for, or to, the Trustee or any Registered Owner or otherwise, of any sum that may be due and unpaid by the Corporation upon any such Bond. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the Corporation or any receiver thereof, or for, or to, the Trustee or any Registered Owner or otherwise, of any sum that may remain due and unpaid upon the Bonds hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the execution of this Indenture and the issuance of the Bonds.

Section 1308. Expenses Payable under Indenture. All expenses incurred in carrying out this Indenture shall be payable solely from funds derived by the Corporation from the County and the District. Anything in this Indenture to the contrary notwithstanding, the performance by the Corporation of all duties and obligations imposed upon it hereby, the exercise by it of all powers granted to it hereunder, the carrying out of all covenants, agreements and promises made by it hereunder, and the lia-

bility of the Corporation for all warranties and other covenants herein shall be limited solely to the money and revenues received from the payments of the Purchase Price by the County and its other obligations under the Agreement, and the Pledged Revenues from the District and from moneys attributable to the proceeds of Bonds, or the income from the temporary investment thereof, and, to the extent herein or in the Agreement provided, the proceeds of insurance, sale and condemnation awards; and the Corporation shall not be required to effectuate any of its duties, obligations, powers or covenants except from, and to the extent of, such moneys, revenues, proceeds, and payments.

Section 1309. Dealing in Bonds. The Trustee and any bank or trust company acting as a depository under this Indenture and any of their directors, officers, employees or agents, and any officer, employee or agent of the Corporation, may in good faith, buy, sell, own, hold and deal in any Bonds issued under the provisions of this Indenture and may join in any action which any Registered Owner may be entitled to take with like effects as if such Trustee were not a trustee and such bank or trust company were not a depository under this Indenture or as if such officer, employee or agent of the Corporation did not serve in such capacity.

Section 1310. Substitute Publication. If, because of the temporary or permanent suspension of publication of any Authorized Newspaper or for any reason, the Corporation or the Trustee shall be unable to publish or cause to be published in an Authorized Newspaper any notice required to be published by the provisions of this Indenture, the Corporation or the Trustee shall give notice in such other manner as in the judgment of the Corporation or the Trustee shall most effectively approximate such publication thereof, and the giving of such notice in such manner shall for all purposes of this Indenture be deemed to be in compliance with the requirement for the publication thereof.

Section 1311. Multiple Counterparts. This Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

Section 1312. Headings. Any heading preceding the text of the several articles and sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

Section 1313. Further Authority. The officers of the Corporation, attorneys, engineers and other agents or employees of the Corporation are hereby authorized to do all acts and things required of them by this Indenture and the Agreement for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds, the Agreement, and this Indenture.

IN WITNESS WHEREOF, Fort Bend Flood Control Water Supply Corporation has caused this Indenture to be executed by the President of its Board of Directors thereunto duly authorized and its seal to be hereunto affixed and attested by its Secretary/Treasurer, and First City, Texas-Houston, N.A., as Trustee has caused this Indenture to be executed by an Assistant Vice President and Trust Officer thereunto duly authorized and its corporate seal to be hereunto affixed, all as of the day and year first above written.

FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION

(SEAL)

By_____
Don Russell
President, Board of Directors

ATTEST:

_____
Charles F. Howard
Secretary/Treasurer
Board of Directors

FIRST CITY, TEXAS-HOUSTON, N.A.
AS TRUSTEE

(SEAL)

By _____
Vice President and Trust Officer

ATTEST:

_____

A:\FBFCWSC.PHH\TI.89
04/09/89

EXHIBIT "A"

[Form of Series 1989 Bonds]

UNITED STATES OF AMERICA
STATE OF TEXAS

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
REVENUE BOND, SERIES 1989

No. R- _____ Registered
$_____

Interest Rate: _____% Maturity Date: March 1, ____

Issue Date: _____ 1, 1989 CUSIP No.: _____

Registered Owner: _____

Principal Amount: _____

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION (the "Corporation"), a Texas non-profit corporation organized pursuant to Art. 1434a, Vernon's Texas Civil Statutes, as amended (the "Act"), for value received, promises to pay, but solely from the sources and in the manner described below, to the Registered Owner named above, or registered assigns or legal representative, on the Maturity Date set forth above (or earlier as hereinafter provided), upon the presentation and surrender hereof, at the office of First City, Texas-Houston, N.A. (including any successors thereto, the "Trustee"), the principal amount set forth above. Interest shall accrue on this Bond from the date of delivery to the initial purchaser hereof and shall be paid to the Registered Owner hereof by check or draft mailed to the Registered Owner at his address as it appears in the Bond Register as of the Record Date (as hereinafter defined), at the Interest Rate (which is a per annum rate calculated on the basis of a 360-day year of 12 months of 30 calendar days each) set forth above, on each March 1 and September 1 (the "Interest Payment Dates") until payment of the principal or redemption price has been made or provided for, commencing September 1, 1989. Principal of, and any applicable redemption premium, and interest on this Bond are payable in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof, without deduction for paying agent services. As used herein, "Record Date" means the February 15 preceding any Interest Payment Date occurring on a March 1, or the August 15 preceding any Interest Payment Date occurring on a September 1.

IN WITNESS WHEREOF, Fort Bend Flood Control Water Supply Corporation has caused this Bond to be executed by the manual or facsimile signatures of its President and its Secretary and its official seal to be affixed hereto, or a facsimile of its official seal to be imprinted hereon.

FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION

By_____
President

By_____
Secretary

[OFFICIAL SEAL]

(Form of Reverse of Bond)

This Bond is one of the duly authorized series of Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989, issued as fully registered bonds in the aggregate principal amount of $20,325,000 (the "Bonds"), authorized by a resolution of the Board of Directors of the Corporation on April 10, 1989 (the "Resolution"), and issued under the terms of a Trust Indenture (the "Indenture") dated as of April 1, 1989, between the Corporation and the Trustee. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

The Bonds are being issued to finance the acquisition, construction and maintenance of certain flood control and drainage improvements and certain work and services in connection therewith in Fort Bend County, Texas, on behalf of the Fort Bend County Drainage District (the "District"), and to pay certain expenses incurred in connection with the issuance of the Bonds. The Corporation shall cause to be paid, when due, the principal of (whether at Stated Maturity, or upon earlier redemption or otherwise), and interest on this Bond at the places, on the dates and in the manner provided herein; provided, however, that this Bond shall be a limited obligation of the Corporation and shall be payable by the Corporation solely out of payments to be made by the County to the Corporation from tax revenues of the County and by payments made by the District to the Corporation under an Agreement dated as of April 1, 1989 (the "Agreement"), and in certain events, as provided in the Indenture, out of amounts attributable to Bond proceeds or amounts obtained through the exercise of certain remedies provided for in the Indenture. This Bond shall never constitute a general obligation of the Corporation or the District or Fort Bend County, Texas, nor shall the Corporation's obligation on the Series 1989 Bonds ever be payable from taxation. The Corporation has no taxing power.

Reference is hereby made to the Indenture for a full description of the rights and duties of the Corporation and the rights of the Owners of the Bonds to all the provisions of which the Owner hereof, by acceptance of this Bond, assents. A copy of such document is on file in the office of the Trustee.

The Corporation expressly reserves the right to issue additional bonds and refunding bonds ("Additional Bonds") which may be on a parity with, or subordinate to, the Bonds of this issue, but such bonds may be issued only pursuant to and subject to the restrictions, terms and limitations contained in the Indenture, to which reference is hereby made for complete details. As provided in the Indenture, Additional Bonds may be issued only with the express written consent of the Registered Owners of the Bonds. The Bonds and any Additional Bonds

issued under the Indenture are and will be equally and ratably secured, and shall enjoy co-equal lien on and claim to the Pledged Revenues (as defined in the Agreement) and share ratably therein without any preference, priority or distinction as to the source or method of payment and security.

The Bonds maturing on or after March 1, 1999, are subject to redemption prior to Stated Maturity in whole or in part at the election and direction of the Corporation, on or after March 1, 1998. Any such redemption will be at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date.

At least 30 days before the redemption date of any Bonds, the Trustee shall cause a notice of such redemption to be mailed by certified mail to all Registered Owners owning Bonds to be redeemed in whole or in part, at the address shown on the Bond Register on the 45th day prior to redemption, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption. On the date designated for redemption, notice having been given as aforesaid, Bonds so called for redemption shall become and be due and payable at the redemption price provided for the redemption of such Bonds on such date. If money for payment of the redemption price plus accrued interest is held by the Trustee, from and after the redemption date (i) interest on the Bonds called for redemption shall cease to accrue, (ii) the Bonds called for redemption shall cease to be entitled to any benefit or security under the Indenture or to be deemed outstanding, and (iii) the Registered Owners thereof shall have no rights in respect of the Bonds called for redemption except to receive payment of the redemption price and any interest accrued and unpaid prior to the redemption date.

The Bonds may be transferred or exchanged upon presentation and surrender (and by due execution of the provisions for assignment hereon) at the office of the Trustee, subject to the terms and conditions of the Indenture. Upon such transfer or exchange, the Trustee shall register and deliver one or more exchange bonds in the name of the Registered Owner or transferee, in authorized denominations, of the same Stated Maturity and tenor and bearing interest at the same rate, in an aggregate principal amount equal to the principal amount of this Bond. The Corporation or the Trustee may charge the Registered Owner all costs for shipping and out-of-pocket costs for each exchange or transfer of Bonds. Neither the Corporation nor the Trustee shall be required to make any such exchange or registration of transfer of Bonds, in the case of any proposed redemption of Bonds, after notice of the redemption of such Bonds or any portion thereof shall have been given, until after the date set for such redemption.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modification or alterations of the Indenture or any indenture supplemental thereto, or the Agreement or any agreement supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture and the Agreement.

It is hereby certified, recited and represented that the issuance of this Bond and the series of Bonds of which it is a part is duly authorized by law; that all acts, conditions and things required to exist and to be done precedent to and in the issuance of this Bond and said issue of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner as required by law; that this Bond and the series of Bonds of which it is a part are special obligations; that the principal of and interest on this Bond and the series of Bonds of which it is a part are payable from and secured by the Pledged Revenues of the District pursuant to the terms of the Agreement; and that the issuance of this series of Bonds does not exceed any Constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until this Bond shall have been authenticated by authorized execution of the authentication certificate endorsed hereon.

CERTIFICATE OF AUTHENTICATION
[To be endorsed on all initial Bonds]

This Bond is one of the Bonds referred to in the within-mentioned Indenture.

FIRST CITY, TEXAS-HOUSTON, N.A.
Houston, Texas, as Trustee

Date of authentication:

_____

By_____
Authorized Signatory

CERTIFICATE OF REGISTRATION
[To be printed on the back of each initial Bond
in substantially the following form]

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

REGISTER NO._____

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him, that he finds that it has been issued in conformity with the Constitution and the laws of the State of Texas, and it is a valid and binding obligation of the Fort Bend Flood Control Water Supply Corporation, and this Bond has this day been duly registered by me.

WITNESS MY HAND AND SEAL OF OFFICE at Austin, Texas, this _____ day of _____, 1989.

_____
Comptroller of Public Accounts
of the State of Texas

CERTIFICATE OF REGISTRATION
[To be endorsed on all definitive Bonds]

It is hereby certified that this Bond has been delivered pursuant to the Indenture described in the text of this Bond, in exchange for or in replacement of a Bond, Bonds or a portion of a Bond or Bonds of a Series which was originally approved by the Attorney General of the State of Texas and initially registered by the Comptroller of Public Accounts of the State of Texas under Register No. _____.

FIRST CITY, TEXAS-HOUSTON, N.A.
Houston, Texas, as Trustee

FORM OF ASSIGNMENT
[To be printed on the back of each of the
Series 1989 Bonds substantially in the following form]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ [Please Print or Typewrite Name, Address and Zip Code of Transferee] (Social Security or other identifying number: _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____
Registered Owner
NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, and must be guaranteed by an officer of a bank, trust company or a member firm of the New York Stock Exchange, Inc.

Signature Guaranteed:

_____
Authorized Signatory

A:\FBFCWSC.PHH\BONDFORM.89
04/09/89

EXHIBIT "C"

AGREEMENT

between

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

and

FORT BEND COUNTY, TEXAS

and

FORT BEND COUNTY DRAINAGE DISTRICT

Relating to
Fort Bend Flood Control Water Supply Corporation
$20,325,000
Revenue Bonds, Series 1989

Dated as of

April 1, 1989

Draft: 04/09/89

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AGREEMENT

among

Fort Bend Flood Control Water Supply Corporation

and

Fort Bend County, Texas

and

Fort Bend County Drainage District

THIS AGREEMENT (this "Agreement"), dated as of April 1, 1989, is by and among the Fort Bend Flood Control Water Supply Corporation (the "Corporation"), a Texas non-profit corporation, and Fort Bend County, Texas (the "County"), a body politic and corporate and a political subdivision of the State of Texas, acting by and through its governing body, the Commissioners Court of Fort Bend County, Texas, and the Fort Bend County Drainage District (the "District"), a conservation and reclamation district, a governmental agency and body politic and corporate, and a political subdivision of the State of Texas, acting by and through its Governing Body, the Commissioners Court of Fort Bend County, Texas.

W I T N E S S E T H :

WHEREAS, the District is authorized by Article XVI, Section 59 of the Constitution of the State of Texas and was created by Tex. Laws Chap. 303, 51st Reg. Sess. at 550 (Article 8280-136, Texas Revised Civil Statutes Annotated, as amended) (the "District Act"), with boundaries coterminous with the boundaries of Fort Bend County, Texas, for the purpose of the reclamation and drainage of the District's lands; and

WHEREAS, the Corporation is organized pursuant to Article 1434a, Texas Revised Civil Statutes, as amended ("Art. 1434a"), for the benefit of the County for the specific and primary purpose of providing a flood control and drainage system for towns, cities, other political subdivisions, private corporations and other persons of Fort Bend County and for such other purposes as may be authorized by Art. 1434a; and

WHEREAS, Art. 1434a authorizes the Corporation to issue revenue bonds to finance flood control and drainage improvements, to provide flood control and drainage services, and to enter into contracts with political subdivisions of the State such as the County and the District; and

WHEREAS, pursuant to and in accordance with the provisions of Art. 1434a and Section 402.014, Texas Local Government Code, as amended ("Sec.

402.014"), the Corporation and the County desire to enter into this Agreement pursuant to which the Corporation will issue its revenue bonds in the aggregate principal amount of $20,325,000 for the purpose of financing the acquisition, construction and maintenance for the benefit of the County and the District, of certain flood control and drainage works and improvements necessary for drainage of land within the County, and the Corporation will convey title to such project to the County upon completion of construction or acquisition of portions thereof, in consideration for which the County will make periodic payments to the Corporation in amounts sufficient to pay the principal of, premium, if any, and interest on such bonds as it is due, as well as certain other amounts as provided for in this Agreement; and

WHEREAS, Sec. 402.014 authorizes the County to levy, pursuant to Art. 8, Section 9 of the Texas Constitution, and pledge a tax for the payment of its obligations under this Agreement; and

WHEREAS, Art. 1434a authorizes the Corporation to provide flood control and drainage services and to contract to provide for the benefit of political subdivisions such as the District for the financing, acquisition, construction and/or maintenance of such projects and improvements, including pursuant to contracts authorized by Sec. 402.014; and

WHEREAS, the District desires that the Corporation issue its revenue bonds to finance the project and construct the project and to perform such services of financing, acquisition, construction and maintenance of the project for the District under the supervision of the Chief Engineer of the District; and

WHEREAS, the District Act authorizes the District to do all things necessary and proper to carry into effect the purposes for which the District is organized, including obtaining such services from entities such as the Corporation; and

WHEREAS, Sec. 402.014 authorizes the District to pledge the revenues of its drainage system, including the impact fees collected in the Stafford Run, Middle Oyster Creek and Flat Bank Creek Watersheds which will benefit from the project, to the payment of its obligations under this Agreement; and

WHEREAS, the Board of Directors of the Corporation adopted a resolution on April 10, 1989, authorizing the issuance of the Fort Bend County Water Supply Corporation Revenue Bonds, Series 1989, and the execution of this Agreement and a trust indenture securing such bonds; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, as the Governing Body of the County, adopted a resolution on April 10, 1989, approving the issuance of the Fort Bend County Water Supply Corporation Revenue Bonds, Series 1989, levying such tax, authorizing the execution of

this Agreement, and approving the resolution of the Corporation adopted on April 10, 1989, and the matters contained therein; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, as governing body of the District, adopted a resolution on April 10, 1989, (i) approving the Corporation's issuance of the Fort Bend County Water Supply Corporation Revenue Bonds, Series 1989; (ii) pledging such impact fees; (iii) authorizing the execution of this Agreement; and (iv) approving the resolution of the Corporation adopted on April 10, 1989, and the matters contained therein; and

WHEREAS, the Governing Body of the County and the District has found and determined that providing new and additional flood control and drainage facilities and services within the District which would not be available without this Agreement between the Corporation, the County and the District is a public purpose;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements set forth below, the Corporation, the County and the District agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. The following words and terms shall have the meanings assigned to them below whenever they are used in this Agreement, unless the context clearly requires otherwise. All terms used in this Agreement which are defined in the Indenture (except Exhibit A thereto) shall have the same meanings in this Agreement. Except where this Agreement requires otherwise, words imparting the singular number shall include the plural and vice versa.

"Agreement" means this Agreement, as it may be amended or supplemented from time to time.

"Authorized Officer" when used with respect to the District or the County means the County Judge or any officer or employee of the District or the County authorized to perform specific acts or duties by law or by resolution or order duly adopted by the Governing Body of the District or the County, respectively, and when used with respect to the Corporation, means an officer, director, employee or agent of the Corporation duly authorized to perform specific acts or duties by resolution or order adopted by the Governing Body of the Corporation.

"Board" means the Texas Water Development Board or any successor agency thereto as Owner of the Bonds.

"Bond Resolution" means the resolution adopted by the Board of Directors of the Corporation on April 10, 1989, authorizing the issuance of the Series 1989 Bonds.

"Claims" means all claims, lawsuits, causes of action and other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counterclaim, crossaction or impleader) the Corporation or any officer or director thereof, even if groundless, false or fraudulent, so long as the claim, lawsuit, course of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, to result from, to relate to or to be based upon, in whole or in part: (a) the issuance of the Series 1989 Bonds, (b) the duties, activities, acts or omissions of any person in connection with the issuance of the Series 1989 Bonds, or the obligations of the various parties arising under the Financing Documents, or (c) the duties, activities, acts or omissions of any person in connection with the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof and whether or not such claim, lawsuit, course of action or other legal action or proceeding was caused by the negligence of the Corporation or any officer or director thereof.

"Code" means the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any successor internal revenue laws of the United States of America.

"Commissioners Court" means the Commissioners Court of Fort Bend County, Texas, which is the Governing Body of the County and the District.

"Completion Date" means the date of completion of the acquisition and construction of the Project, as that date shall be certified as provided in Section 2.09 hereof.

"Contract Documents" shall mean the construction contracts between the Corporation and its contractors and subcontractors as they may be amended or supplemented from time to time, this Agreement, the Plans and Specifications and all addenda, modifications and amendments thereto, whether dated prior to or subsequent to the execution hereof.

"Costs of Issuance" means any and all costs incurred in connection with the authorization, issuance, sale and delivery of the Series 1989 Bonds, which shall include all of the Corporation's out-of-pocket expenses in connection with the authorization, issuance, sale and delivery of the Series 1989 Bonds including, but not limited to, all financing, legal, financial advisory, printing and other expenses and costs of the Corporation necessary to the issuance of the Series 1989 Bonds. All of such costs shall be reasonable and are subject to approval by the Governing Body of the County and the Corporation.

"County" is defined in the Recitals to this Agreement.

"County Treasurer" means the County Treasurer of Fort Bend County, Texas.

"District" is defined in the Recitals to this Agreement.

"District Engineer" means the Chief Engineer of the District or any person authorized by the District Engineer or the Governing Body of the District to act in his place in any particular situation. Whenever the District Engineer is required by this Agreement to take any action, such action must be authorized by the Governing Body of the District.

"Event of Default" is defined in Section 801 of the Indenture.

"Governing Body" means the Fort Bend County Commissioners Court in the case of the County or the District, as the context dictates, or the Board of Directors in the case of the Corporation.

"Impact Fees" means the charges or assessments imposed against New Development within the Service Area, pursuant to the Impact Fee Resolution.

"Impact Fee Resolution" means the Resolution Adopting Capital Improvements Plan and Authorizing Imposition of Impact Fee adopted by the Governing Body of the District on September 12, 1988, as amended or supplemented from time to time.

"Indenture" means that certain Trust Indenture dated as of the date of this Agreement, between the Trustee and the Corporation, as it may be amended or supplemented from time to time in accordance with its terms.

"Issuance Date" means the date on which the Series 1989 Bonds are issued and delivered to the Board.

"New Development" means land within the Service Area which is subject to the imposition of Impact Fees pursuant to the Impact Fee Resolution.

"Opinion of Counsel" means an opinion or opinions in writing, signed by legal counsel who, unless otherwise specified, may be counsel to the Corporation, the Trustee or the District. As to any factual matters involved in an Opinion of Counsel, such counsel may rely, to the extent that they deem such reliance proper, upon a certificate or certificates setting forth such matters which have been signed by an Authorized Officer of a particular governmental authority, corporation, firm or other Person or entity.

"Plans and Specifications" means the plans and specifications for the flood control and drainage improvements comprising the Project, prepared by the Corporation's consulting engineers, which shall initially be Lichliter/Jameson & Associates, Inc., and approved by the Engineering Staff of the Texas Water Development Board, as the same may be revised from time to time prior to the Completion Date in accordance with Section 2.07 of

this Agreement. The Plans and Specifications as of the date hereof are listed on Exhibit "A."

"Pledged Revenues" shall mean all Impact Fees collected by the District in the Service Area on or after the Issuance Date, and which the District has pledged in Section 4.05 of this Agreement to a portion of the payment of the Debt Service on the Series 1989 Bonds in consideration for the services rendered to the District hereunder.

"Project" means the land, works and improvements described in Exhibit "B" attached hereto, all of which shall be located within the Service Area.

"Project Costs" means and includes all construction costs and reconstruction costs as those terms are generally understood in standard accounting practice as applied to flood control and drainage projects of the nature of the Project and without limiting the generality of the foregoing, the term shall include the purchase of equipment, property and rights in property, the cost of land, easements and rights-of-way, including damages to land and property, and all engineering, financial consultants, administrative, auditing and legal expenses incurred in connection with the creation and administration of the Corporation and establishing its tax-exempt status and the acquisition and construction of the Project.

"Purchase Price" is defined in Section 4.01 of this Agreement.

"Regulations" means the applicable proposed, temporary or final Income Tax Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such Regulations may be amended or supplemented from time to time. Reference to any particular Regulation as in effect or proposed on the date of this Agreement shall be deemed to refer to any successor Regulation relating to the same subject matter.

"Service Area" means the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds, which are located in Fort Bend County, Texas, as described in Exhibit "C" attached hereto.

"State" means the State of Texas.

Section 1.02. Interpretations. The table of contents and article and section headings of this Agreement are for reference purposes only and shall not affect its interpretation in any respect.

(End of Article I)

ARTICLE II

THE PROJECT

Section 2.01. Acquisition of Land. The District Engineer will recommend to the Corporation which land, rights-of-way and easements the Corporation should purchase which are necessary for completion of the Project. The Corporation will conduct all negotiations concerning the acquisition of land, rights-of-way and easements necessary for the Project. Title to any such property will be acquired in the name of the Corporation. The Corporation will secure at least one independent appraisal on any tracts of land, easements or rights-of-way that are to be purchased. All purchases shall be reviewed and approved by the Governing Bodies of the Corporation and the County.

Section 2.02. Condemnation of Land. The Corporation will condemn in its name any real property which must be condemned. The Corporation will do all work necessary in connection therewith, subject to approval by the Governing Body of the County.

Section 2.03. Construction of the Project. Commencing with the effective date of this Agreement and employing due diligence until completion of the Project, the Corporation shall perform and supply or cause to be performed and supplied in a good and workmanlike manner all labor, services and work necessary for the acquisition, engineering, supervision, construction, completion, inspection, management and administration of the Project in accordance with the Contract Documents. The Corporation agrees to furnish efficient business administration and supervision of such work and to use its best efforts at all times to furnish an adequate supply of engineers, architects, contractors, subcontractors, workmen and materials to perform such work in the best and soundest way possible and in an expeditious and economical manner.

Section 2.04. Bids and Construction Contracts. The Corporation will advertise for competitive bids for the construction work involved in the Project in accordance with the procedures applicable to the County. All bids and construction contracts relating to the Project shall be reviewed and approved by the District Engineer and by the Governing Bodies of the County and the Corporation. Thereafter, the Corporation shall award such construction contracts in the name of the Corporation to the responsible bidder which submits the lowest and best bid, unless otherwise directed by the Governing Body of the County. The Corporation shall insure that all such contracts contain legally sufficient bid bonds and payment and performance bonds, and that the contractor obtains adequate insurance for the Project and satisfies all of the legal requirements for public work awarded by a political subdivision of the State. All contracts shall provide the Governing Body of the County with the right to pursue the Corporation's right and remedies against the contractor in the event the Corporation fails to timely pursue such remedies within 30 days of receipt

of notice with respect thereto by the County. The Corporation will assure that all necessary permits are obtained.

Section 2.05. Designation of County as Agent of Corporation. The Corporation hereby designates the County as its agent for the purpose of managing and investing funds, paying bills and issuing checks. The Corporation hereby authorizes the County to designate the depository and to establish the account entitled "Fort Bend Flood Control Water Supply Corporation Construction Fund" created in Section 401 of the Indenture, into which all funds to be used for acquisition and construction of the Project will be deposited as provided in Section 3.03 hereof. The County shall pay all amounts requested to be paid by the Corporation which conform to the terms of this Agreement. In no event shall the County use such funds for any purpose for which the Corporation has not requested payment in accordance with this Section.

The Corporation shall approve all payments of Project Costs. An Authorized Officer of the Corporation shall submit a requisition certificate directing such payment to the District Engineer for his review and recommendation. Any such requisition shall state:

(i) the requisition number;

(ii) the name of the Person to whom each such payment is due;

(iii) the amount to be paid;

(iv) the purpose by general classification for which each obligation to be paid was incurred;

(v) that obligations in the stated amounts have been incurred and are presently due and payable and have not been paid or that such items have been previously paid and reimbursement for such payment is sought and that each item thereof is a proper charge against the Construction Fund;

(vi) that the payment of such obligations is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of this Agreement; and

(vii) that no Event of Default has occurred and is continuing.

The District Engineer shall submit all requisitions to the Governing Body of the County with his recommendations. The County shall approve, process and pay all such requisitions and pay all Project Costs from the Construction Fund in accordance with the procedures currently applicable to the payment of County construction projects.

Section 2.06. Liens. In causing the Project to be acquired, constructed and improved, the District will not voluntarily create or

permit to remain any lien, encumbrance or charge upon the Project or any interest therein, except Permitted Encumbrances (as defined in the Indenture).

Section 2.07. Revision of the Project. The description of the Project set forth in Exhibit B to this Agreement has been prepared on the basis of the Plans and Specifications for construction of various portions of the Project. Such Plans and Specifications may be completed or revised prior to the Completion Date provided that if such revision would result in a material addition to, deletion from, substitution of or change in Exhibit "A," the District must deliver to the Corporation and the Trustee (a) a copy of such revision, duly certified by the Corporation's consulting engineer, (b) in case the revision or revisions involve the addition, deletion or substitution of or a change in drainage facilities so that the approval of any state or federal agency, including but not limited to the Texas Water Development Board or the Texas Water Commission, is required, an order or letter from the appropriate governing body or representative of such state or federal agency to the effect that the facilities comprising the revised Project are approved, and (c) an Opinion of Counsel from nationally recognized bond counsel that the revision or revisions will not adversely affect the exclusion from gross income of interest on the Series 1989 Bonds for federal income tax purposes.

Ten days after the receipt by the Trustee of the certificates, orders and opinion referred to in the preceding paragraph, and 10 days after the Completion Date, the Project description contained in Exhibit A hereto shall be deemed amended to reflect material revisions for all purposes of the Financing Documents. Upon the request of either party or the Trustee, the Corporation, the County and the District shall enter into an appropriate instrument reflecting such amendment.

Section 2.08. Completion of Project. The Corporation shall use its best efforts to cause all proceeds of the Series 1989 Bonds to be spent and the acquisition, construction and installation of the Project in accordance with the Plans and Specifications, as amended, to be totally completed by _____, 1992, with exception only for delays beyond the reasonable control of the Corporation. However, if for any reason such acquisition, construction and installation shall not be completed by such date, the Corporation shall not be liable to the County or the District for any damages caused by the delay, but the Corporation shall thereafter proceed with all due diligence to cause the Project to be completed as soon as practicable. There shall be no diminution in or postponement of the payment of installments of the Purchase Price by the County or of the Pledged Revenues by the District to the Trustee or any other amount required to be paid by the County or the District under this Agreement because of any delay in the completion of the Project. When the Project has been completed, the Corporation shall promptly deliver to the Trustee, the County and the District, a certificate signed by an Authorized Officer of the Corporation, (i) stating that, as of a specified date, the Project has been completed (the "Completion Date") and (ii) directing the County

with respect to any amount which is to be retained in the Construction Fund for the payment of the Project Costs on the Project not then due and payable or the liability for payment of which the Corporation is contesting and to remit the remainder of the funds in the Construction Fund, if any, pursuant to the terms of Section 606 of the Indenture, to the Trustee for deposit in the Redemption Fund for the payment or early redemption of the Series 1989 Bonds in accordance with Section 406 of the Indenture. In addition, the Corporation shall do all things necessary to comply with its obligations under Section 605 of the Indenture concerning the Rules of the Board and under Section 606 of the Indenture to make a final accounting to the Board.

Section 2.09. Title to the Project. Legal title to and exclusive possession and use of the Project as acquired or constructed and to all materials delivered to the Corporation which are intended to become a part of the Project shall vest in the Corporation immediately upon acquisition or construction of the Project or delivery of such materials. Pursuant to Section 4.02, the Corporation shall convey portions of the Project as completed to the County.

Section 2.10. Possession. Prior to the passage of the Corporation's right, title and interest in and to any part of the Project to the County pursuant to the terms of Section 4.02 of this Agreement, sole and exclusive possession of such part of the Project shall be in the Corporation subject to the right of inspection by the District Engineer.

Section 2.11. Status Reports. The Corporation will prepare a budget for the construction of the Project and supply such budget and all amendments thereto to the County and the District Engineer. The Corporation will supply the District Engineer with a monthly status report on the construction of the Project and the acquisition of land for the Project. The County Treasurer will prepare and submit to the Corporation on a monthly basis a statement of the amounts on deposit in the Corporation's Construction Fund and a report on the expenditure of funds in accordance with the budget.

Section 2.12. Maintenance of the Project. Prior to the conveyance of any completed portion of the Project to the County pursuant to Section 4.02, the Corporation will maintain, preserve and keep the Project or cause the Project to be maintained. After the conveyance of any completed portion of the Project to the County, the District will incorporate the Project into its regular maintenance program and will maintain the Project from available funds therefor. The District shall maintain the Project so that as long as any of the Series 1989 Bonds are Outstanding, the Project will continue to drain at least the same amount of acreage that it drained upon completion of the acquisition and construction of the Project.

After conveyance of any portion of the Project to the County, the District shall have the privilege of modifying and improving the Project from time to time as it, in its discretion, may deem to be desirable for

its uses and purposes. The cost of such modifications and improvements shall be paid by the District. The proceeds of fire or other casualty insurance policies received in connection with damage to or destruction of the Project, including any additions to the Project, will, subject to the claims of the Owners of the Series 1989 Bonds pursuant to the Indenture, (a) be used to reconstruct the Project, regardless of whether the insurance proceeds are sufficient to pay for the reconstruction, or (b) be remitted to the County.

Section 2.13. Compliance With Laws. The Corporation shall promptly comply or cause compliance with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Project. Notwithstanding the foregoing, the Corporation shall have the right to contest the legality of any such law, ordinance, order, rule, regulation or requirement as applied to the Project, provided that in the Opinion of Counsel satisfactory to the Trustee, such contest shall not in any way materially adversely affect or impair the obligations of the Corporation under this Agreement or materially adversely alter or impair the security interest of the Trustee. If the Corporation does not fulfill such obligations, the County or the District may elect to cause such compliance. The County and the District shall not unreasonably refuse to cooperate with the Corporation to the extent necessary in any such contest, except where the County and the District are adverse parties to the Corporation. The foregoing shall not constitute a waiver by any party of any remedies otherwise available to such party against any other party.

Section 2.14. Contribution of Funds Other Than Bond Proceeds. On the date of issuance of the Series 1989 Bonds, the District and the County covenant to deposit in the Construction Fund the following amounts:

(i) All Impact Fees collected in the Service Area prior to the Issuance Date, less any amounts previously expended for Project Costs; and

(ii) $1,100,000 in available money of the District.

Section 2.15. Compliance with Texas Water Development Board Rules. (a) The District, the County and the Corporation agree to comply with all of the rules of the Texas Water Development Board, including the Texas Water Code, Chapters 15, 16 and 17 as appropriate, including the final accounting to the Board required by Section 606 of the Indenture. The parties recognize that failure to construct the Project in accordance with the Plans and Specifications and any and all modifications, amendments or changes to such engineering plans, regardless of the nature, character or extent of such changes; failure to construct the Project in accordance with sound engineering principles; or failure to comply with any term or terms of the Plans and Specifications, shall be grounds for the Board's refusal to give a certificate of final approval for the Project. The County and the District shall furnish the Texas Water Development Board with all information, material and certifications necessary so that the Corporation

can comply with its obligations to the Texas Water Development Board under this Agreement.

(b) The District, the County and the Corporation will not take, or omit to take, any action which action or omission would adversely affect the excludability for federal income tax purposes of interest payable on any series of bonds issued by the Texas Water Development Board or the Texas Water Resources Finance Authority.

(End of Article II)

ARTICLE III

THE SERIES 1989 BONDS

Section 3.01. Issuance of the Series 1989 Bonds. The Corporation agrees that immediately following the delivery of this Agreement, it will use its best efforts to execute and deliver the Indenture and issue, sell and deliver the Series 1989 Bonds in the aggregate principal amount of $20,325,000 to the Board.

Section 3.02. Additional Bonds. If the County and the District are not in default under this Agreement, the Corporation shall, at the request of the County, cooperate with the County and use its best efforts to issue such amount or amounts of Additional Bonds (as defined in the Indenture) as may be requested by the County from time to time, as authorized by and pursuant to the terms of Section 212 of the Indenture.

Section 3.03. Disposition of Series 1989 Bond Proceeds. Upon the receipt of the proceeds of the sale of the Series 1989 Bonds, such proceeds shall be deposited in the Construction Fund established pursuant to Section 2.05. The Corporation shall apply the moneys in the Construction Fund for the following purposes and in the order specified below:

(a) Payment of capitalized interest.

(b) Payment of Costs of Issuance.

(c) Payment of Project Costs.

(d) After (i) receipt of the certificate referred to in Section 2.08 of this Agreement; and (ii) completion of the final accounting to the Board pursuant to Section 606 of the Indenture, all amounts remaining in the Construction Fund in excess of the amount specified in such certificate as being the amount which the Corporation is to retain in the Construction Fund for the payment of Project Costs not then due and payable or the liability for the payment of which the District is contesting shall be paid to the Trustee for deposit in the Redemption Fund.

Section 3.04. Payment of Costs of Issuance. The County shall disburse funds in the Construction Fund to pay Costs of Issuance upon receipt of a requisition in the form described in Section 2.05, executed by an Authorized Officer of the Corporation.

Section 3.05. Investment of Funds. The County shall invest and reinvest the moneys in the Construction Fund and prepare and provide instructions to the Trustee as to the investment and reinvestment of the

moneys in the Corporation's Bond Funds held by the Trustee under the Indenture.

The funds shall be invested and reinvested in securities that are eligible for investment by the County. The Governing Bodies of the Corporation and the County shall review all such investments. All funds shall be secured in the manner required for County funds. All funds shall be audited annually by an independent certified public accountant and will be subject to audit by the County Auditor.

(End of Article III)

ARTICLE IV

PURCHASE AND SALE OF PROJECT AND SERVICES

Section 4.01. County's Obligation to Pay Purchase Price. Pursuant to Sec. 402.014, and as required by the Code and Regulations, the Corporation agrees to sell the Project to the County and the County agrees to purchase the Project and to make periodic payments of the Purchase Price therefor. The Purchase Price shall be equal to the Debt Service on the Series 1989 Bonds, until no Series 1989 Bonds are Outstanding. In order to provide for the payment of the Purchase Price, by a resolution of the Governing Body of the County adopted on April 10, 1989, the County has levied and pledged its taxes to, and agrees to pay therefrom, an amount equal to the Debt Service on the Bonds as it becomes due and payable, LESS any amounts actually paid to the Trustee for deposit to the Revenue Fund by the District pursuant to Section 4.06 of this Agreement. To the extent that the Corporation, acting through the County Treasurer as its agent, certifies to the County at the time of the setting of the tax rate that funds available for the payment of Debt Service on the Series 1989 Bonds are on deposit in the Revenue Fund established under the Indenture or are in the process of collection, then the County shall consider such certified amount as available in establishing a tax rate sufficient to pay the County's obligations under this Section 4.01. In order to provide for such payment, the County covenants to pay such amounts directly to the Trustee for deposit to the Debt Service Fund on or before the Business Day preceding each Interest Payment Date.

Section 4.02. Conveyance of the Project. Prior to December 31 of each year preceding the Completion Date, the Corporation agrees to execute and deliver such instruments as the County shall reasonably request to convey to the County such part of the legal title to and the beneficial possession and use of the portions of the Project, the acquisition or construction of which is completed on December 15 of such year. Not later than 10 days after the Completion Date, the legal title to and the beneficial possession and use of the remainder of the Project not previously conveyed will be conveyed to the County.

On the date of conveyance of any portion of the Project, the Corporation shall assign to the County its right to all warranties and guarantees which may have been made by any seller, contractor, subcontractor, materialman, supplier, engineer or architect as to the portion of the Project being conveyed. The Project shall be sold to the County subject to a vendor's lien to secure the Purchase Price, and any Permitted Encumbrances of record existing on the date of such sale.

Section 4.03. Prepayment of Purchase Price; Redemption of Bonds. On any date prior to which the Series 1989 Bonds are permitted to be redeemed prior to their Stated Maturity, the County may at its option deliver to the Trustee money in an amount equal to all or any part of the principal and accrued interest to the date of redemption of any Series 1989 Bonds. In

addition, on any date, the County may deposit with the Trustee money or securities in an amount which would cause the Corporation's obligations to pay the Series 1989 Bonds to be discharged pursuant to the terms of Article XI of the Indenture. The Corporation agrees that, at the request of the County, it will cooperate with the County to cause the Series 1989 Bonds or any portion thereof to be redeemed on the date directed by the County which is in accordance with the Indenture, or the Corporation's obligations thereon to be discharged, to the extent permitted by the Indenture. Upon the redemption or discharge of the Corporation's obligations on all of the Series 1989 Bonds, full and unencumbered legal title to and exclusive possession and use of the Project shall vest in the County without the need of further action on the County's or the Corporation's part although the Corporation shall execute any documents evidencing such title requested by the County.

The County covenants and agrees that it will give to the Trustee, the Corporation and the District not less than 45 days written notice of its intent to direct the redemption of any Bonds.

Section 4.04. District's Obligation to Pay for Services. In consideration for the Corporation performing the services of financing, acquisition, construction and maintenance of the Project, the District agrees to pay to the Corporation all of Pledged Revenues for the purpose of payment of an amount equal to a portion of the Debt Service on the Series 1989 Bonds, plus any other amounts which the District is obligated to pay under the terms of this Agreement.

Section 4.05. Pledged Revenues. In order to provide for the payment of such amounts, the District hereby pledges all of the Pledged Revenues on and after the date hereof until the District's obligations pursuant to Section 4.04 and any other obligations of the District under this Agreement are satisfied. Such Impact Fees shall constitute "Pledged Revenues" for the purposes of the Financing Documents. The District further covenants that no other obligations of the District will be secured by Pledged Revenues without the prior consent of all Bondholders. Additionally, the District covenants to use all Impact Fees collected in the Service Area prior to the date hereof for the construction and acquisition of the Project.

Section 4.06. Levy, Assessment, Collection and Transfer of Impact Fees. So long as any Bonds are Outstanding, the District agrees to levy, assess, maintain and continually enforce and collect the Impact Fees in such amounts as are required to pay the District's obligations pursuant to Section 4.04 to the extent permitted by law. By resolution dated as of September 12, 1988, the Governing Body of the District levied Impact Fees for New Development in the Service Area and authorized the District to pledge all of the Impact Fees collected in the Service Area to the payment of the District's obligations pursuant to Section 4.04. Should such resolution or any other resolution levying or authorizing the assessment and collection of Impact Fees sufficient to meet the District's

obligations under this Agreement ever be challenged in a court of law, the District shall contest such challenge or shall amend such resolution or adopt such other resolutions or take such steps and procedures as are legally required to assess and collect the Impact Fees.

In order to secure such payments, the District shall transfer, on a monthly basis, all Pledged Revenues directly to the Trustee for deposit in the Revenue Fund. The Trustee shall then make the transfers of funds to the Registered Owners of Bonds for the payment of Debt Service and the redemption of Bonds as described in Section 403 of the Indenture.

Section 4.07. Assignment of Pledged Revenues and Security Interests. It is understood and agreed that all Pledged Revenues are to be assigned to the Trustee for the benefit of the Bondholders. The County and the District assent to such assignment, and hereby agree that, as to the Trustee, their obligation to make such payments shall be absolute and unconditional and shall not be subject to any defense or any set-off, counterclaim or recoupment arising out of any breach by the Corporation of any obligation to the County or the District, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the County or the District by the Corporation.

As security for payment of the Bonds and performance of the Corporation's obligations under this Agreement, the Corporation hereby pledges, sets over, assigns and grants a security interest to the Trustee for the benefit of the Bondholders in all of the Corporation's rights, titles and interests in and to all amounts at any time deposited in the Bond Funds established pursuant to the Indenture, including all investments and reinvestments made with such amounts and the proceeds thereof, and in all of its rights to and interests in such amounts, investments, reinvestments and proceeds. The Corporation hereby authorizes and directs the Trustee to hold such amounts, investments, reinvestments and proceeds as bailee and custodian for the Bondholders in accordance with the provisions of Sections 8.321 and 9.305 of the Texas Business and Commerce Code, as amended, and to invest and disburse such amounts and proceeds in accordance with the Indenture and this Agreement.

Section 4.08. No Exemption. The District agrees that it will not exempt, except as required by law, any property or land within the Service Area from the payment of Impact Fees without receiving the prior written consent of all Bondholders.

Section 4.09. Payment of Expenses of Trustee and Corporation. In addition to all other payments hereunder, the County agrees to pay from available funds the following amounts to the following Persons:

(a) To the Trustee, when due and requested by the Trustee, all reasonable costs, fees and expenses of the Trustee for services rendered under the Indenture and all fees and charges of any registrar, counsel,

accountant or other Person incurred by the Trustee in the performance of its services under the Indenture; and

(b) To the Corporation, upon demand, all reasonable costs, fees and expenses incurred by it relating to the Series 1989 Bonds and the duties of the Corporation under the Indenture and this Agreement not otherwise required hereunder to be paid by the County, including but not limited to directors' and officers' liability insurance, general liability insurance, auditing and fiscal expenses and administrative and legal costs, so long as any of the Series 1989 Bonds are Outstanding.

The Corporation may enforce the County's obligations under this Section 4.09 independently of any other remedies available to any Person against the County pursuant to the terms and provisions of the Financing Documents (as defined in the Indenture). In addition, the Trustee may enforce, as a third party beneficiary, the County's obligations under this Section.

Section 4.10. Nature of Obligations of County and District. The obligations of the County and District as provided in this Agreement shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counterclaim the County or the District might otherwise have against the Corporation, the Trustee or any other Person, and the County and the District will not, for any reason, suspend or discontinue any such payment. Notwithstanding the aforesaid, however, the Pledged Revenues constitute the sole source from which the District is legally obligated to pay its obligations under this Agreement.

The occurrence of a casualty or condemnation of the Project or any portion thereof shall not entitle the County or the District to any abatement, postponement or reduction in amounts payable under this Agreement, and the County and the District hereby waive, to the extent permitted by law, the benefits and provisions of all laws and rights which, by reason of such casualty or condemnation, might relieve the County and the District from any of such obligations.

Section 4.11. Excess Funds. After the Purchase Price has been paid in full and all other amounts payable under the Financing Documents and any required Rebate Amount have been paid or provision for such payment has been made, any excess money remaining in the Funds shall forthwith be paid to the County pursuant to Section 410 of the Indenture.

(End of Article IV)

38 806 C

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CORPORATION

Section 5.01. Representations and Warranties of the Corporation. The Corporation represents and warrants that:

(a) Corporate Existence; Good Standing. The Corporation is a non-profit water supply corporation duly incorporated, organized and existing under Art. 1434a.

(b) Power; Authority. The Corporation has full power and authority under the Constitution and laws of the State and its Articles of Incorporation and Bylaws (both as currently in force and effect), to adopt the Bond Resolution, to issue the Series 1989 Bonds, to execute and deliver the Financing Documents and to perform its obligations under the Financing Documents.

(c) Authorization. The Corporation has duly adopted the Bond Resolution. All action required on the part of the Corporation for the authorization of the issuance of the Series 1989 Bonds and the execution and delivery of the Financing Documents to be executed and delivered by it has been duly and effectively taken.

(d) Enforceability. The Financing Documents constitute valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms (except that (i) the enforceability of such Financing Documents may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to the enforcement of creditors' rights, (ii) certain equitable remedies, including specific performance, may be unavailable and (iii) the indemnification provisions contained therein may be limited by applicable securities laws and public policy).

(e) All Approvals. All filings with, or approvals or consents of, governmental authorities required to be made or obtained by the Corporation for (i) the valid adoption of the Resolutions authorizing the issuance of the Series 1989 Bonds, (ii) the valid authorization, execution and delivery by the Corporation of the Financing Documents to which it is a party and (iii) the valid issuance of the Series 1989 Bonds, have been, or prior to the issuance of the Series 1989 Bonds, will be, duly made or obtained.

(f) No Litigation. There is no action, suit, proceeding or investigation at law or in equity before or by any court, either State or federal, or public board or body pending or, to the Corporation's knowledge, threatened, calling into question the creation or existence of the Corporation, the validity of the Financing Documents to be executed and delivered by it, the authority

of the Corporation to execute and deliver the Financing Documents to be executed and delivered by it and to perform its obligations under the Financing Documents, or the title of any person to the office held by that person with the Corporation.

(g) Non-Contravention. The execution and delivery by the Corporation of the Financing Documents to be executed and delivered by it, and the performance of its obligations under the Financing Documents, will not violate any provision of law or regulation, or any judgment, decree, writ, order or injunction, or the Articles of Incorporation or Bylaws (both as currently in force and effect) of the Corporation, and will not contravene the provisions of, or constitute a default under, or result in the creation of a lien, charge or encumbrance under, any agreement (other than the Indenture) to which the Corporation is a party or by which any of its properties constituting a part of the Trust Estate are bound.

(h) No Defaults. No event has occurred, and no condition currently exists, which constitutes or may, with the passage of time or the giving of notice, or both, constitute an Event of Default on the part of the Corporation.

(i) Reliance. All of the documents, instruments and written information authorized by the Governing Body of the Corporation and supplied by or on behalf of the Corporation, which have been reasonably relied upon by Vinson & Elkins in rendering their opinion with respect to the exclusion of the interest on the Bonds from gross income for federal income tax purposes, are true and correct in all material respects and do not omit or fail to state any material fact necessary or required to be stated therein to make the information provided not misleading.

Section 5.02. Covenants of the Corporation. The Corporation covenants and agrees that:

(a) Corporate Existence. The Corporation will faithfully perform all of its obligations under the Financing Documents and will not voluntarily take any action which would adversely affect its corporate existence or its status as a non-profit corporation so long as any of the Series 1989 Bonds remain Outstanding.

(b) Preservation of Tax Exemption. The Corporation will not knowingly take any action, or omit to take any action, including any action or omission required to be foregone or taken to the extent necessary to preserve the excludability from gross income for federal income tax purposes of the interest on the Series 1989 Bonds, which action or omission will adversely affect the excludability from gross income for federal income tax purposes of interest on the Series 1989 Bonds and in the event of such action or omission will promptly, upon receiving knowledge thereof, take all lawful actions, based on advice

of counsel and at the expense of the Corporation, as may rescind or otherwise negate such action or omission. In addition, reference is made to Section 503 of the Indenture wherein the Corporation has made certain covenants relating to the excludability from gross income for federal income tax purposes of the interest of the Series 1989 Bonds.

(c) Maintenance of Financing Documents. To the extent that it is within its power to do so, at the expense of the County, the Corporation will maintain the validity and effectiveness of the Financing Documents, and of the Corporation's pledge and assignment to the Trustee thereunder, and (except as expressly permitted by such Financing Documents) will not take or omit to take any action, the taking or omission of which will release the Corporation from its obligations under such Financing Documents or result in the surrender, termination or modification of, or impair the validity of, such Financing Documents.

(d) Compliance. The Corporation will observe the covenants made by it in the Indenture; it will use its best efforts to cause the District to have and exercise all the rights, powers and benefits stated to be in the District in this Agreement and the Indenture; and so long as no Event of Default exists, it will not join in the modification of the Financing Documents in any manner without the prior written consent of the County, the District and the Trustee.

(e) Public Activities. The Corporation will engage in activities which are essentially public in nature. The Corporation will engage in no activities and will take no action contrary to those activities and purposes permitted under the general non-profit corporation laws of the State of Texas pursuant to which the Corporation was organized. The income of the Corporation will not inure to any private person.

Section 5.03. No Conflict of Interest. The Corporation represents that to the best of its knowledge, no employee, agent or any member of the Board of Directors of the Corporation has any direct or indirect interest of any kind, or any right, agreement or arrangement to acquire such an interest in the Project which would violate or require disclosure or other action under any law or regulation of the United States of America, the State or the Corporation.

(End of Article V)

38 806 F

ARTICLE VI

REPRESENTATIONS, WARRANTIES
AND COVENANTS OF THE DISTRICT AND COUNTY

Section 6.01. Representations and Warranties of the District. The District represents and warrants as follows:

(a) Existence; Power. The District is a political subdivision duly organized under the laws of the State of Texas, including in particular, the District Act. The District has adequate authority to own its properties to provide drainage and flood control services to the County, and to conduct its business as now being conducted. The District has been duly authorized to act in all matters relating to the Project and the Series 1989 Bonds and hereby approves, ratifies and confirms all such actions heretofore and concurrently herewith taken by it or on its behalf.

(b) Accuracy of Information; No Misstatements. All of the documents, instruments and written information furnished by or on behalf of the District through its Governing Body to the Corporation in connection with the issuance of the Series 1989 Bonds are true and correct in all material respects and do not omit or fail to state any material facts necessary or required to be stated therein to make the information provided not misleading.

(c) No Defaults; Noncontravention. No Event of Default or event which, with notice or lapse of time or both, would constitute an Event of Default or a default under any agreement or instrument to which the District is a party or by which the District is or may be bound or to which any of the property or assets of the District is or may be subject, and which would have a material adverse effect on the District has occurred and is continuing; neither the execution nor the delivery by the District of the Financing Documents to which it is a party, nor the consummation of any of the transactions herein and therein contemplated nor the fulfillment of, or compliance with, the terms and provisions hereof or thereof, will contravene the District's powers or will conflict with, in any way which is material to the District, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under, any agreement or other instrument to which the District is a party or by which the District is or may be bound, or any law or any order, rule or regulation applicable to the District of any court, or regulatory body, administrative agency or other governmental body having jurisdiction over the District or its properties or operations.

(d) No Litigation. To the best of the District's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened, wherein an adverse decision, ruling or finding (i)

would materially and adversely affect the ability of the District to fulfill its obligations under this Agreement and which has not been disclosed in writing to the Corporation and the Board, or (ii) would materially and adversely affect the transactions contemplated by, or the validity or enforceability of, this Agreement.

(e) Authority For, Authorization of Transaction. The District has full power and authority to perform its obligations hereunder and engage in the transactions contemplated by this Agreement. This Agreement has been duly authorized, executed and delivered by the District and constitutes the legal, valid and binding obligation of the District, as appropriate, enforceable in accordance with its terms (except that (i) the enforceability of this Agreement may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to the enforcement of creditors' rights, (ii) certain equitable remedies, including specific performance, may be unavailable and (iii) the indemnification provisions contained therein may be limited by applicable securities laws and public policy).

(f) All Approvals. No consents, approvals, authorizations or any other actions by governmental officials or regulatory authority that have not been obtained or taken are or will be required for the execution and delivery of this Agreement, the operation of the Project or the consummation of the other transactions contemplated by this Agreement.

(g) Impact Fees. The Governing Body of the District has validly levied an Impact Fee pursuant to the provisions of the Impact Fee Resolution against New Development in the Service Area and the District is assessing and collecting and will continue to assess and collect such Impact Fee against all New Development of land within the Service Area.

(h) Reliance. All of the documents, instruments and written information supplied by or on behalf of the District, and approved by the Governing Body of the District, which have been reasonably relied upon by Vinson & Elkins in rendering their opinion with respect to the exclusion of the interest on the Series 1989 Bonds from gross income for federal income tax purposes, are true and correct in all material respects and do not omit or fail to state any material fact necessary or required to be stated therein to make the information provided not misleading.

Section 6.02. No Conflict of Interest. The District represents that to the best of its knowledge, no elected or appointed public official, employee, agent or any of their official boards, commissions or committees or any member of the Governing Body has any direct or indirect interest of any kind, or any right, agreement or arrangement to acquire such an interest in the Project, which would violate or require disclosure or other

action under any law, regulation, charter or ordinance of the United States of America, the State or the District.

Section 6.03. Reports to the Board. The District agrees to provide directly to the Board quarterly reports on the levy and collection of Impact Fees in the Service Area. The District's Treasurer shall provide such report unless some other person is so authorized by the Governing Body.

Section 6.04. Representations and Warranties of the County. The County represents and warrants as follows:

(a) Existence; Power. The County is a political subdivision duly organized under the laws of the State of Texas; and the County has been duly authorized to act in all matters relating to the Project and the Series 1989 Bonds and hereby approves, ratifies and confirms all such actions heretofore and concurrently herewith taken by it or on its behalf.

(b) Accuracy of Information; No Misstatements. All of the documents, instruments and written information furnished by or on behalf of the County through its Governing Body, to the Corporation in connection with the issuance of the Series 1989 Bonds are true and correct in all material respects and do not omit or fail to state any material facts necessary or required to be stated therein to make the information provided not misleading.

(c) No Defaults; Noncontravention. No Event of Default or event which, with notice or lapse of time or both, would constitute an Event of Default or a default under any agreement or instrument to which the County is a party or by which the County is or may be bound or to which any of the property or assets of the County is or may be subject, and which would have a material adverse effect on the County has occurred and is continuing; neither the execution nor the delivery by the County of the Financing Documents to which it is a party, nor the consummation of any of the transactions herein and therein contemplated nor the fulfillment of, or compliance with, the terms and provisions hereof or thereof, will contravene the County's powers or will conflict with, in any way which is material to the County, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under, any bond, note, indenture, agreement or other instrument to which the County is a party or by which the County is or may be bound, or any law or any order, rule or regulation applicable to the County of any court, or regulatory body, administrative agency or other governmental body having jurisdiction over the County or its properties or operations.

(d) No Litigation. To the best of the County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending

or threatened, wherein an adverse decision, ruling or finding (i) would materially and adversely affect the ability of the County to fulfill its obligations under this Agreement and which has not been disclosed in writing to the Corporation and the Board, or (ii) would materially and adversely affect the transactions contemplated by, or the validity or enforceability of, this Agreement.

(e) Authority For, Authorization of Transaction. The County has full power and authority to perform its obligations hereunder and engage in the transactions contemplated by this Agreement. This Agreement has been duly authorized, executed and delivered by the County and constitutes the legal, valid and binding obligation of the County, as appropriate, enforceable in accordance with its terms (except that (i) the enforceability of this Agreement may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to the enforcement of creditors' rights, (ii) certain equitable remedies, including specific performance, may be unavailable and (iii) the covenant to defend provisions contained therein may be limited by applicable securities laws and public policy).

(f) All Approvals. No consents, approvals, authorizations or any other actions by governmental officials or regulatory authority that have not been obtained or taken are or will be required for the execution and delivery of this Agreement, the ownership and operation of the Project or the consummation of the other transactions contemplated by this Agreement.

(g) Reliance. All of the documents, instruments and written information supplied by or on behalf of the County and approved by the Governing Body of the County, which have been reasonably relied upon by Vinson & Elkins in rendering their opinion with respect to the exclusion of the interest on the Series 1989 Bonds from gross income for federal income tax purposes, are true and correct in all material respects and do not omit or fail to state any material fact necessary or required to be stated therein to make the information provided not misleading.

Section 6.05. No Conflict of Interest. The County represents that to the best of its knowledge, no elected or appointed public official, employee, agent or any of their official boards, commissions or committees or any member of the Governing Body has any direct or indirect interest of any kind, or any right, agreement or arrangement to acquire such an interest in the Project, which would violate or require disclosure or other action under any law, regulation, charter or ordinance of the United States of America, the State or the County.

Section 6.06. Filing and Recording. The County covenants that (i) upon the execution and delivery of the Financing Documents and thereafter, from time to time, it will cause any Financing Document and financing

statement required to be filed thereunder and each amendment and supplement thereto (or a memorandum with respect thereto or to such amendment or supplement) to be filed, registered and recorded and to be refiled, reregistered and rerecorded in such manner and in such places as may be required in order to publish notice of and fully to protect the liens created or authorized thereby, or to perfect or continue the perfection of the security interests, created thereby and (ii) it shall perform or cause to be performed from time to time any other act as required by law, and it will execute or cause to be executed any and all instruments of further assurance that may be necessary for such publication, perfection, continuation and protection.

Section 6.07. Covenant to Defend. The County shall prosecute or defend any acts or proceedings arising out of the acquisition, construction or the installation of the Project and the Corporation agrees to cooperate fully with the County in any such action or proceeding. Any amounts recovered in connection with the foregoing, after deduction of the expenses incurred in such recovery, shall (except to the extent such recovery relates to personal injury or death, or contribution for personal injury or death, or property other than the Project), if received prior to the Completion Date of the Project, be paid to the County Treasurer for deposit in the Construction Fund and, if recovered after the Completion Date of the Project, be paid to the Trustee for deposit into the Revenue Fund.

(End of Article VI)

ARTICLE VII

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 7.01. General Tax Covenant. The County and the Corporation intend that the interest on the Series 1989 Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and applicable Regulations. The County and the Corporation covenant and agree not to take any action, or knowingly omit to take any action within their control, that if taken or omitted, respectively, would cause the interest on the Series 1989 Bonds to be includable in gross income, as defined in section 61 of the Code, of the Owners thereof for purposes of federal income taxation. In particular, the County and the Corporation covenant and agree to comply with each requirement of this Article VII; provided, however, that the County and the Corporation shall not be required to comply with any particular requirement of this Article VII if the County and the Corporation have received an Opinion of Counsel from nationally recognized bond counsel that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 1989 Bonds or if the County and the Corporation have received an Opinion of Counsel to the effect that compliance with some other requirement set forth in this Article VII will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article VII.

Section 7.02. Use of Proceeds. The County and the Corporation covenant and agree that use of the Net Proceeds of the Series 1989 Bonds will at all times satisfy the following requirements:

(a) The County and the Corporation will limit the amount of original or investment proceeds of the Series 1989 Bonds to be used (other than use as a member of the general public) in the trade or business of any person other than a governmental unit to an amount aggregating no more than ten percent of the Net Proceeds of the Series 1989 Bonds ("private-use proceeds"). For purposes of this Section, the term "person" includes any individual, corporation, partnership, unincorporated association, or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to persons other than natural persons, any activity other than an activity carried on by a governmental unit. Any use of proceeds of the Series 1989 Bonds in any manner contrary to the guidelines set forth in Revenue Procedures 82-14, 1982-1 C.B. 459, and 82-15, 1982-1 C.B. 460, including any revisions or amendments thereto, shall constitute the use of such proceeds in the trade or business of one who is not a governmental unit.

(b) The County and the Corporation will not permit more than five percent of the Net Proceeds of the Series 1989 Bonds to be used in the trade or business of any person other than a governmental unit if such use is unrelated to the governmental purposes of the Series 1989 Bonds. Further, the amount of private-use proceeds of the Series 1989 Bonds in excess of five percent of the Net Proceeds of the Series 1989 Bonds ("excess private-use proceeds") will not exceed the proceeds of the Series 1989 Bonds to which such excess private-use proceeds relate.

(c) The County and the Corporation will not permit an amount of proceeds of the Series 1989 Bonds exceeding the lesser of (i) $5,000,000 or (ii) five percent of the Net Proceeds of the Series 1989 Bonds to be used, directly or indirectly, to finance loans to persons other than governmental units.

(d) The County and the Corporation will expend all of the Net Proceeds except for an amount not to exceed $5,000 (that is included in the amount of the Series 1989 Bonds solely for the purposes of rounding the dollar amount of the issue) to provide tangible real or tangible personal property. For purposes of this paragraph, proceeds are considered to provide tangible property only if the proceeds are used to finance costs that a taxpayer must charge to the property's capital account, may elect to charge to the property's capital account instead of deducting, or may elect to deduct instead of charging to the property's capital account. Amounts used to provide the County and the Corporation with working capital are not used to provide tangible property.

Section 7.03. No Federal Guaranty. The County and the Corporation covenant and agree not to take any action, or knowingly omit to take any action within their control, that, if taken or omitted, respectively, would cause the Series 1989 Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and applicable Regulations, except as permitted by section 149(b)(3) of the Code and such Regulations.

Section 7.04. No-Arbitrage Covenant.

(a) The County and the Corporation shall certify, through Authorized Officers, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 1989 Bonds are delivered, the County and the Corporation reasonably expect that the proceeds of the Series 1989 Bonds will not be used in a manner that would cause the Series 1989 Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable Regulations. Moreover, the County and the Corporation covenant and agree that it will make such use of the proceeds of the Series 1989 Bonds including interest or other investment income derived from Series 1989 Bond proceeds, regulate investments or proceeds of the Series 1989 Bonds, and take such other and further action as may be required so that the Series 1989 Bonds will not be

"arbitrage bonds" within the meaning of section 148(a) of the Code and applicable Regulations.

(b) The County and the Corporation agree to provide to the Trustee, at such times as requested by the Trustee, all information required by the Trustee with respect to Nonpurpose Investments not held in any Fund under the Indenture.

Section 7.05. Arbitrage Rebate.

(a) The County and the Corporation will take all necessary steps to comply with the requirement that certain amounts earned on the investment of the "Gross Proceeds" of the Series 1989 Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the County and the Corporation will (i) maintain records regarding the investment of the Gross Proceeds of the Series 1989 Bonds as may be required to calculate the amount earned on the investment of the Gross Proceeds of the Series 1989 Bonds separately from records of amounts on deposit in the funds and accounts allocable to other bond issues or moneys which do not represent Gross Proceeds of any bonds, (ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the Gross Proceeds of the Series 1989 Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Series 1989 Bonds, all amounts required to be rebated to the federal government. Further, the County and the Corporation will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any Person other than the federal government by entering into any investment arrangement with respect to the Gross Proceeds of the Series 1989 Bonds that might result in a "prohibited payment" within the meaning of Section 1.103-15AT of the Regulations.

(b) To the extent the County and the Corporation are unable to make the calculations required, the County agrees to pay all of the fees and expenses of a nationally-recognized bond counsel, a certified public accountant and any other necessary consultant employed by the Trustee or the County in connection with any of the requirements imposed by Section 7.05(a) of this Agreement and Section 406 of the Indenture. It shall be the responsibility of the County to see that all required information and moneys are provided to the Trustee to enable the Trustee to satisfy the obligations imposed on the Trustee by the Indenture with respect to the Rebate Amount and investment of amounts held under the Indenture.

(c) The County shall immediately direct the Trustee as required by Section 507(a) of the Indenture with respect to the Rebate Amount, and to the extent that moneys not on deposit in any Fund are to be used to make the deposit to the Rebate Fund, the County shall immediately remit such moneys to the Trustee.

Section 7.06. Control of Corporation.

(a) The County shall take all action and shall not omit to take any action necessary to ensure that none of the income of the Corporation inures to the benefit of any private person. Furthermore, the Governing Body of the County shall not cause or permit the amendment of the Articles of Incorporation of the Corporation in any manner that would allow any income of the Corporation to inure to any private person.

(b) The Governing Body of the County shall at all times that any of the Series 1989 Bonds are Outstanding, (i) appoint or approve the appointment of at least 80 percent of the members of the Governing Body of the Corporation, and (ii) retain the power to remove, for cause, either directly or through judicial proceedings any member of the Governing Body of the Corporation and appoint a successor.

Section 7.07. Information Reporting. The County covenants and agrees to cause the Corporation to file with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and applicable Regulations.

Section 7.08. Representations Regarding the Project. The best estimates of the County and the Corporation are as follows:

(a) The fair market value of the Project on the latest Stated Maturity date of the Series 1989 Bonds is equal to at least twenty percent of the original cost of the Project. For this purpose, the estimated fair market value of the Project shall be determined without including in the value any addition to the Project or any increase or decrease for inflation or deflation during the term of the Series 1989 Bonds; and

(b) The remaining useful life of the Project on the latest Stated Maturity date of the Bonds is the longer of one year or twenty percent of the originally estimated useful life of the Project.

(End of Article VII)

38-806D

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default and Remedies. Whenever any Event of Default (as defined in the Indenture) shall have occurred and be continuing, the Trustee, or the Corporation with the prior written consent of the Trustee, or, to the extent permitted by the Indenture, any Bondholder, may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County or the District under this Agreement, and such payment and performance may be enforced by mandamus to the extent permitted under the laws of the State, and to apply installments of the Purchase Price in accordance with this Agreement and the Indenture. Any amounts collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the Indenture.

The Corporation may, without the consent of, but with prior written notice to the Trustee, take such actions as it deems appropriate to enforce the observance and performance of the County's and the District's covenants, conditions and agreements contained in Sections 4.01, 4.04, 4.09, 7.01 and 8.03 of this Agreement.

The County and the District may, without the consent of, but with prior written notice to the Trustee, take such actions as it deems appropriate to enforce the observance and performance of the Corporation's obligations, covenants and agreements contained in Sections 2.01, 2.02 2.03, 2.04, 2.05, 2.08, 2.09, 2.11, 2.12, 2.13, 3.01, 3.02 and 4.02 of this Agreement.

A waiver by the Trustee of any Event of Default, when permitted by the Indenture, shall also constitute a waiver of its consequences hereunder.

Section 8.02. No Remedy Exclusive. No remedy conferred upon or reserved to the Corporation, County, District or the Trustee by this Agreement is intended to be exclusive of any other available remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing hereunder shall impair any such right or power or shall be construed to be a waiver thereof, nor shall any single or partial exercise of any other right, power or privilege, but every such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notices as may be herein expressly required.

38 806 P

Section 8.03. Agreement to Pay Attorneys' Fees and Expenses. If the Corporation or its officers or the Trustee should employ attorneys or incur other expenses in taking any action in respect of their rights under this Agreement or to defend any Claim asserted against them by any Person, the County agrees that it will, upon 15 days written demand therefor, reimburse the Corporation or its officers or the Trustee for the reasonable and necessary fees of such attorneys and such other expenses so incurred. As an alternative to paying the Corporation or its officers' legal fees, the County may supply legal representation to the Corporation or its officers.

(End of Article VIII)

38 806Q

ARTICLE IX

GENERAL

Section 9.01. Third Party Beneficiaries. This Agreement is entered into in part to induce the purchase of the Series 1989 Bonds, and accordingly, so long as any Series 1989 Bonds are Outstanding, all respective covenants and agreements of the parties herein contained are hereby declared to be for the benefit of any and all Bondholders and may be enforced by or on behalf of the Bondholders by the Trustee or the Bondholders in accordance with the provisions of the Indenture. This Agreement shall not be deemed to create any right of subrogation or otherwise in any person who is not a party hereto (other than the permitted successors and assigns of a party) and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors or assigns of a party hereto), except in each case the Bondholders and the Trustee.

Section 9.02. Counterparts and Amendments. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

Section 9.03. Amendments. This Agreement may be modified or amended only as provided in the Indenture. The parties agree that they will amend this Agreement to increase the payments to be made by the County and the District hereunder if for any reason such payments, if made, are not sufficient to pay the Debt Service on the Series 1989 Bonds as the same becomes due.

Section 9.04. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 9.05. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 9.06. Corporate Obligation. It is acknowledged by all parties hereto that this Agreement is solely a corporate obligation of the Corporation, the County and the District which under no circumstances can result in liability to the officers, directors, members of the Governing Body of the Corporation, the County or District.

Section 9.07. Term of Agreement. This Agreement shall remain in full force and effect from the date of execution and delivery hereof until the Indenture has been discharged in accordance with the provisions thereof; provided, however, that the provisions of Section 8.03 of this Agreement shall survive any expiration or termination of this Agreement.

38 806R

Section 9.08. Assignment by the County or District. The County or District may not transfer or assign this Agreement or transfer or assign any of or all of its rights or delegate any or all of its duties hereunder, except with the consent of all of the Bondholders and the Corporation.

Section 9.09. Assignment to Trustee. The Corporation may assign its rights under and interest in this Agreement and may pledge and assign any payments, receipts and revenues receivable under or pursuant to this Agreement, any moneys receivable by the Corporation due to the sale of assets which are part of the Project and any income earned by the investment of funds held under the Indenture for Project Costs or Costs of Issuance and otherwise, as provided herein and in the Indenture, to the Trustee pursuant to the Indenture as security for payment of Debt Service on the Series 1989 Bonds, but each such assignment or pledge shall be subject to this Agreement. No other assignment by the Corporation is permitted without the consent of the Owners all of the Outstanding Bonds.

Section 9.10. Addresses and Notices. Any notice, communication or request (collectively, "notice") herein provided or permitted to be given, made or accepted by any party to the other must be in writing and may be given by depositing the same in the United States Mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an Authorized Representative of such party. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as shown below; provided, however, that the parties shall have the right to change their addresses and each shall have the right to specify as its address any other address in Texas upon ten (10) days' written notice to the other parties.

38 806S

If to the County:

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

With a copy to:

Fort Bend County, Texas
400 South Sixth
Richmond, Texas 77469
Attention: Civil Division, Criminal
District Attorney's Office

If to the District:

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

With a copy to:

Fort Bend County Drainage District
3417 Avenue F
Rosenberg, Texas 77471
Attention: Manager

If to the Corporation:

Fort Bend Flood Control Water Supply Corporation
2800 First City Tower
1001 Fannin Street
Houston, Texas 77002-6760
Attn: President
With copy to: Joe B. Allen

Section 9.11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and all prior written or oral agreements are merged herein.

38 806T

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

By_____
President, Board of Directors

ATTEST:

_____
Secretary/Treasurer

FORT BEND COUNTY DRAINAGE DISTRICT

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

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY, TEXAS

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

ATTEST:

Dianne Wilson
Diane Wilson, County Clerk

A:\FBFCWSC.PHH\INSTAL.AGT
04/09/89

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4-3-89

EXHIBIT "A"
PLANS AND SPECIFICATIONS

JOB NO. H-414-0000-44

Portion of Project	Dated	Status of TWDB Approval Process
A. MIDDLE OYSTER CREEK		
1. Dulles-Frost Tract	8-19-88	Approved
2. Frost Tract-FM 1092	8-19-88	Approved
3. FM 1092-Hampton Road		Final Approval Pending
4. Hampton Road-S.H. #6		Final Approval Pending
B. FLAT BANK/STEEP BANK CREEK		
1. S.H. #6-Sta. 135+86.16	2-22-89	Approved
2. Sta. 135+86.16-Brazos River	2-22-89	Approved
C. STAFFORD RUN		
1. Brand Lane-Detention Facilities		In Design Phase
2. Detention Facilities		In Design Phase
3. 5th Street and Willow Drive Bridges		In Design Phase

SWK/EXH-A

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4-3-89

EXHIBIT "B"
DESCRIPTION OF PROJECT

The proposed flood control improvements include the deepening and widening of main channels, the improvements to major roadway crossings, the adjustment of existing utilities, and acquisition of ultimate right-of-way. On-line detention facilities will be constructed in the Stafford Run watershed. The watersheds experience significant overbank flooding problems for existing development conditions. Major improvements are required to provide capacity for new development.

Stafford Run Proposed Improvements

The estimated cost to serve ultimate development of the Stafford Run watershed is $8.6 million. The proposed construction, which costs approximately $5,627,000, will alleviate existing flooding concerns and allow for the development of 565 additional acres.

Proposed improvements which are illustrated in Exhibit 3, include channel excavation and improvements from Brand Lane downstream to the proposed detention facility, partial construction of the detention facilities, the acquisition of ultimate right-of-way needs, and construction at the Fifth Street bridge and Willow Drive bridge crossing, and all required pipeline adjustments.

Proposed construction along Stafford Run includes approximately 214,000 cubic yards of excavation in on-line detention ponds (that will be formed from existing sand pits) and 205,000 CY of channel excavation from the detention ponds upstream to Brand Lane. A bridge will be constructed to replace existing culverts at the 5th Street Crossing and the Willow Drive bridge will be expanded. Concrete slope paving will be used downstream of the new 5th Street bridge and through the channel reach from the BRA canal upstream through Dove Country. The detention ponds will be constructed of adequate size to receive the storm flows from Meadow Creek, Section 5. The City of Missouri City will bear the costs of conveying the water to the detention ponds. Pipelines will be adjusted where needed and erosion control measures will be included. Right-of-way will be acquired for ultimate improvements. Detention pond sites will be acquired from City of Missouri City and other property owners. The cost of the proposed improvements is estimated to be $5,627,000 including engineering and contingencies. Specific improvements are:

1. Downstream of detention facilities - 6' bottom width, 3:1 side slopes earthen channel (approximately 1300 linear feet).
2. Channel within detention area - 20' bottom width, 3:1 side slopes.
3. Channel from the detention area upstream to 5th Street - 40' bottom width, 3:1 side slopes.
4. New 5th Street bridge and downstream slope paving.
5. Channel from 5th Street upstream to BRA canal - 35' bottom width, 3:1 side slopes.
6. Channel from BRA canal upstream through Dove Country - 33' bottom width, 2:1 side slopes, concrete lined.
7. Channel from Dove Country upstream to FM 1092 - 30' bottom width, 3:1 side slopes.
8. Channel from FM 1092 upstream to Avenue E - 23' bottom width, 2:1 side slopes, concrete lined.

38 806W

9. Channel from Avenue E upstream to Regal Ranch - 45' bottom width, 3:1 side slopes (previous improvements not included in this program).

10. Channel from Regal Ranch upstream to Brand Lane - 20' bottom width, 3:1 side slopes.

The future 2nd phase (not included in this project scope) would include minor excavation and concrete slope paving in the areas from the detention ponds upstream to Brand Lane and clearing and lowering the flow line for the ditch from the detention facilities downstream to the Oyster Creek confluence.

Proposed Middle Oyster Creek Improvements

The proposed construction includes channel excavation and improvements, slope stability in required areas, and pipeline relocations. The proposed channel excavation between Dulles Avenue and FM 1092 will have a 55' bottom width, a slope of 0.04% and 4:1 maximum side slopes. The channel extending through Quail Valley subdivision south to several thousand feet south of the Stafford Run confluence will have a 35' bottom width, a 0.03% slope, and 4:1 maximum side slopes. The proposed channel extending south to the Flat Bank Creek confluence will reduce to 45' bottom width, .03% slope, and 4:1 maximum side slopes. Required right-of-way is approximately 300' from Dulles Avenue to FM 1092. Right-of-way through Quail Valley from FM 1092 to the confluence with Stafford Run will be acquired only where there is no existing right-of-way. A right-of-way width of approximately 300' from south of Quail Valley to the Flat Bank Creek confluence will be required.

Construction in the Middle Oyster Creek watershed consists of approximately 1,264,000 CY of excavation, drainage appurtenances, erosion control measures, right-of-way acquisition and pipeline crossings. The estimated cost of the proposed improvements to Middle Oyster Creek including engineering and contingencies are $9,352,000.

Proposed Flat Bank Creek/Steep Bank Creek Improvements

The proposed improvements call for increasing the capacity of Flat Bank Creek from State Highway #6 downstream to the north property line of the Burdine Anderson tract where flows will be directed westward and south to Steep Bank Creek via a new channel. These improvements are illustrated in Exhibit 6. Steep Bank Creek will be improved downstream to the Brazos River. The proposed channel will have bottom width ranging from 30'-50' and 3:1 side slopes. The project will include approximately 2,100,000 CY of excavation, a drop structure in Steep Bank Creek and necessary ultimate right-of-way acquisition. The estimated cost of the improvements are $6,988,000.

It is planned that the Texas Department of Highways and Public Transportation (the "Highway Department") will construct a new bridge at State Highway 6. The Highway Department is planning to hold public meetings this year to review the proposed schematic plan for Highway 6 from US 59 to Alvin. Costs are included in the Project to replace, improve or adjust five existing wooden bridges and two pipeline crossings south of Highway 6.

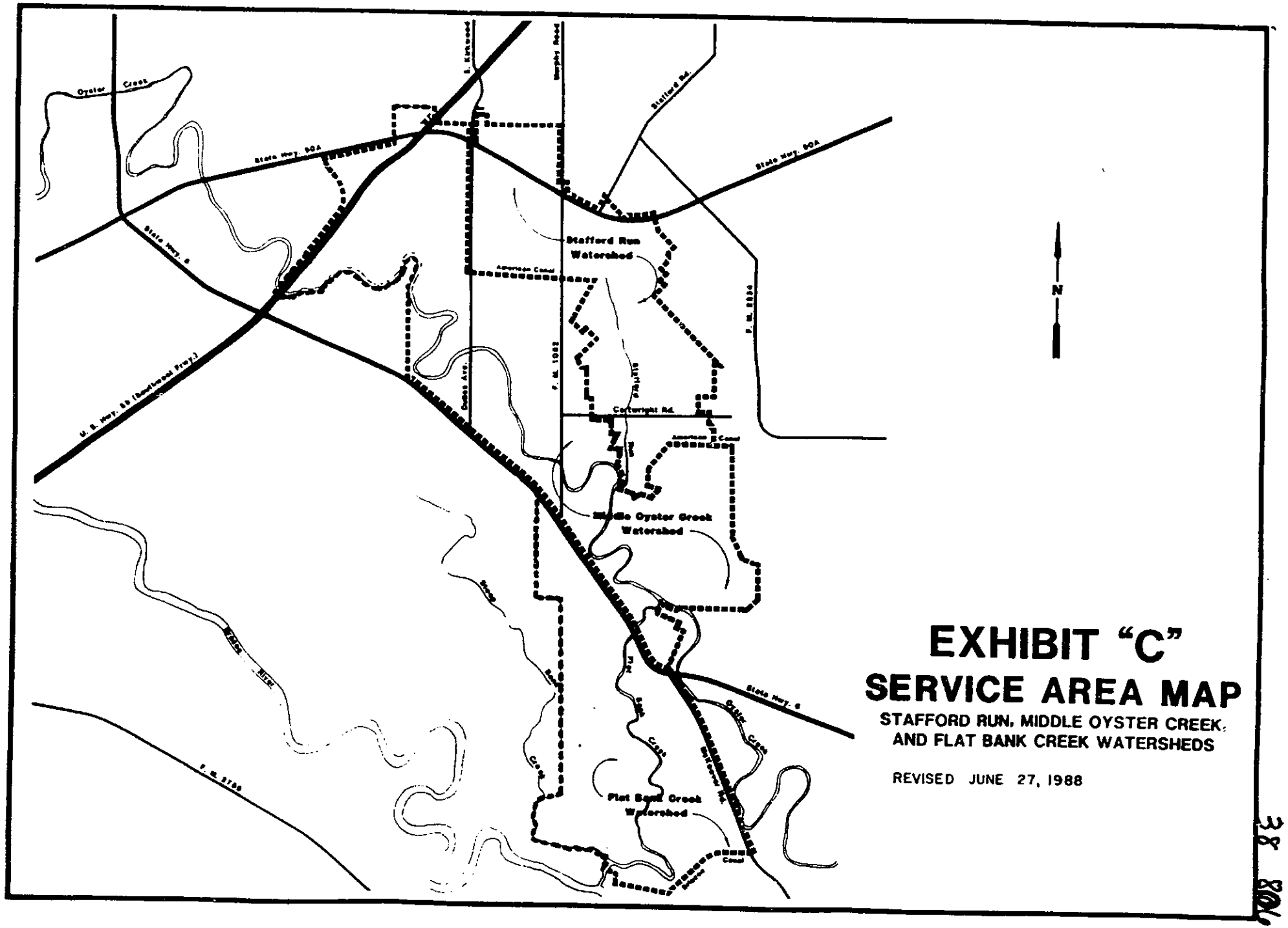


EXHIBIT "C"
SERVICE AREA MAP
STAFFORD RUN, MIDDLE OYSTER CREEK, AND FLAT BANK CREEK WATERSHEDS

REVISED JUNE 27, 1988

38 806X

GENERAL CERTIFICATE OF GOVERNING BODY

I, the undersigned, County Clerk of Fort Bend County, Texas, make this certification for the benefit of the Attorney General of Texas and all other persons interested in the issuance by the Fort Bend County Flood Control Water Supply Corporation (the "Issuer") of its $20,325,000 Revenue Bonds, Series 1989 (the "Bonds"). I hereby certify that:

1. On February 23, 1987, the following named persons constituted the duly elected and qualified officers holding the office indicated:

Directors	Officers
Jodie Stavinoha	County Judge
Johnnie Pustka	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4

2. On January 3, 1989, and at all times since such date the following named persons have constituted the duly elected and qualified officers holding the office indicated:

Directors	Officers
Jodie Stavinoha	County Judge
Bud O'Shieles	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

3. The Issuer was duly created by the Commissioners Court of Fort Bend County and authorized to act on behalf of the Fort Bend County Drainage District (the "District") and the Articles of Incorporation and the Bylaws of the Issuer, as amended and restated and in effect on this date, were approved by the Commissioners Court of Fort Bend County (the "Governing Body" of the Issuer and the District).

4. On March 4, 1987, the following named persons appointed by the Governing Body constituted the duly appointed and qualified officers of the Issuer, holding the office indicated opposite their names:

Directors	Office
Don L. Russell	President
Paul J. Council	Vice President
A. J. Colbert	Asst. Vice President
Charles F. Howard	Secretary/Treasurer
Claude L. Berry	Director

5. On February 22, 1989, and at all times since such date, (i) the following named persons have been duly appointed by the Governing Body as members of the Board of Directors of the Issuer and (ii) as indicated below, certain of the directors have been the duly appointed, qualified and acting officers of the Issuer for the offices set forth opposite their names:

Directors	Office
Don L. Russell	President
Paul J. Council	Vice President
A. J. Colbert	Asst. Vice President
Charles F. Howard	Secretary/Treasurer
Rick Zapalac	Director

6. Attached hereto as Exhibit A is a true and correct copy of the resolution of the Governing Body, dated April 10, 1989, specifically approving the issuance of the Bonds and the documents relating thereto in the amount and for the purpose set forth therein and such resolution has not been amended, annulled, rescinded or revoked and remains in full force and effect on the date hereof.

7. Attached hereto as Exhibit B is a true and correct copy of the resolution of the Governing Body, dated February 23, 1987, authorizing the creation of the Issuer and such resolution has not been amended, annulled, rescinded or revoked and remains in full force and effect on the date hereof.

8. Attached hereto as Exhibit C is a true and correct copy of the resolution of the Governing Body, dated June 2, 1987, authorizing the Fort Bend County Drainage District to impose Impact Fees collected in the Watersheds of Flat Bank Creek, Middle Oyster Creek and Stafford Run. Such fees are to be pledged to the payment of the bonds now in the process of issuance, and such resolution has not been amended,

annulled, rescinded or revoked and remains in full force and effect on the date hereof.

9. No litigation is pending or, to the best of my knowledge after reasonable investigation, threatened against the Governing Body or the District:

(i) to restrain or enjoin the issuance or delivery of the Bonds; or

(ii) in any way contesting (a) the right and power of the Governing Body or the District in connection with any action taken by it towards the creation of the Issuer or the issuance of the Bonds or (b) the titles of the current County Commissioners or officers of the Fort Bend County Commissioners Court to their respective offices.

WITNESS MY HAND AND THE OFFICIAL SEAL OF FORT BEND COUNTY, TEXAS this 13 day of April, 1989.

Dianne Wilson
County Clerk, Fort Bend County

By Elida Kosler
Deputy County Clerk

(SEAL)

a:fbfcwsc.phh\gcgovbod
04/09/89

GENERAL CERTIFICATE OF GOVERNING BODY

I, the undersigned, County Clerk of Fort Bend County, Texas, make this certification for the benefit of the Attorney General of Texas and all other persons interested in the issuance by the Fort Bend County Flood Control Water Supply Corporation (the "Issuer") of its $20,325,000 Revenue Bonds, Series 1989 (the "Bonds"). I hereby certify that:

1. On February 23, 1987, the following named persons constituted the duly elected and qualified officers holding the office indicated:

Directors	Officers
Jodie Stavinoha	County Judge
Johnnie Pustka	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4

2. On January 3, 1989, and at all times since such date the following named persons have constituted the duly elected and qualified officers holding the office indicated:

Directors	Officers
Jodie Stavinoha	County Judge
Bud O'Shieles	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

3. The Issuer was duly created by the Commissioners Court of Fort Bend County and authorized to act on behalf of the Fort Bend County Drainage District (the "District") and the Articles of Incorporation and the Bylaws of the Issuer, as amended and restated and in effect on this date, were approved by the Commissioners Court of Fort Bend County (the "Governing Body" of the Issuer and the District).

4. On March 4, 1987, the following named persons appointed by the Governing Body constituted the duly appointed and qualified officers of the Issuer, holding the office indicated opposite their names:

Directors	Office
Don L. Russell	President
Paul J. Council	Vice President
A. J. Colbert	Asst. Vice President
Charles F. Howard	Secretary/Treasurer
Claude L. Berry	Director

5. On February 22, 1988, and at all times since such date, (i) the following named persons have been duly appointed by the Governing Body as members of the Board of Directors of the Issuer and (ii) as indicated below, certain of the directors have been the duly appointed, qualified and acting officers of the Issuer for the offices set forth opposite their names:

Directors	Office
Don L. Russell	President
Paul J. Council	Vice President
A. J. Colbert	Asst. Vice President
Charles F. Howard	Secretary/Treasurer
Rick Zapalac	Director

6. Attached hereto as Exhibit A is a true and correct copy of the resolution of the Governing Body, dated April 10, 1989, specifically approving the issuance of the Bonds and the documents relating thereto in the amount and for the purpose set forth therein and such resolution has not been amended, annulled, rescinded or revoked and remains in full force and effect on the date hereof.

7. Attached hereto as Exhibit B is a true and correct copy of the resolution of the Governing Body, dated February 23, 1987, authorizing the creation of the Issuer and such resolution has not been amended, annulled, rescinded or revoked and remains in full force and effect on the date hereof.

8. Attached hereto as Exhibit C is a true and correct copy of the resolution of the Governing Body, dated June 2, 1987, authorizing the Fort Bend County Drainage District to impose Impact Fees collected in the Watersheds of Flat Bank Creek, Middle Oyster Creek and Stafford Run. Such fees are to be pledged to the payment of the bonds now in the process of issuance, and such resolution has not been amended,

annulled, rescinded or revoked and remains in full force and effect on the date hereof.

9. No litigation is pending or, to the best of my knowledge after reasonable investigation, threatened against the Governing Body or the District:

(i) to restrain or enjoin the issuance or delivery of the Bonds; or

(ii) in any way contesting (a) the right and power of the Governing Body or the District in connection with any action taken by it towards the creation of the Issuer or the issuance of the Bonds or (b) the titles of the current County Commissioners or officers of the Fort Bend County Commissioners Court to their respective offices.

WITNESS MY HAND AND THE OFFICIAL SEAL OF FORT BEND COUNTY, TEXAS this 13 day of April, 1989.

Dianne Wilson
County Clerk, Fort Bend County

By Elida Losler
Deputy County Clerk

(SEAL)

a:fbfcwsc.phh\gcgovbod
04/09/89

VINSON & ELKINS
ATTORNEYS AT LAW
3300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
TELEPHONE 713 651-2222 TELEX 762146

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE. N.W.
WASHINGTON, D.C. 20004-1007
TELEPHONE 202 639-8500 TELEX 89660

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 44 1 491-7236
CABLE VINELKINS LONDON W1-TELEX 24140

FIRST CITY CENTRE
816 CONGRESS AVENUE
AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-8400

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 220-7700

April 12, 1989

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

Re: Fort Bend Flood Control Water Supply Corporation

Dear Dianne:

Enclosed for your execution are the resolutions approving the purchase price and final purchase price for land required for Flood Control improvements adopted by the Commissioner's Court on April 10, 1989.

Please return five executed copies of each to me at your earliest convenience. Thank you for your attention to this matter.

Yours truly,

Gayle L. Galt

Gayle L. Galt
Legal Assistant

6875:3911
Enclosures

\FOR649\DWILCLK.LTR

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County convened in regular session at a regular term of said Court, open to the public, on the 10 day of APRIL, 1989, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Jodie Stavinoha	County Judge
Bud O'Shieles	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

and all of said persons being present except _____.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION APPROVING FINAL PURCHASE PRICES FOR LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH LAND, INCLUDING FILING CONDEMNATION PROCEEDINGS

The resolution was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

AYES: 5
NOES: 0

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

RESOLUTION APPROVING FINAL PURCHASE PRICES FOR LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH LAND, INCLUDING FILING CONDEMNATION PROCEEDINGS

WHEREAS, the Commissioners Court of Fort Bend County (the "Commissioners Court") has the authority and responsibility to provide flood control and drainage improvements for Fort Bend County, Texas; and

WHEREAS, Article 1434a, Vernon's Texas Civil Statutes, authorizes the creation of a nonprofit water supply corporation to provide water, sewer and drainage services; and

WHEREAS, Fort Bend Flood Control Water Supply Corporation (the "Corporation") has been duly created in accordance with Article 1434a and its Board of Directors has met and organized; and

WHEREAS, a nonprofit corporation whose purposes and activities comply with Revenue Ruling 63-20 is eligible to issue tax-exempt bonds "on behalf" of a political subdivision; and

WHEREAS, the Corporation was created in accordance with Revenue Ruling 63-20 and on February 23, 1987, the Commissioners Court approved the creation of the Corporation to act "on behalf" of Fort Bend County; and

WHEREAS, the Corporation is therefore eligible to issue tax-exempt revenue bonds to finance flood control and drainage improvements; and

WHEREAS, Article III, Section 49-d-2 of the Texas Constitution and the Texas Water Code authorize the Texas Water Development Board (the "Water Development Board") to provide loans of flood control funds to political subdivisions, including Article 1434a corporations, for the development of flood plain management plans and for structural and nonstructural flood control projects; and

WHEREAS, there is a public necessity for flood control improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds (the "Project"), which are located in Fort Bend County, Texas; and

WHEREAS, on October 15, 1987, the Water Development Board approved a loan commitment to the Corporation in the amount of $20,325,000 from the flood control account of the water development fund to finance regional flood control improvements to the Project to be evidenced by the Board's purchase of $20,325,000 Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1988 (the "Bonds"); and

WHEREAS, in connection with the Project, it is necessary for the Corporation to acquire certain land; and

WHEREAS, the Board of Directors of the Corporation previously has extended written offers to purchase the land described in Exhibit "A"; however, the owners of such land have not accepted the offers; and

WHEREAS, the Commissioners Court now desires to authorize and proceed with any and all necessary action to authorize the Corporation to consummate purchase of the land described in Exhibit "A", including filing of condemnation proceedings, if necessary; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1: The Commissioners Court hereby confirms that a public necessity exists for the Project and requires acquisition of the land described in Exhibit "A".

Section 2: The Commissioners Court hereby approves the final purchase prices for land submitted by the Corporation which are attached hereto as Exhibit "A", and authorizes the Corporation to acquire such land, to execute all contracts and other documents in connection therewith and to make all payments due pursuant to the terms thereof, and authorizes the Corporation to file condemnation proceedings against any owners of the land described in Exhibit "A" who do not accept the Corporation's offer to purchase such land within fourteen (14) days of the date of such offer.

Section 3: The Corporation and its consulting engineers, attorneys and financial advisors are hereby authorized to take all necessary actions to acquire such land, including filing of condemnation proceedings as described in Section 2 hereof.

PASSED AND APPROVED this 10 day of April, 1989.

Jodie Stavinoha
County Judge

ATTEST:

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

(SEAL)

A:\WP01FBFC\R-PRICE.CC

EXHIBIT "A"

Tract #7 3.289 acres	City of Missouri City, Texas	$ 35,817.00
Tract #8 3.282 acres	Ruth Callaway Lalley	35,740.00
Tract #9 0.551 acres	Claude J. Borden and Wife, Ruth M. Borden	20,604.00
Tract #10 0.538 acres	Sue B. Alston and Robert B. Alston	7,893.00
Tract #11 1.008 acres	Mrs. Lillie Veal Brinkman, individually and as independent executrix of the Estate of Mantie Veal Dew, deceased	7,734.00
Tract #12 2.089 acres	Oail A. Phillips and wife, Helen E. Phillips	6,825.00
Tract #12A 0.146 acres	Ruth Callaway Lalley	1,284.00
Tract #13 9.687 acres	Fort Bend Independent School District	19,715.00
Tract #14 6.643 acres	Louise Fenton Robinson, individually and as co-trustee of the Adam DeWalt Adams trust created by the will of Hampton C. Robinson, Jr., and Earl E. Shouse as co-trustee of the Adam DeWalt Adams trust created by the will of Hampton C. Robinson, Jr.	21,833.00
Tract #15 1.778 acres	Robert T. Herrin	2,667.00
Tract #16 1.388 acres	Barbara Roane Fennekohl	2,082.00
Tract #17 0.821 acres	Vista Mortgage and Realty, Inc.	1,704.00
Tract #18 7.420 acres	Board of Trustees of the Hermann Hospital Estate	35,073.00
Tract #19&20 10.583 acres	R. T. Herrin	116,969.00

Tract #21 60.402 acres	Burdine C. Anderson	305,421.00
Tract #25 43.245 acres	R. G. Schindler	133,511.00
Tract #26 23.585 acres	Board of Trustees of the Hermann Hospital Estate	35,378.00
Tract #27 40.691 acres	Raymond G. Schindler, Trustee	81,382.00

The above referenced tracts are further described in the metes and bounds descriptions attached hereto.

A:\WP01FBFC\R-PRICE.EXA

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of the Commissioners Court do hereby certify that the attached and foregoing is a true and correct copy of a resolution entitled:

RESOLUTION APPROVING FINAL PURCHASE PRICES FOR LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH LAND, INCLUDING FILING CONDEMNATION PROCEEDINGS

adopted by said Commissioners Court at a meeting, open to the public, held on the 10 day of April, 1989, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said Commissioners Court on file in my office.

I further certify that the written notice of the date, hour, place and subject of the meeting of the Commissioners Court, at which the foregoing resolution was adopted, was posted on a bulletin board located at a place convenient to the public in the County Courthouse and readily accessible to the general public at the earliest possible time, pursuant to Article 6252-17 of Vernon's Texas Civil Statutes, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this 18th day of April, 1989.

DIANNE WILSON, County Clerk and
Ex-Officio Clerk of
Commissioners Court

By Elida Kosler
Deputy

(SEAL)

A:\WP01FBFC\R-PRICE.CC

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

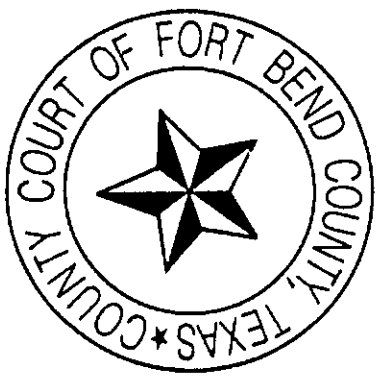
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MAY 12, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg.686

ENDING WITH
FILM CODE NO. 89vol.38pg.820



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF MAY ,19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 823.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
FLOOD CONTROL IMPROVEMENTS FOR MIDDLE OYSTER CREEK,
FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS

PARTIAL PAYMENT
SECOND REQUEST

LICHLITER/JAMESON & ASSOCIATES, INC.

MARCH 16, 1989
REVISED APRIL 5, 1989

AS PER ORIGINAL

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERS AND PLANNERS

March 16, 1989

Mr. Dan Gerken, P.E.
Fort Bend County Drainage District
P. O. Box 1028
Rosenberg, Texas 77471

Re: Partial Payment #2 for Engineering Services for Middle Oyster Creek and Flat Bank Creek Flood Control Improvements

Dear Dan:

On August 9, 1988, we submitted our first draw request for the Middle Oyster Creek/Flat Bank Creek Flood Control project after working on the project since early spring of 1987. Since that first draw, we have received final Texas Water Development Board approval for Phase 1 and 2 of MOC and all of FBC. Phase 3 and 4 of MOC final approvals is expected in the immediate future and work has commenced on the Stafford Run project. We are submitting a second draw request for your consideration.

Enclosed is a summary of project billings through January 31, 1989. The summary includes our proposal for partial payment #2 for our services performed thus far. Partial payment #1 previously paid to us ($370,726.61 to L/JA) and this disbursement together (representing partial payment of our expenditures to date) will cover the enclosed invoices in full. Ulrich Engineers was paid $11,479.64 from the first partial disbursement for Geotechnical Services performed. We have requested additional partial payment for previous services by Ulrich Engineers, and McBride Ratcliff and Associates for geotechnical engineering services performed to date.

We would like to schedule a meeting next week (March 27-31) with Jeff Council, Rick Zapalac, Greg Schmidt, and yourself to review this request. Your prompt attention will be appreciated.

Very truly yours,

Samuel W. Kruse, Jr., P.E.
Project Manager

SWK/swb

cc: Mr. Rick Zapalac, Fort Bend Flood Control Water Supply Corporation
Mr. Jeff Council, Fort Bend Flood Control Water Supply Corporation

File: H-414-0000-44

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

April 3, 1989

SUMMARY FOR PARTIAL DISBURSEMENT #2
FOR PREVIOUSLY PERFORMED ENGINEERING SERVICES
FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
FLOOD CONTROL IMPROVEMENTS FOR FLAT BANK CREEK,
MIDDLE OYSTER CREEK, AND STAFFORD RUN WATERSHEDS
(THROUGH JANUARY 31, 1989)
REVISED

Task	Job No.	Budget	Billed to Date	Previously Paid	Paid this Disbursement	Remaining Unpaid Fees
Planning Grant Application and Funding Application Per Exhibit "C" of Engineering Contract 3-25-87	414-0000-92	$80,450.00	$78,164.42	$31,265.77	$0.00	$46,898.65
Tasks Associated with Construction Projects Per Engineering Contract 3-25-87						
Stafford Run Design Surveys	414-0100-05	67,500.00	44,486.49	0.00	0.00	44,486.49
Stafford Run Design	414-0100-07	162,063.00	54,282.36	0.00	0.00	54,282.36
Stafford Run Construction Staking	414-0100-09	61,800.00	0.00	0.00	0.00	0.00
Stafford Run Project Representation	414-0100-10	61,800.00	0.00	0.00	0.00	0.00
SUB-TOTAL (Stafford Run)		$353,163.00	$98,768.85	$ 0.00	$ 0.00	$98,768.85

SWK/BILL-SUM

AS PER ORIGINAL

38 825

Task	Job No.	Budget	Billed to Date	Previously Paid	Paid this Disbursement	Remaining Unpaid Fees
Middle Oyster Creek Design Surveys	414-0200-05	65,000.00	61,362.58	19,045.00	38,666.16	3,651.42
Middle Oyster Creek Design	414-0200-07	326,357.20	304,948.10	78,247.05	185,211.02	41,490.03
Middle Oyster Creek Construction Staking	414-0200-09	112,000.00	0.00	0.00	0.00	0.00
Middle Oyster Creek Project Representation	414-0200-10	112,000.00	0.00	0.00	0.00	0.00
SUB-TOTAL (Middle Oyster Creek)		$615,357.20	$366,310.68	$97,292.05	$223,877.18	$45,141.45
Flat Bank Creek Design Surveys	414-0300-05	65,000.00	66,111.92	40,424.75	0.00	25,687.17
Flat Bank Creek Design	414-0300-07	233,931.50	213,461.20	81,891.47	118,003.35	13,566.38
Flat Bank Creek Construction Staking	414-0300-09	108,100.00	0.00	0.00	0.00	0.00
Flat Bank Creek Project Representation	414-0300-10	108,100.00	0.00	0.00	0.00	0.00
SUB-TOTAL (Flat Bank Creek)		$515,131.50	$279,573.12	$122,316.22	$118,003.35	$39,253.55

AS PER ORIGINAL

38 826

Task	Job No.	Budget	Billed to Date	Previously Paid	Paid this Disbursement	Remaining Unpaid Fees
Tasks Associated with 2-8-88 Amendment to Engineering Contract for Additional Services						
Impact Fee Analysis & Adoption - Preparation of Land Use Assumptions, Preparation of Capital Improvements Plan, Impact Fee Calculation Public Hearings, Coordination Meetings, Etc.	414-0001-44	80,000.00	99,958.66	60,612.12	19,387.88	19,958.66
Right-of-Way Research - Abstracting, Base Map Preparation, Title Work, Sketches for Field Surveys	414-0030-79	80,000.00	51,971.07	21,380.72	28,005.20	2,585.15
Right-of-Way Surveys - Calculation of Right-of-Way, Field Surveys, Preparation of Taking Documents	414-0030-02	71,500.00	92,928.66	17,875.50	37,908.28	37,144.88
Permitting - Coordination with Governmental Agencies, Applications, Public Hearings, Meetings	414-0100-15	50,000.00	41,863.69	20,000.00	5,427.60	16,436.09
FEMA Coordination - Flat Bank Creek Watershed, FEMA Submittal for Stockpiling Materials	414-0002-15	10,000.00	5,955.83	0.00	0.00	5,955.83

SWK/BILL-SUM

AS PER ORIGINAL

38 827

Task	Job No.	Budget	Billed to Date	Previously Paid	Paid this Disbursement	Remaining Unpaid Fees
Coordination - with Property Owners in Flat Bank Creek Watershed	414-0002-44	10,000.00	2,449.85	0.00	0.00	2,449.85
SUB-TOTAL (Miscellaneous)		$301,500.00	$295,127.76	$119,868.34	$90,728.96	$84,530.46
L/JA PROJECT TOTAL		**$1,865,601.70**	**$1,117,944.83**	**$370,742.38**	**$432,609.49**	**$314,592.96**
Other Consultants						
Ulrich Engineers		$74,000.00	$62,996.71	$11,479.64	$ 0.00	$51,517.07
MRA		$39,900.00	$36,027.12	$ 0.00	$11,888.95	$24,138.17
Ulrich Engineers (Special Environmental Study)		$22,400.00	$12,553.86	$ 0.00	$12,553.86	$ 0.00
TOTAL PROJECT		**$2,001,091.70**	**$1,229,522.52**	**$382,222.02**	**$457,052.30**	**$390,248.20**
2ND DISBURSEMENT					**$457,052.30**	

AS PER ORIGINAL

SWK/BILL-SUM

38 828

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

September 09, 1988

Invoice No. 44695

F.B.C. Flood Control Water Sup
c/o Vinson & Elkins
2800 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414000144
Flood Control Improvements For
Stafford Run, Middle O.C.
Impact Fee Analysis

ENGINEERING SERVICES THROUGH AUGUST 26, 1988

Division Dept. Head	55.0 Hrs. =	$ 2,126.03	
Project Manager	19.0 Hrs. =	609.43	
Engineer	17.5 Hrs. =	479.61	
Clerical	10.0 Hrs. =	160.26	
		$ 3,375.33	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 7,425.73

Reimbursable Expenses:

Delivery Charges	270.05	
Mileage	285.78	
Postage/Freight	40.50	
Printing	19.15	
Xerox	135.47	
Computer Time	8.40	
TOTAL EXPENSES		759.35
TOTAL DUE		$ 8,185.08

Note: 100% District

2nd Disbursement
4032.35

Project Billing Summary

Estimated Fee T & M

Billed through this Invoice $ 81,152.78

Approved: Sam Kruse

38 830

AS PER ORIGINAL

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

August 12, 1988

Invoice No. 44225

F.B.C. Flood Control Water Sup
c/o Vinson & Elkins
2800 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414000144
Flood Control Improvements For
Stafford Run, Middle O.C.
Impact Fee Analysis

ENGINEERING SERVICES THROUGH JULY 29, 1988

Division Dept. Head	63.0 Hrs. =	$ 2,357.43	
Project Manager	23.0 Hrs. =	648.81	
Engineer	28.0 Hrs. =	774.45	
Designer	1.0 Hrs. =	21.69	
Draftsman	12.5 Hrs. =	238.09	
Clerical	6.0 Hrs. =	102.73	
		$ 4,143.20	
	X MULTIPLIER	2.20	
Principal Consultant	18.0 Hrs. @ $ 95.00 =	1,710.00	
	TOTAL LABOR		$ 10,825.04

Reimbursable Expenses:

Delivery Charges	512.87	
Mileage	73.50	
Travel	327.07	
Printing	287.21	
Xerox	325.70	
Computer Time	4.20	
TOTAL EXPENSES		1,530.55
TOTAL DUE		$ 12,355.59

Note: 100% District

2nd Disbursement

Project Billing Summary

Estimated Fee T & M
Billed through this Invoice $ 72,967.70
Approved: [signature]

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

July 15, 1988

Invoice No. 43664

F.B.C. Flood Control Water Sup
c/o Vinson & Elkins
2800 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414000144
Flood Control Improvements For
Stafford Run, Middle O.C.
Impact Fee Analysis

ENGINEERING SERVICES THROUGH JULY 01, 1988

Division Dept. Head	53.0 Hrs. =	$ 1,990.74	
Project Manager	25.0 Hrs. =	705.23	
Engineer	24.5 Hrs. =	677.65	
Draftsman	5.5 Hrs. =	97.48	
Clerical	3.0 Hrs. =	51.37	
Survey Technician	2.0 Hrs. =	42.05	
		$ 3,564.52	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 7,841.94

Reimbursable Expenses:

Delivery Charges	24.75	
Mileage	39.00	
Travel	9.35	
Printing	99.00	
Xerox	57.04	
TOTAL EXPENSES		229.14
TOTAL DUE		$ 8,071.08

Note: 100% District

1st Disbursement

Project Billing Summary

Estimated Fee T & M

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

June 10, 1988

Invoice No. 43307

F.B.C. Flood Control Water Sup
c/o Vinson & Elkins
2800 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414000144
Flood Control Improvements For
Stafford Run, Middle O.C.
Impact Fee Analysis

ENGINEERING SERVICES THROUGH MAY 27, 1988

Division Dept. Head	23.0 Hrs. =	$ 870.74	
Project Manager	11.0 Hrs. =	310.30	
Engineer	16.0 Hrs. =	442.54	
Designer	1.5 Hrs. =	34.59	
Draftsman	18.5 Hrs. =	371.60	
Clerical	4.5 Hrs. =	77.05	
		$ 2,106.82	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 4,635.00

Reimbursable Expenses:

Delivery Charges	12.10	
Mileage	49.50	
Travel	142.81	
Printing	53.72	
Xerox	18.72	
Postage/Freight	12.00	
Filing Fees	75.91	
TOTAL EXPENSES		364.76
TOTAL DUE		$ 4,999.76

Note: 100% District

1st Disbursement

Project Billing Summary

Estimated Fee	T & M
Billed through this Invoice	$ 52,541.03

Approved: [signature]

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 833

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

May 13, 1988

Invoice No. 42917-/

F.B.C. Flood Control Water Sup
c/o Vinson & Elkins
2800 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414000144
Flood Control Improvements For
Stafford Run, Middle O.C.
Impact Fee Analysis

ENGINEERING SERVICES THROUGH APRIL 29, 1988

Division Dept. Head	71.0 Hrs. =	$ 2,683.98	
Project Manager	25.0 Hrs. =	705.23	
Engineer	10.5 Hrs. =	290.43	
Designer	8.5 Hrs. =	196.00	
Draftsman	15.0 Hrs. =	301.30	
Clerical	2.5 Hrs. =	42.80	
		$ 4,219.74	
	X MULTIPLIER	2.20	
Principal Consultant	4.0 Hrs. @ $ 95.00 =	380.00	
	TOTAL LABOR		$ 9,663.43

Reimbursable Expenses:

Cadd Workstation	54.50	
Delivery Charges	29.15	
Printing	37.86	
Xerox	15.11	
Computer Time	27.65	
TOTAL EXPENSES		164.27
TOTAL DUE		$ 9,827.70

1st Disbursement

Project Billing Summary

Estimated Fee T & M
Billed through this Invoice $ 47,541.27
Approved: _____

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

- AS PER ORIGINAL 38 834

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

April 15, 1988
Invoice No. 42617

Fort Bend Flood Control WSC
c/o Vinson & Elkins
2800 First City Tower
Houston, Texas 77002

Attention: Don Russell

Re: Job No. 414-0001-44
Flood Control Improvements
for Stafford Run,
Middle Oyster Creek
Impact for Analysis

ENGINEERING SERVICES THROUGH APRIL 1, 1988

Division Department Head	112.5 Hrs. =	$ 4,241.25	
Project Manager	169.0 Hrs. =	5,051.95	
Engineer	41.5 Hrs. =	1,140.94	
Planner	12.0 Hrs. =	221.39	
Designer	70.0 Hrs. =	1,682.17	
Draftsman	3.0 Hrs. =	51.15	
Survey Draftsman	17.0 Hrs. =	288.22	
Clerical	18.0 Hrs. =	288.85	
Survey Technician	6.0 Hrs. =	126.17	
CADD/Computer Operator	24.0 Hrs. =	444.10	
		$13,536.19	
	X MULTIPLIER	2.2	
Principal Consultant	19.5 Hrs. @ $95.00 =	1,852.50	
	TOTAL LABOR		$31,632.12
Reimbursable Expenses:			
	CADD Workstation	698.25	
	Delivery Charges	342.11	
	Mileage	117.45	
	Travel	127.53	
	Miscellaneous	31.14	
	Printing	193.83	
	Xerox	70.06	
	Computer Time	481.95	
	Plot Charges	660.75	
	TOTAL EXPENSES		2,723.07
	TOTAL DUE		$34,355.19

Project Billing Summary

Estimated Fee	T & M
Billed through this Invoice	$37,713.57

1st Disbursement

Approved: _____

AS PER ORIGINAL

38 835

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

January 15, 1988

Invoice No. 41617-/

F.B.C. Flood Control Water Sup
c/o Vinson & Elkins
2800 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414000144
Flood Control Improvements For
Stafford Run, Middle O.C.
Impact For Analysis

ENGINEERING SERVICES THROUGH JANUARY 01, 1988

Division Dept. Head	18.0 Hrs. =	$ 678.60	
Project Manager	29.0 Hrs. =	818.06	
		$ 1,496.66	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 3,292.65

Reimbursable Expenses:

Delivery Charges	58.85	
Printing	6.88	
TOTAL EXPENSES		65.73
TOTAL DUE		$ 3,358.38

Note: 100% District

Project Billing Summary

Estimated Fee	T & M	
Billed through this Invoice	$	3,358.38

1st Disbursement

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 836

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

October 13, 1988

Invoice No. 45189

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414003002
ROW Acquisition Surveys

ENGINEERING SERVICES THROUGH SEPTEMBER 30, 1988

Project Manager	2.0 Hrs. =	$ 62.06	
Survey Draftsman	57.0 Hrs. =	975.99	
Clerical	12.5 Hrs. =	174.99	
Survey Technician	55.0 Hrs. =	1,172.39	
Registered Surveyor	2.0 Hrs. =	61.05	
		$ 2,446.48	
	X MULTIPLIER	2.20	
Crew Hours	2.0 Hrs. @ $ 82.00 =	164.00	
	TOTAL LABOR		$ 5,546.26

Reimbursable Expenses:

Delivery Charges	9.35	
Mileage	13.80	
Printing	57.33	
Computer Time	410.20	
TOTAL EXPENSES		490.68
TOTAL DUE		$ 6,036.94

Note: 100% District

2nd Disbursement

Project Billing Summary

Estimated Fee T & M

Billed through this Invoice $ 55,783.78

Approved: [signature]

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 837

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

September 09, 1988

Invoice No. 44696

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414003002
ROW Acquisition Surveys

ENGINEERING SERVICES THROUGH AUGUST 26, 1988

Draftsman	123.0 Hrs. =	$ 2,394.59	
Survey Draftsman	96.5 Hrs. =	1,675.68	
Survey/Dept.Head	6.0 Hrs. =	183.16	
Clerical	11.5 Hrs. =	164.04	
Survey Technician	230.0 Hrs. =	4,898.82	
		$ 9,316.29	
	X MULTIPLIER	2.20	
Crew Hours	3.5 Hrs. @ $ 82.00 =	287.00	
	TOTAL LABOR		$ 20,782.84

Reimbursable Expenses:

Mileage	12.00	
Printing	281.15	
Xerox	0.75	
Computer Time	1,086.40	
TOTAL EXPENSES		1,380.30
TOTAL DUE		$ 22,163.14

Note: 100% District

2nd Disbursement

Project Billing Summary

Estimated Fee T & M

Billed through this Invoice $ 49,746.84

Approved: Sam Kruse

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 838

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

August 12, 1988

Invoice No. 44226

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414003002
ROW Acquisition Surveys

ENGINEERING SERVICES THROUGH JULY 29, 1988

Draftsman	24.0 Hrs. =	$ 467.24	
Survey Draftsman	91.0 Hrs. =	1,579.68	
Clerical	1.0 Hrs. =	17.12	
Survey Technician	98.0 Hrs. =	2,050.04	
Registered Surveyor	2.0 Hrs. =	61.05	
		$ 4,175.13	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 9,185.29

Reimbursable Expenses:

Printing	172.41	
Xerox	7.50	
Computer Time	343.00	
TOTAL EXPENSES		522.91
TOTAL DUE		$ 9,708.20

Note: 100% District

2nd Disbursement

Project Billing Summary

Estimated Fee T & M

Billed through this Invoice $ 27,583.70

Approved: Samuel W. Kurtz, Jr.

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

July 15, 1988

Invoice No. 43665

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414003002
ROW Acquisition Surveys

ENGINEERING SERVICES THROUGH JULY 01, 1988

Designer	0.5 Hrs. =	$ 11.53	
Survey Draftsman	115.5 Hrs. =	2,004.97	
Survey/Dept.Head	3.0 Hrs. =	91.58	
Survey Technician	66.0 Hrs. =	1,387.80	
Cadd/Computer Operator	1.5 Hrs. =	28.46	
		$ 3,524.34	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 7,753.55

Reimbursable Expenses:

Printing	124.21	
Computer Time	206.50	
Plot Charges	80.00	
TOTAL EXPENSES		410.71
TOTAL DUE		$ 8,164.26

Note: 100% District

Project Billing Summary

Estimated Fee T & M

Billed through this Invoice $ 17,875.50

Approved: _____

1st Disbursement

ELEVEN-ONE-ELEVEN BROOKLET DRIVE SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 840

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

June 10, 1988

Invoice No. 43308

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414003002
ROW Acquisition Surveys

ENGINEERING SERVICES THROUGH MAY 27, 1988

Survey Technician	30.0 Hrs. =	$ 630.82	
		$ 630.82	
	X MULTIPLIER	2.20	
Cadd Workstation	11.3 Hrs. @ $ 7.00 =	79.10	
	TOTAL LABOR		$ 1,466.90
	TOTAL DUE		$ 1,466.90

Note: 100% District

Copy

Project Billing Summary

Estimated Fee T & M

Billed through this Invoice $ 9,711.24

Approved: 6-13-88

1st Disbursement

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

May 13, 1988

Invoice No. 42918

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414003002
ROW Acquisition Surveys

ENGINEERING SERVICES THROUGH APRIL 29, 1988

Survey Technician	16.0 Hrs. =	$ 336.44	
		$ 336.44	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 740.17
	TOTAL DUE		$ 740.17

Note: 100% District

Project Billing Summary

Estimated Fee	T & M	
Billed through this Invoice	$	8,244.34

Approved: _____

1st Disbursement

AS PER ORIGINAL

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

April 15, 1988

Invoice No. 42577

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002

Attention: Mr. Don Russell

Re: Job No. 414003002
ROW Acquisition Surveys

ENGINEERING SERVICES THROUGH APRIL 01, 1988

Survey Technician	118.0 Hrs. =	$ 2,476.72	
Survey Draftsman	46.0 Hrs. =	783.89	
		$ 3,260.61	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 7,173.34

Reimbursable Expenses:

Cadd Workstation	228.20	
Printing	36.09	
Xerox	16.94	
Computer Time	19.60	
Plot Charges	30.00	
TOTAL EXPENSES		330.83
TOTAL DUE		$ 7,504.17

Note: 100% District

Project Billing Summary

Estimated Fee	T & M	
Billed through this Invoice	$	7,504.17

1st Disbursement

Approved: _____

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

July 15, 1988

Invoice No. 43666

Fort Bend Flood Control WSC
3417 Avenue F
Rosenberg, Tx 77471

Attention: Don Russell

Re: Job No. 414003079
Flood Control Improvements
Flat Bank;Middle Oyster;
Stafford Run-Right of Way Res.

ENGINEERING SERVICES THROUGH JULY 01, 1988

Division Dept. Head	2.0 Hrs. =	$ 79.04	
Project Manager	2.0 Hrs. =	56.42	
Designer	9.0 Hrs. =	207.53	
Survey Draftsman	4.0 Hrs. =	68.16	
Clerical	4.5 Hrs. =	74.18	
		$ 485.33	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 1,067.73

Reimbursable Expenses:

Mileage	12.60	
Travel	24.23	
Postage/Freight	5.10	
Printing	13.58	
Computer Time	28.00	
TOTAL EXPENSES		83.51
TOTAL DUE		$ 1,151.24

Note: 100% District

2nd Disbursement

Project Billing Summary

Estimated Fee	T & M
Billed through this Invoice	$ 64,790.08

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 844

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

June 10, 1988

Invoice No. 43309

Fort Bend Flood Control WSC
3417 Avenue F
Rosenberg, Tx 77471

Attention: Don Russell

Re: Job No. 414003079
Flood Control Improvements
Flat Bank;Middle Oyster;
Stafford Run-Right of Way Res.

ENGINEERING SERVICES THROUGH MAY 27, 1988

Designer	11.0 Hrs. =	$ 253.65	
Draftsman	1.5 Hrs. =	26.88	
Clerical	5.0 Hrs. =	84.17	
Planner	4.0 Hrs. =	66.27	
		$ 430.97	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 948.13

Reimbursable Expenses:

Printing	14.40	
TOTAL EXPENSES		14.40
TOTAL DUE		$ 962.53

Note: 100% District

2nd Disbursement

Project Billing Summary

Estimated Fee T & M

Billed through this Invoice $ 63,638.84

Approved: [signature]

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

May 13, 1988

Invoice No. 42959

Fort Bend Flood Control WSC
3417 Avenue F
Rosenberg, Tx 77471

Attention: Don Russell

Re: Job No. 414003079
Flood Control Improvements
Flat Bank;Middle Oyster;
Stafford Run-Right of Way Res.

ENGINEERING SERVICES THROUGH APRIL 29, 1988

Division Dept. Head	9.0 Hrs. =	$ 346.58	
Project Manager	3.0 Hrs. =	84.63	
Engineer	9.0 Hrs. =	248.94	
Designer	7.5 Hrs. =	172.94	
Draftsman	1.0 Hrs. =	20.09	
Clerical	2.0 Hrs. =	34.25	
		$ 907.43	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 1,996.35

Reimbursable Expenses:

Mileage	54.45	
Printing	57.26	
Cadd Workstation	54.50	
Xerox	9.43	
Computer Time	27.65	
TOTAL EXPENSES		203.29
TOTAL DUE		$ 2,199.64

Project Billing Summary

2nd Disbursement

Estimated Fee	T & M
Billed through this Invoice	$ 62,676.30

Approved: _____

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 846

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERS AND PLANNERS

April 15, 1988
Invoice No. 48367
Revision of Invoice
No. 42616

Fort Bend Flood Control WSC
3417 Avenue F
Rosenberg, Texas 77471

Attention: Don Russell

Re: Job No. 414-0030-79
Flood Control Improvements
Flat Bank; Middle Oyster;
Stafford Run - Right
of Way Res.

ENGINEERING SERVICES THROUGH APRIL 1, 1988

Division Department Head	28.5 Hrs. =	$ 1,074.45	
Project Manager	22.0 Hrs. =	770.22	
Engineer	42.5 Hrs. =	1,168.60	
Planner	12.0 Hrs. =	221.39	
Designer	32.0 Hrs. =	1,172.64	
Draftsman	1.0 Hrs. =	18.27	
Survey Draftsman	288.0 Hrs. =	4,905.82	
Survey/Dept. Head	2.0 Hrs. =	61.06	
Clerical	12.5 Hrs. =	201.87	
CADD/Computer Operator	24.0 Hrs. =	444.10	
		$10,038.42	
	X MULTIPLIER	2.20	
Principal Consultant	6.5 Hrs. @ $95.00 =	617.50	
	TOTAL LABOR		$22,702.02
Reimbursable Expenses:			
	CADD Workstation	676.55	
	Delivery Charges	105.61	
	Mileage	67.35	
	Travel	75.44	
	Miscellaneous	31.14	
	Postage/Freight	9.18	
	Printing	367.37	
	Xerox	67.89	
	Computer Time	481.95	
	Plot Charges	660.75	
	TOTAL EXPENSES		2,543.23
	TOTAL DUE		$25,245.25

Project Billing Summary

Estimated Fee	T & M
Billed through this Invoice	$45,072.54

Approved: Samuel Kirs, Jr

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

May 13, 1988

Invoice No. 42919

Fort Bend Flood Control WSC
3417 Avenue F
Rosenberg, Tx 77471

Attention: Don Russell

Re: Job No. 414010015
Stafford Run - 404 Permit

ENGINEERING SERVICES THROUGH APRIL 29, 1988

Division Dept. Head

4.0 Hrs. =	$ 158.07	
X MULTIPLIER	$ 158.07 2.20	
TOTAL LABOR		$ 347.75
TOTAL DUE		$ 347.75

Project Billing Summary

Estimated Fee	T & M	
Billed through this Invoice	$	4,643.43

Approved: [signature]
5-19-88

2nd Disbursement

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 848

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

June 10, 1988

Invoice No. 43214

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414020005
Middle Oyster Creek
Design Survey

ENGINEERING SERVICES THROUGH MAY 27, 1988

Survey Technician	18.0 Hrs. =	$ 378.49	
		$ 378.49	
	X MULTIPLIER	2.20	
Cadd Workstation	3.4 Hrs. @ $ 7.00 =	23.80	
	TOTAL LABOR		$ 856.48
	TOTAL DUE		$ 856.48

Note: 100% District

Project Billing Summary

Estimated Fee T & M

Billed through this Invoice $ 57,711.16

Approved: 6-13-88

2nd Disbursement

(Copy)

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 849

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

January 15, 1988

Invoice No. 41618

Fort Bend Flood Control Water Supply Corp.
c/o Vinson & Elkins
3300 First City Tower
1001 Fannin
Houston, Texas 77002-6760

Attention: Don Russell

Re: Job No. 414-0030-79
Flood Control Improvements
Right-of-Way Research

ENGINEERING SERVICES THRU JANUARY 1, 1988

Project Manager	178.0 Hrs. =	$6,485.97	
Draftsman	51.0 Hrs. =	869.09	
Clerical	2.5 Hrs. =	41.61	
Survey Technician	3.0 Hrs. =	61.85	
		$7,458.52	
	X MULTIPLIER	2.2	
	TOTAL LABOR		$16,408.74
Reimbursable Expenses:			
	Consulting	1,674.42	
	Mileage	3.60	
	Miscellaneous	1,288.10	
	Printing	424.53	
	Computer Time	15.40	
	Plotting	12.50	
	TOTAL EXPENSES		3,418.55
	TOTAL DUE		$19,827.29

Note: 100% District

2nd Disbursement

Project Billing Summary

Estimated Fee	$25,000.00
Billed thru this Invoice	$19,827.29

Bill 1-14-88

AS PER ORIGINAL 38 850

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

April 15, 1988

Invoice No. 42614

Fort Bend Flood Control WSC
3417 Avenue F
Rosenberg, Tx 77471

Attention: Don Russell

Re: Job No. 414010015
Stafford Run - 404 Permit

ENGINEERING SERVICES THROUGH APRIL 01, 1988

Division Dept. Head	40.0 Hrs. =	$ 1,580.73	
Designer	1.5 Hrs. =	41.49	
Draftsman	18.0 Hrs. =	295.94	
Clerical	1.5 Hrs. =	24.97	
		$ 1,943.13	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 4,274.89

Reimbursable Expenses:

Mileage	6.00	
Printing	7.90	
Xerox	6.89	
TOTAL EXPENSES		20.79
TOTAL DUE		$ 4,295.68

Project Billing Summary

Estimated Fee	T & M	
Billed through this Invoice	$	4,295.68

Final Disbursement

Approved: Samuel W. Kirk, Jr.

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 851

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

July 15, 1988

Invoice No. 43667
(REVISED)

Fort Bend Flood Control WSC
3417 Avenue F
Rosenberg, Texas 77471

Attention: Don Russell

Re: Job No. 414-0100-15
Stafford Run - 404 Permit

ENGINEERING SERVICES THROUGH JULY 1, 1988

Project Manager	4.0 Hrs. =	$ 112.84
Engineer	83.5 Hrs. =	2,319.98
Clerical	2.5 Hrs. =	42.80
Designer	329.0 Hrs. =	6,858.63
		$9,334.25
	X MULTIPLIER	2.2
	TOTAL DUE	$20,535.35

Note: 100% District

Project Billing Summary

Estimated Fee	T & M
Billed through this Invoice	$25,427.60

$20,000.00 - 1st Disbursement
535.35 - 2nd Disbursement

Approved: Samuel W. Kruse Jr.

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 852

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

June 10, 1988

Invoice No. 43310

Fort Bend Flood Control WSC
3417 Avenue F
Rosenberg, Tx 77471

Attention: Don Russell

Re: Job No. 414010015
Stafford Run - 404 Permit

ENGINEERING SERVICES THROUGH MAY 27, 1988

Division Dept. Head	3.0 Hrs. =	$ 113.10	
		$ 113.10	
	X MULTIPLIER	2.20	
	TOTAL LABOR		$ 248.82
	TOTAL DUE		$ 248.82

Note: 100% District

2nd Disbursement

Project Billing Summary

Estimated Fee T & M

Billed through this Invoice $ 4,892.25

Approved: Samuel W. Russell Jr.

AS PER ORIGINAL

38 853

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

May 13, 1988

Invoice No. 42822 -/

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414020005
Middle Oyster Creek
Design Survey

ENGINEERING SERVICES THROUGH APRIL 29, 1988

Survey/Dept.Head	2.0 Hrs. =	$ 61.06	
		$ 61.06	
	X MULTIPLIER	2.20	
Crew Hours	15.0 Hrs. @ $ 82.00 =	1,230.00	
	TOTAL LABOR		$ 1,364.33
Reimbursable Expenses:			
	Cadd Workstation	302.50	
	Mileage	8.70	
	TOTAL EXPENSES		311.20
	TOTAL DUE		$ 1,675.53

Project Billing Summary

Estimated Fee	T & M	
Billed through this Invoice	$	56,854.68

2nd Disbursement

Approved: _____

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 854

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

April 15, 1988

Invoice No. 42652

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414020005
Middle Oyster Creek
Design Survey

ENGINEERING SERVICES THROUGH APRIL 01, 1988

Survey Draftsman	9.0 Hrs. =	$ 153.37	
Survey/Dept.Head	18.0 Hrs. =	549.50	
Survey Technician	165.0 Hrs. =	3,469.50	
		$ 4,172.37	
	X MULTIPLIER	2.20	
Crew Hours	343.5 Hrs. @ $ 82.00 =	28,167.00	
	TOTAL LABOR		$ 37,346.21

Reimbursable Expenses:

Cadd Workstation	441.00	
Mileage	225.30	
Printing	19.84	
TOTAL EXPENSES		686.14
TOTAL DUE		$ 38,032.35

Project Billing Summary

Estimated Fee	T & M	
Billed through this Invoice	$ 55,179.15	

$1,898.20 - 1st Disbursement
$36,134.15 - 2nd Disbursement

Approved: _____

ELEVEN-ONE-ELEVEN BROOKLET DRIVE SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

January 15, 1988

Invoice No. 41620 -/

Fort Bend Flood Control Water Supply Corp.
c/o Vinson & Elkins
3300 First City Tower
1001 Fannin
Houston, Texas 77002-6760

Attention: Don Russell

Re: Job No. 414-0200-00
Engineering and Surveying
Services - Middle Oyster Creek

ENGINEERING SERVICES THRU JANUARY 1, 1988

Director/Department Head Survey	35.0 Hrs. =	$1,068.45	
Survey Technician	89.0 Hrs. =	1,871.43	
		$2,939.88	
	X MULTIPLIER	2.2	
		$18,515.27	
	TOTAL LABOR		$ 6,467.74

Reimbursable Expenses:

CADD Workstation	99.40	
Consulting	10,443.39	
Mileage	131.10	
Printing	5.17	
TOTAL EXPENSES		10,679.06
TOTAL DUE		$17,146.80

Note: 100% District

Pd. 1st Disbursement

Project Billing Summary

Estimated Fee	$627,600.00
Billed thru this Invoice	$ 17,146.80

AS PER ORIGINAL 38 856

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

July 15, 1988

Invoice No. 43563

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414020007
Middle Oyster Creek
Design Services

ENGINEERING SERVICES THROUGH JULY 01, 1988

Total Construction Cost	$	6,276,100.00	
Curve 'B' (5.20%)	$	326,357.20	
80.00% Complete Through this Billing		$261,085.76	
Previously Invoiced		$244,767.90	
TOTAL LABOR			$ 16,317.86

Reimbursable Expenses Previously Invoiced $1,762.97

Reimbursable Expenses:

Delivery Charges	42.90	
Mileage	36.36	
Miscellaneous	4.73	
Printing	263.25	
Xerox	4.50	
Computer Time	19.60	
Plot Charges	238.00	
TOTAL EXPENSES		609.34
TOTAL DUE		$ 16,927.20

Project Billing Summary

Labor	$ 261,085.76
Expenses	2,372.31
Total	$ 263,458.07

2nd Disbursement

Approved: _____

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 857

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

June 10, 1988

Invoice No. 43216

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414020007
Middle Oyster Creek
Design Services

ENGINEERING SERVICES THROUGH MAY 27, 1988

Total Construction Cost	$	6,276,100.00		
Curve 'B' (5.20%)	$	326,357.20		
75.00% Complete Through this Billing			$244,767.90	
Previously Invoiced			$228,450.04	
		TOTAL LABOR		$ 16,317.86

Reimbursable Expenses Previously Invoiced $897.48

Reimbursable Expenses:

Printing	250.20	
Plot Charges	476.00	
Postage/Freight	4.56	
Xerox	134.73	
TOTAL EXPENSES		865.49
TOTAL DUE		$ 17,183.35

Project Billing Summary

Labor	$ 244,767.90
Expenses	1,762.97
Total	$ 246,530.87

Approved: Sam Fuse 6-13-88

2nd Disbursement

Copy

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

May 13, 1988

Invoice No. 42823-1

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Texas 77002-6760

Attention: Don Russell

Re: Job No. 414-0200-07
Middle Oyster Creek
Design Services

ENGINEERING SERVICES THROUGH APRIL 29, 1988

Total Construction Cost	$6,276,100.00		
Curve "B" (5.20%)	326,357.19		
70.00% Complete through this Billing		$228,450.04	
Previously Invoiced		195,814.32	
TOTAL LABOR			$32,635.72
Reimbursable Expenses Previously Invoiced:	$0.00		
Reimbursable Expenses:			
Mileage		10.80	
Photography		10.02	
Printing		114.16	
Computer Time		66.50	
Plot Charges		696.00	
TOTAL EXPENSES			897.48
TOTAL DUE			$33,533.20

Project Billing Summary

2nd Disbursement

Billed through this Invoice $228,450.04

Approved: _____

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

April 15, 1988

Invoice No. 42653

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Texas 77002-6760

Attention: Don Russell

Re: Job No. 414-0200-07
Middle Oyster Creek
Design Services

ENGINEERING SERVICES THROUGH APRIL 1, 1988

Total Construction Cost	$6,276,100.00		
Curve "B" (5.20%)	326,357.19		
60.00% Complete through this Billing		$195,814.32	
Previously Invoiced		0.00	
TOTAL LABOR			$195,814.32

Reimbursable Expenses Previously Invoiced: $0.00

TOTAL DUE $195,814.32

$78,247.05 - 1st Disbursement
117,567.27 - 2nd Disbursement

Project Billing Summary

Billed through this Invoice $195,814.32

Approved: _____

AS PER ORIGINAL 38 860

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

July 15, 1988

Invoice No. 43564

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414030005
Flat Bank Creek
Design Survey

ENGINEERING SERVICES THROUGH JULY 01, 1988

Survey/Dept.Head	2.0 Hrs. =	$ 61.05	
Survey Technician	4.0 Hrs. =	84.11	
		$ 145.16	
	X MULTIPLIER	2.20	
Crew Hours	45.0 Hrs. @ $ 82.00 =	3,690.00	
	TOTAL LABOR		$ 4,009.35

Reimbursable Expenses:

Mileage		24.30	
Consulting		4,372.50	
	TOTAL EXPENSES		4,396.80
	TOTAL DUE		$ 8,406.15

Note: 100% District

Project Billing Summary

Estimated Fee T & M

Billed through this Invoice $ 40,424.75

Approved: _____

1st Disbursement

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

May 13, 1988

Invoice No. 42825-1

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414030005
Flat Bank Creek
Design Survey

ENGINEERING SERVICES THROUGH APRIL 29, 1988

Crew Hours	7.5 Hrs. @ $ 82.00 =	615.00	
	TOTAL LABOR		$ 615.00
Reimbursable Expenses:			
Mileage		0.90	
	TOTAL EXPENSES		0.90
	TOTAL DUE		$ 615.90

Note: 100% District

Project Billing Summary

Estimated Fee	T & M	
Billed through this Invoice	$	32,018.60

1st Disbursement

Approved: _____

AS PER ORIGINAL 38 862

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

April 15, 1988

Invoice No. 42657

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414030005
Flat Bank Creek
Design Survey

ENGINEERING SERVICES THROUGH APRIL 01, 1988

Division Dept. Head	10.0 Hrs. =	$ 305.28	
Survey Technician	60.0 Hrs. =	1,261.64	
Survey/Dept.Head	11.0 Hrs. =	335.80	
		$ 1,902.72	
	X MULTIPLIER	2.20	
Principal Consultant	4.0 Hrs. @ $ 43.18 =	172.73	
Crew Hours	326.0 Hrs. @ $ 82.00 =	26,732.00	
	TOTAL LABOR		$ 31,090.71

Reimbursable Expenses:

Cadd Workstation	45.50	
Mileage	229.20	
Survey Supplies	37.29	
TOTAL EXPENSES		311.99
TOTAL DUE		$ 31,402.70

Project Billing Summary

Estimated Fee	T & M	
Billed through this Invoice	$	31,402.70

1st Disbursement

Approved: _____

AS PER ORIGINAL 38 863

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERS AND PLANNERS

December 09, 1988

Invoice No. 46192

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 Firt City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414030007
Flat Bank Creek
Design Services

ENGINEERING SERVICES THROUGH NOVEMBER 25, 1988

Total Construction Cost	$	4,253,300.00		
Fee @ (5.50%)	$	233,931.50		
85.00% Complete Through this Billing			$198,841.77	
Previously Invoiced			$187,145.20	
		TOTAL LABOR		$ 11,696.57
Reimbursable Expenses Previously Invoiced			$2,579.57	
Reimbursable Expenses:				
		Plot Charges	50.00	
		Printing	40.27	
		Printing	32.76	
		Mileage	12.00	
		TOTAL EXPENSES		135.03
		TOTAL DUE		$ 11,831.60

Note: 100% District

2nd Disbursement
Paid 10169.95
Not Paid
$1,661.65

Project Billing Summary

Labor	$ 198,841.77
Expenses	2,714.60
Total	$ 201,556.37

Approved: Samuel W. Kruse, Jr.

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL

38 864

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERS AND PLANNERS

November 11, 1988

Invoice No. 45628

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 Firt City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414030007
Flat Bank Creek
Design Services

ENGINEERING SERVICES THROUGH OCTOBER 28, 1988

Total Construction Cost	$	4,253,300.00	
Fee @ (5.50%)	$	233,931.50	
80.00% Complete Through this Billing		$187,145.20	
Previously Invoiced		$152,055.47	
		TOTAL LABOR	$ 35,089.73

Reimbursable Expenses Previously Invoiced $998.59

Reimbursable Expenses:

Plot Charges	306.00	
Xerox	146.32	
Printing	414.66	
Mileage	12.00	
Plot Charges	702.00	
TOTAL EXPENSES		1,580.98
TOTAL DUE		$ 36,670.71

Note: 100% District

Project Billing Summary

Labor	$ 187,145.20
Expenses	2,579.57
Total	$ 189,724.77

Approved: Sam Kruse

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 865

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

October 13, 1988

Invoice No. 45080

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 Firt City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414030007
Flat Bank Creek
Design Services

ENGINEERING SERVICES THROUGH SEPTEMBER 30, 1988

Total Construction Cost	$	4,253,300.00	
Fee @ (5.50%)	$	233,931.50	
65.00% Complete Through this Billing		$152,055.47	
Previously Invoiced		$116,965.75	
		TOTAL LABOR	$ 35,089.72

Reimbursable Expenses Previously Invoiced $667.61

Reimbursable Expenses:

Plot Charges	242.00	
Computer Time	1.40	
Printing	50.53	
Xerox	37.05	
TOTAL EXPENSES		330.98
TOTAL DUE		$ 35,420.70

Note: 100% District

Project Billing Summary

Labor	$ 152,055.47
Expenses	998.59
Total	$ 153,054.06

Approved: [signature]

AS PER ORIGINAL 38 866

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

September 09, 1988

Invoice No. 44590

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 Firt City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414030007
Flat Bank Creek
Design Services

ENGINEERING SERVICES THROUGH AUGUST 26, 1988

Total Construction Cost	$	4,253,300.00		
Fee @ (5.50%)	$	233,931.50		
50.00% Complete Through this Billing			$116,965.75	
Previously Invoiced			$ 88,893.97	
		TOTAL LABOR		$ 28,071.78

Reimbursable Expenses Previously Invoiced $117.05
Reimbursable Expenses:

Plot Charges	310.00	
Computer Time	8.40	
Printing	11.79	
Miscellaneous	27.50	
Printing	8.54	
Xerox	46.93	
Computer Time	43.40	
Plot Charges	94.00	
TOTAL EXPENSES		550.56
TOTAL DUE		$ 28,622.34

Note: 100% District

Project Billing Summary

Labor	$ 116,965.75
Expenses	667.61
Total	$ 117,633.36

2nd Disbursement

Approved: Samuel W Kirby Jr

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

38 867

"AS PER ORIGINAL

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

August 12, 1988

Invoice No. 44110

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 Firt City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414030007
Flat Bank Creek
Design Services

ENGINEERING SERVICES THROUGH JULY 29, 1988

Total Construction Cost	$	4,253,300.00		
Fee @ (5.50%)	$	233,931.50		
38.00% Complete Through this Billing			$ 88,893.97	
Previously Invoiced			$ 81,876.02	
		TOTAL LABOR		$ 7,017.95

Reimbursable Expenses Previously Invoiced $15.45
Reimbursable Expenses:

Printing	28.60	
Xerox	1.50	
Computer Time	59.50	
Plot Charges	12.00	
TOTAL EXPENSES		101.60
TOTAL DUE		$ 7,119.55

Note: 100% District

Project Billing Summary

Labor	$ 88,893.97
Expenses	117.05
Total	$ 89,011.02

2nd Disbursement

Approved: [signature]

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL 38 868

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

July 15, 1988

Invoice No. 43565

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 Firt City Tower
Houston, Tx 77002-6760

Attention: Don Russell

Re: Job No. 414030007
Flat Bank Creek
Design Services

ENGINEERING SERVICES THROUGH JULY 01, 1988

Total Construction Cost	$	4,253,300.00	
Curve 'B' (5.50%)	$	233,931.50	
35.00% Complete Through this Billing		$ 81,876.02	
Previously Invoiced		$ 70,179.45	
		TOTAL LABOR	$ 11,696.57
Reimbursable Expenses Previously Invoiced		$4.65	
Reimbursable Expenses:			
Mileage		10.80	
		TOTAL EXPENSES	10.80
		TOTAL DUE	$ 11,707.37

Project Billing Summary

Labor	$ 81,876.02
Expenses	15.45
Total	$ 81,891.47

Approved: _____

1st Disbursement

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

May 13, 1988

Invoice No. 42826-1

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Texas 77002-6760

Attention: Don Russell

Re: Job No. 414-0300-07
Flat Bank Creek
Design Services

ENGINEERING SERVICES THROUGH APRIL 29, 1988

Total Construction Cost	$4,253,300.00		
Curve "B" (5.50%)	233,931.50		
30.00% Complete through this Billing		$70,179.45	
Previously Invoiced		40,515.75	
TOTAL LABOR			$29,663.70
Reimbursable Expenses Previously Invoiced: $0.00			
Reimbursable Expenses:			
Printing			4.65
TOTAL DUE			$29,668.35

Project Billing Summary

Billed through this Invoice $70,179.45

1st Disbursement

Approved: _____

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

April 15, 1988

Invoice No. 42658

Fort Bend Flood Control W.S.C.
c/o Vinson & Elkins
3300 First City Tower
Houston, Texas 77002-6760

Attention: Don Russell

Re: Job No. 414-0300-07
Flat Bank Creek
Design Services

ENGINEERING SERVICES THROUGH APRIL 1, 1988

Total Construction Cost	$2,946,600.00		
Curve "B" (5.50%)	162,063.00		
25.00% Complete through this Billing		$40,515.75	
Previously Invoiced		0.00	
TOTAL LABOR			$40,515.75

Reimbursable Expenses Previously Invoiced: $0.00

TOTAL DUE $40,515.75

Project Billing Summary

Billed through this Invoice $40,515.75

1st Disbursement

Approved: _____

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

-AS PER ORIGINAL 38 871

✓ UJA APR 13 1988

McBride-Ratcliff and Associates, Inc.
Geotechnical Consultants
7220 Langtry Houston, Texas 77040 713-460-3766

April 12, 1988

Ft. Bend County Flood Control Water
Supply Corp. c/o Lichliter/Jameson
11111 Brooklet Dr., Suite 100
Houston, Texas 77099

ATTN: Mr. Sam Kruse, P. E.

Invoice: 13180 /KHR
ID No. :FORTBE

File: 87-355

STAFFORD RUN IMPROVEMENTS
PARTIAL BILLING

INVOICE PERIOD: 02/27/88 to 04/01/88

ENGINEERING AND SUPPORT SERVICES					
5 hr.	Principal		@	$95.00	$475.00
36 hr.	Project Manager		@	70.00	2,520.00
14.5 hr.	Project Engineer/Scientist		@	55.00	797.50
7 hr.	Staff Engineer/Scientist Level II		@	45.00	315.00
20.5 hr.	Senior Soil Technician		@	35.00	717.50
79 hr.	Soil Technician		@	24.00	1,896.00
25 hr.	Soil Technician	(O.T.)	@	33.60	840.00
1 hr.	Draftsman		@	21.00	21.00
10.5 hr.	Clerk/Typist		@	20.00	210.00
					$7,792.00
FIELD INVESTIGATION					
195 ft.	Piezometer Grouting		@	2.00	390.00
155 ft.	Static Level Piezometers		@	6.25	968.75
					1,358.75
LABORATORY TESTING					
12 ea.	Unconfined Compression Test		@	19.00	228.00
11 ea.	Unconsolidated-Undrained Triaxial Test		@	35.00	385.00
2 ea.	Consolidated-Undrained Triaxial Cohesive Soil		@	100.00	200.00

AS PER ORIGINAL 38 872

McBride-Ratcliff and Associates, Inc.
Geotechnical Consultants
7220 Langtry Houston, Texas 77040 713-460-3766

Invoice: 13180 /KHR

File: 87-355

2 ea.	Consolidated-Undrained Triaxial W/Pore Pressure Measurement	@ 200.00	400.00	
22 ea.	Liquid & Plastic Limits Single Point Method	@ 25.00	550.00	
5 ea.	Sieve Analysis thru #200 Sieve	@ 32.50	162.50	
13 ea.	Percent Finer Than #200 Sieve	@ 23.00	299.00	
46 ea.	Water Content	@ 3.00	138.00	
1 ea.	Density and Water Content of Undisturbed Sample	@ 9.00	9.00	
				2,371.50

EXPENSES

P-M Courier	$14.00	@ 1.15	16.10	
Wesco	$152.01	@ 1.15	174.81	
Traffic Control and Security	$67.50	@ 1.15	77.63	
General Terrazzo Supplies, Inc.	$28.08	@ 1.15	32.29	
Well Supplies Co.	$81.32	@ 1.15	93.52	
Island Graphics, Inc.	$4.99	@ 1.15	5.74	
5p Photographic Processing	$7.93	@ 1.15	9.12	
Photographs	$30.63	@ 1.15	35.22	
Page Reproduction	216	@ 0.15	32.40	
Miles	68	@ 0.40	27.20	
Day(s), Vehicle Charge	5.5	@ 40.00	220.00	
				724.03

INVOICE TOTAL ----- $12,246.28

$1909.36 · Disbursement #2

$10,336.92 to be paid later

AS PER ORIGINAL 38 873

McBride-Ratcliff and Associates, Inc.
Geotechnical Consultants
7220 Langtry Houston, Texas 77040 713-460-3766

March 15, 1988

Ft. Bend County Flood Control Water
Supply Copr. c/o Lichliter/Jameson
11111 Brooklet Dr., Suite 100
Houston, Texas 77099

ATTN: Mr. Sam Kruse, P.E.

Invoice: 13145 /KHR
ID No. :FORTBE
REISSUED: 03/25/88

File: 87-355

STAFFORD RUN IMPROVEMENTS
PARTIAL BILLING

INVOICE PERIOD: 01/30/88 to 02/26/88

ENGINEERING AND SUPPORT SERVICES				
10 hr. Principal	@	$95.00	$950.00	
11 hr. Project Manager	@	70.00	770.00	
18 hr. Project Engineer/Geologist	@	55.00	990.00	
3.5 hr. Staff Engineer Level II	@	45.00	157.50	
				$2,867.50
FIELD INVESTIGATION				
585 ft. Undisturbed Sample Borings	@	8.75	5,118.75	
40 ft. Piezometers	@	6.25	250.00	
				5,368.75
EXPENSES				
Langwood Lumber Company	$15.69 @	1.15	18.04	
Miles	163 @	0.40	65.20	
Day(s), Vehicle Charge	6.5 @	40.00	260.00	
				343.24
		INVOICE TOTAL -----		$8,579.49

Disbursement #2

AS PER ORIGINAL

38 874

OCT 21 1987

McBride-Ratcliff and Associates, Inc.
Geotechnical Consultants
7220 Langtry Houston, Texas 77040 713-460-3766

October 19, 1987

Lichliter/Jameson & Associates, Inc.
11111 Brooklet Dr., Suite 100
Houston, Texas 77099-3596

ATTN: Mr. Sam Kruse

Invoice: 12569 /CEW
ID No. :LICHLI

File: 87-355

FT. BEND CO. WATERSHED
GEOLOGIC EVALUATION

INVOICE PERIOD: 08/29/87 to 10/02/87

ENGINEERING AND SUPPORT SERVICES				
8 hr. Principal		@	$95.00	$760.00
8 hr. Project Engineer/Geologist		@	55.00	440.00
4 hr. Soil Technician		@	24.00	96.00
1 hr. Soil Technician	(O.T.)	@	33.60	33.60
.5 hr. Draftsman		@	21.00	10.50
2 hr. Clerk/Typist		@	20.00	40.00
				$1,380.10
EXPENSES				
Miles		50 @	0.40	20.00
				20.00
INVOICE TOTAL -----				$1,400.10

Disbursement #2

AS PER ORIGINAL

38 875

Ulrich Engineers • geotechnical consultants
6100 Corporate Dr. • Suite 100 • Houston, Texas 77036-3425 • (713) 995-7645

March 8, 1988

Lichliter/Jameson and Associates, Inc.
11111 Brooklet
Houston, Texas 77099-3596

Job No. 8767
Invoice No. 1

Attention: Mr. Samuel W. Kruse, Jr., P.E.
Project Manager

PROFESSIONAL SERVICES: Geotechnical investigation for the proposed improvements to Middle Oyster Creek and Flat Bank Creek as described in our Proposal No. 8767 dated November 20, 1987. This invoice represents field investigation, laboratory soil testing, and engineering services rendered through February 29, 1988.

Field Investigation Services - See attached Summary

1.1	Mobilization and demobilization of drilling equipment	$ 125.00	
3.1	Soil sampling continuously using truck-mounted equipment, 248 ft @ $11 per ft	$2,728.00	
3.3	Soil sampling at 5-ft intervals using truck-mounted equipment, 0 to 50-ft depth, 403 ft @ $7.50/ft	$3,022.50	$ 5,875.50

Laboratory Soil Tests - See attached Summary

1.1	Water Content, 64 @ $3 ea.	$ 192.00	
1.3	Plastic and Liquid limit, 20 @ $32 ea.	$ 640.00	
1.7	Density, 2 @ $20 ea.	$ 40.00	
1.8	Percent passing a single sieve, 33 @ $20 ea.	$ 660.00	
2.3	Unconfined compression, 36 @ $28	$1,008.00	$ 2,540.00

Lichliter/Jameson and Associates, Inc.
Job No. 8767, Invoice No.1

March 8, 1988
Page 2

Engineering Services

Senior Engineer, 102 hrs @ $55	$5,610.00	
Senior Draftperson, 5 hrs @ $35	$ 175.00	
Secretary, 14 hrs @ $28	$ 392.00	$ 6,177.00

Expenses

Delivery Service	$ 19.00	
Reproduction	$ 8.04	
Aerial Photo Mosaic	$ 216.00	
	$ 243.04	
Plus 15%	$ 36.46	$ 279.50

Total Invoice $14,872.00

$ 11,479.64 - Disbursement #1

$3,392.36 - to be paid later

AS PER ORIGINAL 38 877

Ulrich Engineers • geotechnical consultants
6100 Corporate Dr. • Suite 100 • Houston, Texas 77036-3425 • (713) 995-7645

COPY

February 15, 1989

Lichliter/Jameson and Associates, Inc.
11111 Brooklet
Houston, Texas 77099-3596

Job No. 8816
Invoice No. 4

Attention: Mr. Samuel W. Kruse, Jr., P.E.
Project Manager

PROFESSIONAL SERVICES: Lab analysis services related to preliminary site assessment of contamination on the O. A. Phillips property in Fort Bend County, Texas. This invoice is for services rendered through January 31, 1989.

Outside Consulting Engineering Services
ERM-Southwest, Inc.
Invoice No. 7520 ..... $3,025.00
Plus 10% ..... $ 302.50

TOTAL INVOICE $3,327.50

Disbursement #2

AS PER ORIGINAL 38 878

Ulrich Engineers • geotechnical consultants
6100 Corporate Dr. • Suite 100 • Houston, Texas 77036-3425 • (713) 995-7645

COPY

October 14, 1988

Lichliter/Jameson and Associates, Inc.
11111 Brooklet
Houston, Texas 77099-3596

Job No. 8816
Invoice No. 3

Attention: Mr. Samuel W. Kruse, Jr., P.E.
Project Manager

PROFESSIONAL SERVICES: Engineering and field services related to preliminary site assessment of contamination on the O. A. Phillips property in Fort Bend County, Texas. This invoice is for services rendered through September 30, 1988.

Field and Office Engineering and Report Preparation

Senior Engineer		
4.5 hrs @ $55		$ 274.50
Outside Consulting Engineering Services		
ERM-Southwest, Inc.		
Invoice No. 6352	$1,752.90	
Invoice No. 6597	$ 818.89	
	$2,571.79	
Plus 15%	$ 385.77	$2,957.56
TOTAL INVOICE		$3,232.06

Disbursement #2

AS PER ORIGINAL 38 879

Ulrich Engineers • geotechnical consultants
6100 Corporate Dr. • Suite 100 • Houston, Texas 77036-3425 • (713) 995-7545

November 22, 1988

Lichliter/Jameson and Associates, Inc.
11111 Brooklet
Houston, Texas 77099-3596

Job No. 8816
Revised Invoice No. 2

Attention: Mr. Samuel W. Kruse, Jr., P.E.
Project Manager

PROFESSIONAL SERVICES: Engineering and field services related to preliminary site assessment of contamination on the O. A. Phillips property in Fort Bend County, Texas. This invoice is for services rendered through July 31, 1988.

Field and Office Engineering and Report Preparation

Senior Engineer
6 hrs @ $55 ..... $330.00
Secretary
.5 hr @ $28 ..... $ 14.00

Total Invoice $344.00

Disbursement #2

AS PER ORIGINAL

38 880

Ulrich Engineers • geotechnical consultants
6100 Corporate Dr. • Suite 100 • Houston, Texas 77036-3425 • (713) 895-7645

June 2, 1988

Lichliter/Jameson and Associates, Inc.
11111 Brooklet
Houston, Texas 77099-3596

Job No. 8816
[redacted]

Attention: Mr. Samuel W. Kruse, Jr., P.E.
Project Manager

PROFESSIONAL SERVICES: Preliminary site assessment of contamination on the O. A. Phillips property in Fort Bend County, Texas, including soil borings, laboratory analyses, preparation of report (Ground-Water Science Consultants, Inc., March 4, 1988) and planning of future site assessment investigations. This invoice represents services rendered through May 31, 1988.

Field Investigation Services

Soil boring with continuous samples from 0 to 16-ft depth 16 ft @ $11/ft	$ 176.00	
* Grouting Boreholes, 1 @ 35 ft and 1 @ 16 ft	$ 150.00	$ 326.00

Laboratory Analyses by Others

GS/MS Analysis, Ground-Water Science Consultants ..	$ 283.53	
Total Petroleum Hydrocarbons Analysis, EFEH and Associates	$ 380.00	
	$ 663.53	
+15%	$ 99.53	$ 763.06

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

Engineering Consultation and Report Preparation

Supervising Engineer,		
11 hrs @ $70	$ 770.00	
Senior Engineer,		
32.5 hrs @ $55	$1,787.50	
Secretary,		
5.5 hrs @ $28	$ 154.00	$2,711.50
Expenses,		
Outside Consultants	$1,603.07	
Reproduction	$ 5.40	
	$1,608.47	
+15%	$ 241.27	$1,849.74
TOTAL INVOICE		$5,650.30

* 35-ft boring was drilled in connection with drainage improvements to Middle Oyster Creek.

Disbursement #2

13. CONSIDER REQUESTING TEMPORARY PREDATROY ANIMAL CONTROL SERVICE:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize hiring thorough the U.S. Department of Agriculture a temporary predatory animal control agent at a salary of $900.00 per month (matching funds) for three months. Funds to come from Fees & Service. (Recorded in minutes in full)

14. CONSIDER APPROVING MAINTENANCE AGREEMENTS FOR COPIER MACHINE FOR ENGINEERING DEPT.:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize maintenance agreement for copier machine for Engineering Department totaling $890.00 for 1989 with KOPI-R SERVICE. (Recorded in minutes in full)

15. SET POLICY FOR DISTRIBUTION OF KEYS, CLEANING OF OFFICES, AND PURCHASE OF ADDITIONAL TELEPHONES AND FAX MACHINES FOR NEW ANNEX:

Keys:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize County Judge to distribute the appropriate number of keys to each department. If a department head is not satisfied, they can appear before Commissioner's Court.

Constable Tiny Gaston, Pct. 1 requested 21 exterior door keys.
Dianne Wilson, County Clerk requested 4 exterior door keys.

Cleaning of Offices:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that cleaning of office will only be done after hours unless the court grants an exception.

County Treasurer and District Attorney request office be cleaned during the day.

Purchase of additional phones & fax machines:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postponed until April 17.

District Attorney request 17 phones
County Clerk request 5 phones

16. CONFIRM AWARD OF BIDS MADE APRIL 3RD FOR THE FOLLOWING: (1) SHELVING & CARRELS FOR DISTRICT ATTORNEY CIVIL DIVISION, LAW LIBRARY (#89-041):

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to NB BUSINESS for shelving & carrels for District Attorney Civil Division, Law Library in the amount of $7,569.75. (Recorded in minutes in full)

17. CONSIDER ACCEPTING OR REJECTING & READVERTISING BIDS FOR THE FOLLOWING; (1) ONE OR MORE NEW FULL-SIZE UTILITY VEHICLE (#89-040); (2) REFUSE REMOVAL AT PCT. 2 FACILITY, ARCOLA (#89-042):

Advertise for one or more new full-size utility vehicle #89-040:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject all bids and readvertise as requested by Ron Drachenberg, County Engineer.

38 #883

AS PER ORIGINAL

#13

$900 PER MONTH (COUNTY PORTION OF MATCHING FUNDS)

REQUEST FIELD AGREEMENT FOR TEMPORARY TRAPPER
(1, 2, 3 months or longer)

F

WHARTON, BRAZORIA & MATAGORDA COUNTIES HAVE FULL-TIME
TRAPPERS

GARY MCEWEN, DISTRICT SUPERVISOR
U.S. DEPT. OF AGRICULTURE, ANIMAL DAMAGE CONTROL
(409) 845-6201

March 27, 1989

Honorable Jodie E. Stavinoha
Fort Bend County Judge
500 Jackson, Room 103
(Annex) Richmond, Texas 77469

Dear Judge Stavinoha:

Within my efforts in keeping area ranchers informed on the control of predatory animals that is being provided by the Texas Animal Damage Control Association Inc., I find the service is limited due to fundings.

In our previous conversation you concurred that funds are available. Would you correspond or authorize this office to make contact with District Supervisor Gary McEwen and request a field agreement in order for some immediate relief to be provided.

Your cooperation and assistance will be appreciated by many.

Sincerely,

B. G. Denham
Commissioner

RECEIVED

38 884 AGENDA ITEM -14

KOPI-R SERVICE

P.O. Box 205
Rosenberg, Texas 77471

CUSTOMER SERVICE MAINTENANCE AGREEMENT

Copier Products

THIS AGREEMENT IS ENTERED AS OF THE DATE SET FORTH BELOW IN THE SPACE CALLED "DATE" BY AND BETWEEN KOPI-R SERVICES AND CUSTOMER IDENTIFIED BELOW AND IS FOR THE TERM INDICATED BELOW IN THE "M.A. START" AND "M.A. EXPIRE" BOXES.

Date	Purchase Order/Cust. Order #	Tax Exempt #	M.A. Start	M.A. Expire
3-30-89		YES	4-3-89	4-2-90

BILL TO

FORT BEND COUNTY ENGINEERING
P O BOX 1449
ROSENBERG TX 77471
(713) 342-3039

EQUIPTMENT LOCATION (If different from "Bill To")

Qty	PC	UA	Model	Description	Serial #	Allowable Copies	Excess per Copy Charge	Meter Start	Unit Price
1			SF7750	SHARP COPIER	86219409	60K	.0198	15,954	690.00
1			SF 466	SHARP ADF	71601398				100.00
1			SF 413	SHARP SORTER	70501723				100.00

This Customer Service Maintenance Agreement including the terms and conditions on the reverse side hereof contains the entire agreement between the Parties with regards to the subject matter hereof. KOPI-R SERVICE shall in no event be liable for any special incidental or consequential damages . For loss, damages or expense directly or indirectly arising from customer's use of or inability to use the equipment either separately or in combination with any other equipment or from any other cause.

KOPI-R SERVICE makes no express or implied warranties and all other warranties are excluded including those of merchantability, fitness for a particular purpose or otherwise.

Only the Vice-President of KOPI-R SERVICE has the authority to alter the terms and conditions of this agreement and any alteration or modification hereto shall have no force and effect unless approved in writing by the Vice-President OF KOPI-R SERVICE.

PLUS	State Tax	County Tax	City Tax	Other		
					Subtotal	890.00
				Cash Payment	*Total Tax*	EXEMPT
					Total Credits	
					Invoice Total	$890.00

CUSTOMER PLEASE NOTE: The term of this Agreement is based on a certain period of time and a specific number of allowable copies. Please see paragraph #1 of the Terms and Conditions on the reverse hereof.

A Maintenance Agreement is not desired. KOPI-R SERVICE is requested to provide service on a per call basis at KOPI-R SERVICE prevailing rate at the time service is requested.

FOR PER CALL SERVICE SIGN HERE

Customer Signature

Title

Date

This Agreement has no force unless executed by the Vice President, KOPI-R SERVICE.

Vice President, KOPI-R SERVICE

Date

CUSTOMER ACCEPTANCE

This Agreement, consisting of the terms and conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures.

Customer Signature

Title

Date

MAINTENANCE AGREEMENT --- Terms and Conditions

For the purpose of maintaining the equipment covered by this Agreement in good operating condition within manufacturing specifications Kopi-R agrees to perform maintenance service in accordance with the following terms and conditions.

1. The term of this Agreement is based upon the anticipated customer usage as shown in the "Allowable Copiers" box of the Agreement. Allowable copies are accumulated from the meter reading on the M.A. start date. Should the number of allowable copies shown be exceeded prior to the M.A. expiration date, customer agrees to pay the current excess copy charge for each copy in excess of allowable copies. Invoices for excess copy charges will be tendered at the time of service and at the M.A. expiration date, and shall be payable by the customer upon receipt.

2. Customer may, alternatively, upon exceeding the allowable copies prior to the M.A. expiration date, request that a new Agreement be written with the new M.A. start and M.A. expiration date effective the date on which the allowable copies of the previous Agreement were exceeded.

3. The customer option in Paragraph 2 above shall be void if customer has not paid all previous tendered invoices. In addition, Kopi-R reserves the right to terminate this Agreement.

4. Emergency service calls will be performed at no extra charge providing such calls are made during normal business hours. Overtime charges, at Kopi-R then current rate, will be charged on all service calls made outside normal business hours. Normal business hours are herein defined to mean 8:30 am to 5:00 pm, Monday through Friday, exclusive of Holidays.

5. This agreement covers all routine, remedial and preventive maintenance service.

6. With the exception of consumable parts, all parts are included under this Agreement. Consumable parts are: photoreceptor drum and cleaning roller.

7. Consumable supplies are not included under this Agreement. Consumable supplies are: toner, developer, filters, masters, and paper.

8. Electrical work external to the equipment and equipment line cord is not covered by this Agreement.

9. Certain copiers must be installed according to specific requirements in terms of space,electrical and environmental conditions. Installation requirements are defined in the Equipment Operator's Manual. Customer shall ensure that the copier is place in an area that conforms to these requirements, and is not altered or serviced by other than Kopi-R personnel.

10. Preventive Maintenance inspections will be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. These inspections will include cleaning, lubrication, calibration, adjustment, and may be made at the same time remedial service is being performed.

11. The Operator's Manual for each model copier defines specific operator responsibilities. Performance of normal operator functions as described in the Operator's Manual are not included in this Agreement, and are subject to additional charges.

12. Kopi-R Customer Service Technicians carry and deliver consumable supplies (toner, developer, etc.). It is the customer's responsibility to purchase and have the necessary supplies available for the technician's use.

13. The initial term of the Agreement shall commence on the M.A. start date. This Agreement shall be automatically renewed upon Kopi-R Maintenance rates in effect at the time of applicable renewal.

14. This Agreement does not cover service necessitated by malfunction of parts, attachments, or supplies of non OEM. Incorporated herein by reference is Kopi-R Policy Statement No. 101 which is available upon request.

15. Any customer changes, alterations, or attachments may require a change in the maintenance charges set forth herein. Kopi-R also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for Kopi-R to continue to service the equipment.

16. This Agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement.

17. In the event that any equipment is moved from the location set forth on the reverse side hereof, then at Kopi-R option the Agreement pertaining to the moved equipment may be terminated and/or may be subjected to an additional service charge.

18. This Agreement is not assignable or transferable by customer without the prior written consent of Kopi-R.

19. If, in Kopi-R's opinion, a shop reconditioning is necessary, because normal parts replacement and repair cannot keep the equipment set forth on the front side hereof in satisfactory operating condition, Kopi-R will submit a cost estimate, which, if approved by the customer, will be charged in addition to the maintenance charges herein. If the estimate is not approved by the customer, Kopi-R reserves the right to delete said equipment from this Agreement and advance payments previously paid by customer will be pro-rated giving consideration to the number of emergency service calls and inspections furnished customer to date of deletion. Any excess payments will be refunded to customer.

20. Invoices pursuant to this Agreement will be tendered at the outset of each term. All charges for services and parts hereunder and all maintenance charges shall be payable by the customer immediately upon receipt of invoice.

21. Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party giving written notice of such cancellation to the other party no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Kopi-R may cancel this Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to renewal date, if customer at any time is in breach of any term or condition herein contained. In all cases of cancellation or deletion, in whole or in part, any refund of advance payments of maintenance agreement charges herein will be pro-rated, giving consideration to the remedial or preventive maintenance service rendered, calculated at then current time and material per call rates. Kopi-R may apply any refund due to the satisfaction of any past due invoices for any other product or service.

PURCHASE AND INSTALLATION OF SHELVING AND CARRELS FOR THE DISTRICT ATTORNEY CIVIL DIVISION LAW LIBRARY. BID #89-041

COMPANY	TOTAL BID PRICE	DELIVERY WITHIN
NB BUSINESS SYSTEMS, INC. P.O. BOX 79427 HOUSTON, TEXAS 77279	$ 7,569.75	65 DAYS
LIBRARY INTERIORS, INC. P.O. BOX 124 BASTROP, TEXAS 78602	$10,454.75	80 DAYS
BC INVENTAR, INC. DBA LIBRARY STEEL STACKS 1412 E. NORTH BELT #120 HOUSTON, TEXAS 77032	$11,482.75	75 DAYS

AS PER ORIGINAL 38 88~~77~~ 1

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE UTILITY VEHICLE. BID #89-040

COMPANY	BID PRICE 2-WHEEL DRIVE	BID PRICE 4-WHEEL DRIVE
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX	NO BID	$16,220.00
JOE GRILLO DODGE P.O. BOX 911 ROSENBERG, TX	DOES NOT MEET SPECIFICATIONS: SPECS CALL FOR 6000 LBS MIN. GVWR, BIDDING 5600 GVWR.	
ALAN SANFORD MOTORS P.O. BOX 339 COLDSPRING, TX	DOES NOT MEET SPECIFICATIONS: SPECS CALL FOR 10 DAY DELIVERY, BID IS FOR FACTORY ORDER.	

AS PER ORIGINAL 38 888 17/2

CONTRACT FOR REFUSE REMOVAL PRECINCT #2 FACILITY ARCOLA, TEXAS. BID #89-042

COMPANY	BID PRICE PER HAUL, PER 30 CU.YD. CONTAINER	MONTHLY RENTAL BID PRICE PER 30 CU.YD. CONTAINER	*TOTAL ANNUAL BID PRICE
BEST PAK DISPOSAL dba REM WASTE CONTROL P.O. BOX 55409 HOUSTON, TEXAS 77055	$175.00	-0-	$54,600.00
CONSTRUCTION WASTE DISPOSAL P.O. BOX 36987 HOUSTON, TEXAS 77236	$170.00	$125.00	$56,040.00
ACTION TRUCKING CO. 1306 E. ANDERSON RD. HOUSTON, TEXAS 77047	$225.00	$ 25.00	$70,800.00

*FORMULA USED TO DETERMINE TOTAL ANNUAL BID PRICE:

Charge per haul per dumpster x 2 dumpsters x 156 total annual hauls (3 hauls per dumpster per week) = $_____

-PLUS-

Dumpster rental charge per month x 2 dumpsters x 12 months. = $_____

TOTAL: $_____

LOW BIDDER'S REFERENCES:

Southwestern Bell	Mr. L.Z. Cole	939-5022
Southern Pacific	Mr. Tom Bilruth	223-6518
Metro Transit	Ms Marie Marsh	670-3142

Refuse removal at Pct. #2 facility, Arcola #89-042:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to award contract for refuse removal at Pct. #2 facility, Arcola to BEST PAK DISPOSAL dba. REM WASTE DISPOSAL in the amount of $54,600 annual. (Recorded in minutes in full)

18. AUTHORIZE ADVERTISING FOR BIDS FOR ANNUAL CONTRACT FOR THE FOLLOWING: (1) WEED, BRUSH & INSECT CONTROL MATERIALS; (2) CULVERTS; (3) BRIDGE MATERIALS; (4) TYPEWRITER MAINTENANCE CONTRACT; (5) ROAD MATERIALS, EARTHEN; (6) ROAD MATERIALS, CHEMICAL; (7) GASOLINE; (8) PROCESSED CRUSHED GRAVEL WITH 3% LIME ADDED: THD #249; (9) PROCESSED CRUSHED GRAVEL WITH 2-½% LIME & 5% FLY ASH ADDED: THD #249:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bid for all of the above.

19. CONSIDER RELEASING BOND FOR PROVIDENCE, SEC. 3, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to release bond for Providence, Sec. 3, Pct. 3, No.#045551. (Recorded in minutes in full)

20. CONSIDER APPLICATION FROM GTE SOUTHWEST INC. TO LAY CABLE ALONG REINECKE RD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from GTE Southwest Inc. to lay cable along Reinecke Rd., Pct. 4. (Recorded in minutes in full)

21. CONSIDER APPLICATION FROM STAR CABLE TO LAY CABLE BORED UNDER FOSTER SCHOOL RD. & ALONG WADDELL RD., PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve revised permit application #81030 from Star Cable to lay cable bored under Foster School Rd. & along Waddell Rd., Pct. 2. (Recorded in minutes in full)

22. CONSIDER REQUESTING D.A.'S OFFICE TO TAKE ACTION ON EXPIRING LETTER OF CREDIT ON WEICKER ESTATES, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize District Attorney to take action on expiring Letter of Credit on Weicker Estates, Pct. 2.

23. CONSIDER ACCEPTING PLAT FOR TIERRA GRANDE, SEC. 4, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept plat for Tierra Grande, Sec. 4, Pct. 2. Plat, Tax Receipt and Letter of Credit was presented to Commissioners Court. (Recorded in minutes in full)

24. CONSIDER REALIGNMENT OF COUNTY COMMISSIONERS, JUSTICES OF THE PEACE, AND CONSTABLES PRECINCT LINES:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve the following changes in Constable, Justice of the Peace, and Commissioners lines, subject to approval of the Justice Department: (Recorded in minutes in full)

Item #19

COUNTY OF FORT BEND

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

LETTER OF TRANSMITTAL

DATE 4-3-89 JOB NO. 38 890
ATTENTION Ms. Dianne Wilson
RE: Providence, Sec. 3
Bond No. 045551
Tax Court 4-10-89

AS PER ORIGINAL

TO FBC Clerk

WE ARE SENDING YOU ☑ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	3-22-83		Road Maintenance Bond No. 045551

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☑ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Please release the attached bond to First General Realty, P.O. Box 1413, Houston, Tx. 77001. If you have any questions please call.

COPY TO file
Comm. Pressley

SIGNED: Charles H. Crocker, jr.

If enclosures are not as noted, kindly notify us at once.

38 891

OFFICIAL RECORDS

AS PER ORIGINAL

VOL 1233 PAGE 370

RECORDED

BOND

31713 COMPARED

BOND NO. 04 55 51

STATE OF TEXAS I

COUNTY OF FORTH BEND I

KNOW ALL MEN BY THESE PRESENTS:

THAT SLOCO, INC., 2000 WEST LOOP SOUTH, SUITE 1900, HOUSTON, TEXAS 77027 of HARRIS County, Texas, hereinafter called the Principal, and NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA., a Corporation existing under and by virtue of the laws of the State of PENNSYLVANIA and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of NEW YORK, State of NEW YORK, whose officer residing in the State of Texas, Authorized to accept service in all suits and actions brought within said State is GERARD J. LOCKE, residing in the City of HOUSTON hereinafter called the Surety, are held and firmly bound unto, JODIE E. STAVINOHA County Judge of Fort Bend County, Texas, in the full sum of EIGHTY-NINE THOUSAND THREE HUNDRED NINETY AND NO/100 ********** Dollars ($ 89,390.00) current, lawful money of the United States of America, to be paid to JODIE E. STAVINOHA, County Judge of Fort Bend County, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):

PROVIDENCE, SECTION THREE

located in Fort Bend County, Texas, as per Volume(s) _____ Page(s) _____, Map Records of Fort Bend County, Texas; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Fort Bend County, Texas, as more specifically set out in Section 1 of the policies for approval of plats in Fort Bend County; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads and streets therein shown, in accordance with the specifications set out therein, and maintain such roads and streets until such time as roads and streets have been accepted and for maintenance by the Commissioners Court of the County of Fort Bend, Texas.

It is further stipulated and understood that the approval of the map or plat of the above Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Fort Bend and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications, and that without such undertaking such approval would have not been granted.

OFFICIAL RECORDS
VOL 1233 PAGE 371 38 892

RECORDED

AS PER ORIGINAL

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads and streets in the above named Subdivision(s) and that upon approval of the construction of said roads or streets by the County Engineer, and upon the approval of such maintenance by the County Engineer, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate himself and themselves to pay to the County Judge of Fort Bend County, State of Texas, for the use and benefit of Fort Bend County, all loss or damages to it occasioned by reason of failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads and streets in the above named Subdivision(s), and further agree, bind and obligate themselves to save and keep harmless the County of Fort Bend from any and all damages, expenses, and claims of every kind and character which the County of Fort Bend may suffer, directly or indirectly, as a result of the Principals's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads and streets in the above named Subdivision(s).

The word Principal when used herein means Principal or Principals whether an individual, individuals, partnership, corporations, or other legal entity having the capacity to contract. The words Roads or Streets used herein mean each and every road or street in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind of character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Fort Bend County, Texas

Executed this 22ND day of MARCH, 1983.

ATTEST:

W N Finnegan

SLOCO, INC.
Principal

By: R.C. Seal Jr. Secretary

ATTEST:

Principal

By:

ATTEST:

Principal

By:

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
Surety

Phyllis Reising
Attorney-in-Fact Phyllis Reising

38 893

OFFICIAL RECORDS

VOL 1233 PAGE 372

AS PER ORIGINAL

APPROVED this _____ day of

_____ , _____ 19___.

_____

County Judge

APPROVED as to Form
for Fort Bend County.

_____

County Attorney

FILED

'83 JUL -1 A11:08

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

JUL 5 1983

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

Return to
bond drawer

38 894

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were present at time instrument was filed and recorded.

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
Principal Bond Office: 70 Pine Street, New York, N.Y. 10270

OFFICIAL RECORDS

POWER OF ATTORNEY

RECORDED

VOL 1233 PAGE 373

No. 31-B-08586

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

---Albert W. Smith, N. Carothers, Charles F. Layton, Jr., Phyllis Reising, Janie Cantu, Carolyn Piper, R. L. Hoesing: of Houston, Texas---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

this 12 day of January, 1983.

Edward J. Trench, Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 12 day of January, 19 83, before me, came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

JOSEPH H. POLICELLA
Notary Public, State of New York
No. 24-6398305
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1984

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Marion E. Fajen, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 22ND day of MARCH, 1983.

Marion E. Fajen, Secretary

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10th day of April, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of GTE Southwest, Inc. dated 3-23-89, permit no. 81038 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Tutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81038

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

4-3-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81038

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

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
REINECKE ROAD	STA. 0+00 CORNER OF FM 1489	WEST TO STA. 39+49	3949 FEET.

General Description

BURY CABLE AT A MINIMUM OF 30 INCHES DEEP, 4 FEET OFF NORTH RIGHT OF WAY FOR A DISTANCE OF 3949 FEET. ALL DRIVEWAYS WILL BE BORED WITH 4 IN. PVC CONDUIT PLACED.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: GTE SOUTHWEST INC.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

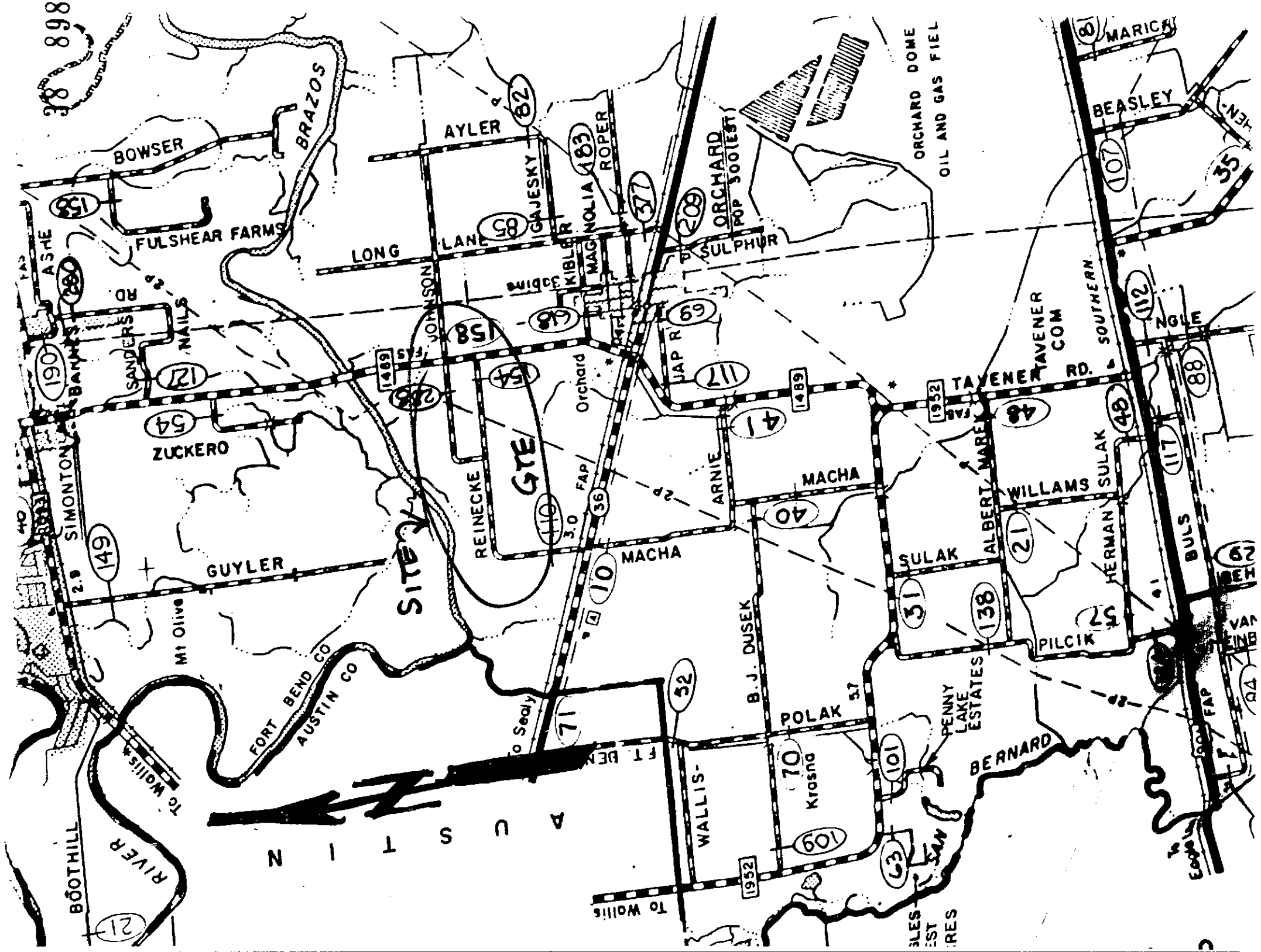
Jacob Van Ramshorst
(Signature)
NAME & TITLE JACOB VANRAMSHORST
PROJECT COORDINATOR
(Please Print)

DATE: MARCH 23, 1989
ADDRESS: DRAWER AA
(Street/P.O. Box)

STAFFORD, TEXAS 77477
City State Zip
TELEPHONE NO: 713/499-8602

5491-6E0709

AS PER ORIGINAL



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10th day of April, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Star Cable Co. - REVISED dated 3-15-89, permit no. 81030 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81030

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

Karl E. Baker, rp.
Karl E. Baker, P.E.
Assistant Engineer

4-3-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00
Cashier's Check on file. (Permit #81030)

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81030
1 REVISED 3-30-89

Formal notice is hereby given that Star Cable 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
Foster School RD	75' NW of Wadell + Foster School	35'	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
Wadell	200' NE from road end at Foster School Rd. going NE	Pole located where road angles to right	1764' R of W 30'

General Description

Install one .750 plastic jacketed aluminum CATV Cable parallel to above stated road to interconnect between HL&P power poles.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

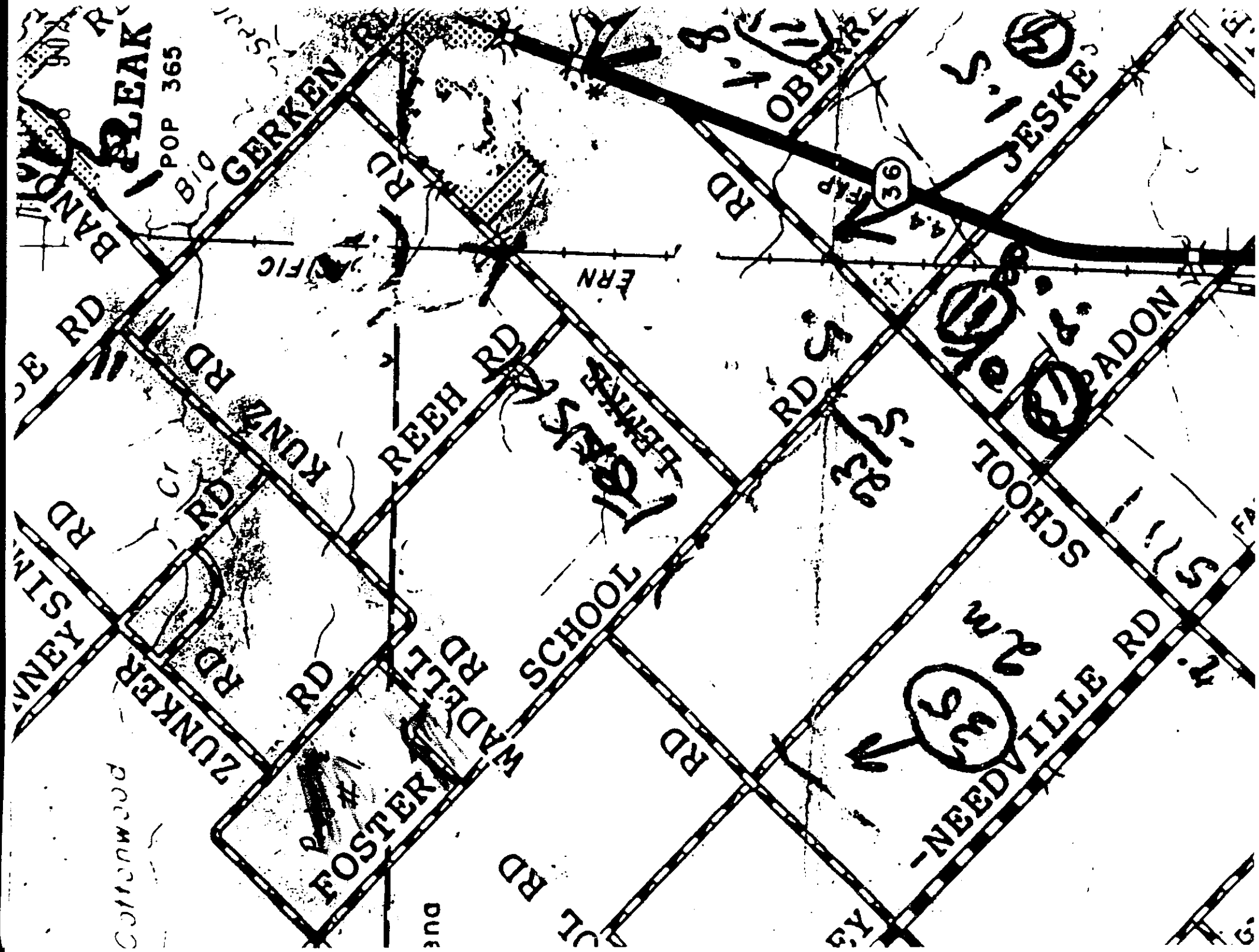
Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Star Cable Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)
Larry Schnack
NAME & TITLE Project Manager
(Please Print)

DATE: March 15, 1989
ADDRESS: 1112 South Brooks
(Street/P.O. Box)
P. O. Box 1570
Brazoria, Texas 77422
City State Zip
TELEPHONE NO: 409-798-9121

AS PER ORIGINAL



Tierra Grande Sec 4
#23

38 903

AS PER ORIGINAL

Commercial State Bank

Member El Campo Bancshares, Inc./FDIC

IRREVOCABLE LETTER OF CREDIT NO. 1989-04

Date: April 6, 1989

For Account Of: T-G San Bernard, Ltd
213 North Richmond
Wharton, Texas 77488

To Beneficiary: Fort Bend County
County Judge Jodie E. Stavinoha
or his successors in office
Richmond, Texas 77469

Expiration Date: April 6, 1990 Amount: $31,875.00

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of T-G San Bernard, Ltd. for THIRTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND NO/100 U. S. DOLLARS ($31,875.00) available by your draft at sight drawn on us. This Letter of Credit expires at our counters on April 6, 1990.

Each draft must be marked: "Drawn under Commercial State Bank Letter of Credit #1989-04 dated April 6, 1989." The original of this Letter of Credit must also accompany all drawings. All drafts drawn under this Letter of Credit shall be accompanied by a sworn statement signed by Fort Bend County Judge Jodie E. Stavinoha or his successors in office certifying that T-G San Bernard, Ltd. has failed to build and/or maintain roads within T-G San Bernard, Ltd. Development to standards as required by County Ordinance governing such subdivisions and in accordance with the construction plans and specifications approved by the Fort Bend County Engineer prior to the roads being accepted for permanent maintenance by Fort Bend County.

We hereby agree with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the above-mentioned drawee bank on or before April 6, 1990. This Letter of Credit will be renewed at the above mentioned Bank's option.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements, or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

P.O. BOX 150 • 401 NORTH MECHANIC • EL CAMPO, TEXAS 77437-0150 • A/C 409-543-6441

This Letter of Credit is issued subject to the "Uniform Customs and Practice for Documentary Credits, 1983 Revision, ICC Publication No. 400". All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us. This Letter of Credit is not transferable.

Sincerely,

Eddie L. Pool, Jr.
Senior Vice President

EP/ds

FILED FOR RECORD
TIME _____ A.M. P.M.
APR 10 1989
Denise Wilson
County Clerk, Fort Bend Co., Tex

1) Voting Precinct 2012 in its entirety become Voting Precinct 1012.
2) Voting Precinct 4015 in its entirety become Voting Precinct 2015.
3) Voting Precinct 3013 in its entirety become Voting Precinct 2013.
4) Voting Precinct 3060 in its entirety become Voting Precinct 2060.
5) Voting Precinct 3027 in its entirety become Voting precinct 2027 except the portion of Dulles, West of South Kirkwood and North of Hwy. 59 to remain in Constable, Justice of the Peace, and Commissioner Precinct #3 with the creation of a new voting precinct (3069).
6) A portion of Voting Precinct 1018 East of FM 1944 to Big Creek becomes a part of Voting Precinct 2021.

25. 10:00 A.M. -HOLD PUBLIC HEARING TO REDUCE SPEED LIMITS AT PARK IN PROVIDENCE SUB., PCT. 3, AND CONSIDER TAKING ACTION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize reducing speed limits at Park in Providence Subdivision, Pct. 3 from 30 mph to 20 mph.

Carlos Hernandez, President of Providence Homeowners Association requested reduction of speed limit from 30 to 20 mph.

26. 10:30 - DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA):

See attached Drainage District Board minutes.

27. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) RENTAL OF COPY MACHINES (#89-044); (2) CONTRACT FOR GROUNDSKEEPING SERVICES (#89-045):

Open bids for rental of copy machines:

The following bids were presented to Commissioners Court for review.

A) ALLSTATE COPY SYSTEMS, INC.
B) GLOBAL SERVICES, INC.
C) KONICA BUSINESS MACHINES
D) MINOLTA BUSINESS SYSTEMS
E) MONROE SYSTEMS FOR BUSINESS
F) PITNEY BOWES
G) SKYLINE BUSINESS EQUIPMENT (no bid)
H) SOUTHWEST COPIERS, INC.

Open bids for contract for groundskeeping services:

The following bids were presented to Commissioners Court for review.

A) MCELFRESH LANDSCAPE DESIGN
B) PENA'S SERVICE
C) THE GREATEST JANITORIAL SVC.
D) TONY'S LAWN SERVICE
E) TWIN CEDAR NURSERY
F) CHIPCO, INC.
G) I & R LAWN SERVICE
H) CUTTER'S CO.
I) REPUBLIC LANDSCAPING
J) HLS CO.
K) KENNEDY INDUSTRIES

28. APPROVE BILLS:

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

[illegible] make the following changes in Constable, Justice of the Peace, [illegible] Commissioner lines.

1 Voting Precinct 2012 in its entirety become Voting Precinct 1012.

2 Voting Precinct 4015 in its entirety become Voting Precinct 2015.

3 Voting Precinct 3013 in its entirety become Voting Precinct 2013.

4 Voting Precinct 3060 in its entirety become Voting Precinct 2060.

5 Voting Precinct 3027 in its entirety become Voting Precinct 2027 except the portion of Dulles, West of South Kirkwood and North of Hwy 59 to remain in Constable, Justice of the Peace, and Commissioner Precinct #3 with the creation of a new voting precinct (3069)

6 A portion of Voting Precinct 1018 East of Fm 1944 to Big Creek becomes a part of Voting Precinct 2021.

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

38 907

AS PER ORIGINAL

REDISTRICTING PROPOSAL

Precinct 1 Gain

VOTER PRECINCT #	BLACKS	INDIAN, ESKIMOS	ASIAN/ PACIFIC IL.	HISPANIC	WHITES	TOTAL POP.	REG. VOTER
Precinct 1	262	0	10	1175	1755	3202	1640

38 908

AS PER ORIGINAL

REDISTRICTING PROPOSAL

Precinct 3 (Loss)

VOTER PRECINCT #	BLACKS	INDIAN, ESKIMOS	ASIAN/ PACIFIC IL.	HISPANIC	WHITES	TOTAL POP.	REG. VOTER
Precinct 3	(1721)	0	(666)	(3236)	(9068)	(14691)	(4475)

38 909

AS PER ORIGINAL

REDISTRICTING PROPOSAL
Precinct 4 (Loss)/Gain

VOTER PRECINCT #	BLACKS	INDIAN, ESKIMOS	ASIAN/ PACIFIC IL.	HISPANICS	WHITES	TOTAL POP.	REG. VOTER
4015	(472)	0	0	(229)	(579)	(1280)	(565)
2034 (part)	5	0	0	3	62	70	25
Net Loss	(467)	0	0	(226)	(517)	(1210)	(540)

38 910
AS PER ORIGINAL

REDISTRICTING PROPOSAL
Estimated Gain

VOTER PRECINCT #	BLACKS	INDIAN, ESKIMOS	ASIAN/ PACIFIC IL.	WHITE	SPANISH	TOTAL POP.	REG. VOTER
3013	1413	0	347	3486	1187	6433	1522
3027	233	0	272	4256	1507	6268	2167
3060	75	0	47	1326	542	1990	786
1018	4	0	0	25	12	41	19
4015	472	0	0	579	229	1280	565
TOTAL	2197	0	666	9672	3477	16012	5059

38 911

AS PER ORIGINAL

REDISTRICTING PROPOSAL

Estimated Loss

VOTER PRECINCT #	BLACKS	INDIAN, ESKIMOS	ASIAN/ PACIFIC IL.	WHITE	SPANISH	TOTAL POP.	REG. VOTER
2012	266	0	10	1780	1187	3243	1659
2034	5	0	0	62	3	70	25
TOTAL	271	0	10	1842	1190	3313	1684

38 912
AS PER ORIGINAL

REDISTRICTING PROPOSAL

Net Totals

VOTER PRECINCT #	BLACKS	INDIAN, ESKIMOS	ASIAN/ PACIFIC IL.	WHITE	SPANISH	TOTAL POP.	REG. VOTER
Total Gained	2197	0	666	9672	3477	16012	5265
Total Loss	271	0	10	1842	1190	3313	1684
Net Gained	1926	0	656	7830	2287	12699	3581

DESCRIPTION OF THE BOUNDARY LINE OF COMMISSIONER'S PRECINCT ONE
FORT BEND COUNTY, TEXAS

BEGINNING FOR CONNECTION at a point where the centerline of State Farm to Market Road 723 (Houston Street) intersects the centerline of the Brazos River being called the POINT OF BEGINNING;

THENCE proceeding downstream in a clockwise manner following the various meanders of the centerline of the Brazos River to intersect the Northerly right-of-way line of United States Highway 90A;

THENCE Easterly along the Northerly right-of-way line of United States Highway 90A to intersect the Southerly projection of the Easterly right-of-way line of Harlen Road;

THENCE continuing with said Southerly projection of the Easterly right-of-way line of Harlem Road to intersect the centerline of the Brazos River;

THENCE downstream in a Southeasterly direction following the various meanders of the centerline of the Brazos River to intersect the Southerly right-of-way line of the Santa Fe Route 70 Railroad;

THENCE Westerly along the Southerly right-of-way line of the Santa Fe Route 70 Railroad to intersect the Easterly right-of-way line of Thompsons Oilfield Road;

THENCE in a Southerly direction along the Easterly right-of-way line of Thompsons Oilfield Road to intersect the township boundary of the Township of Thompsons;

THENCE in a clockwise direction along the township boundary of the Township of Thompsons to intersect the centerline of Waters Lake Bayou;

THENCE downstream in a Southeasterly direction following the various meanders of Waters Lake Bayou to intersect the Easterly property line of a tract or parcel of land in the J. D. Vermillion Survey described in Volume 113, Pages 26-28, Fort Bend County Deed Records;

AS FILED ORIGINAL

THENCE Southerly along the Easterly boundary of a tract or parcel of land described in Volume 113, Pages 26-28, Fort Bend County Deed Records and projecting said Easterly boundary to intersect the Southerly boundary of the Samuel Kennedy Survey, Abstract 44;

THENCE Westerly along the Southerly boundary of the Samuel Kennedy Survey, Abstract 44, to intersect the Easterly right-of-way line of Thompsons Oilfield Road;

THENCE Southerly along the Easterly right-of-way line of Thompsons Oilfield Road to intersect the Southerly boundary of the John Rabb Survey, Abstract 73;

THENCE Westerly along the Southerly boundary of the John Rabb Survey, Abstract 73, to intersect the centerline of Rabbs Bayou;

THENCE downstream following the meanders of Rabbs Bayou to its confluence and intersection with the centerline of Big Creek,

THENCE upstream following the meanders of the centerline of Big Creek to intersect the Southeasterly right-of-way line of State Farm to Market Road 1994;

THENCE Southwesterly along the Southeasterly right-of-way line of State Farm to Market Road 1994 to intersect the projection of the Southwesterly right-of-way line of Jeske Road;

THENCE Northwesterly crossing State Farm to Market Road 1994 and following the projection of the Southwesterly right-of-way line of Jeske Road to a point of concurrence of alignment of the Southwesterly right-of-way line of said Jeske Road and Foster School Road at the centerline of State Highway 36 to intersect the projection of the Northwesterly right-of-way line of Lemke Road;

THENCE Northeasterly crossing Foster School Road and following the projected alignment of the Northwesterly right-of-way line of Lemke Road to a point of concurrence of alignment with the beginning of the Northeasterly right-of-way of Lemke Road and continuing to intersect the Southwesterly right-of-way line of Reeh Road;

THENCE Northwesterly along the Southwesterly right-of-way line of Reeh Road crossing Kunz Road to intersect the Northwesterly right-of-way line of Kunz Road;

THENCE Northeasterly along the Northwesterly right-of-way line of Kunz Road to intersect the Southwesterly right-of-way line of Finney Road;

AS PER ORIGINAL

THENCE Northwesterly along the Southwesterly right-of-way line of Finney Road to intersect the Southerly right-of-way line of Twin Lane;

THENCE Southwesterly and Northwesterly along the Southerly right-of-way line of Twin Lane to intersect the projected Southwesterly right-of-way line of Twin Lane and the Northwesterly right-of-way line of Zunker Road;

THENCE Northeasterly along the Northwesterly right-of-way line of Zunker Road to intersect the Southwesterly right-of-way line of Finney Road;

THENCE Northwesterly along the Southwesterly right-of-way line of Finney Road to intersect the projected Northwesterly right-of-way line of Klosterhoff Road;

THENCE Northeasterly along the projected Northwesterly right-of-way line of Klosterhoff Road across Finney Road to connect with the Northwesterly right-of-way line of Klosterhoff Road;

THENCE Northeasterly along the Northwesterly right-of-way line of Klosterhoff Road crossing Cottonwood Church Road and continuing in concurrent alignment with Krosche Road, to intersect the centerline of United States Highway 59;

THENCE Westerly along the centerline of United States Highway 59 to intersect the centerline of Loop 529;

THENCE Northeasterly along the centerline of Loop 529 to intersect the centerline of State Highway 36;

THENCE Westerly along the centerline of State Highway 36 to intersect the extension of the East right-of-way line of Huntington Road;

THENCE North along the East right-of-way line of Huntington Road to intersect the centerline of ditch II-M as designated by the Fort Bend County Drainage District;

THENCE downstream along the centerline of said ditch to intersect the centerline of the Brazos River;

THENCE downstream along the centerline of the Brazos River to the point and place of beginning.

DESCRIPTION OF THE BOUNDARY LINE FOR COMMISSIONER'S PRECINCT 2
FORT BEND COUNTY, TEXAS

BEGINNING FOR CONNECTION at a point where the Easterly right-of-way of Weeks Road intersects the centerline of State Highway 6;

THENCE Southerly along the Easterly right-of-way line of Weeks Road to the centerline of United States Highway 90A, crossing the Southern Pacific Railroad right-of-way and United States Highway 90A to intersect the Southerly right-of-way line of United States Highway 90A;

THENCE Westerly along the Southerly right-of-way line of United States Highway 90A to intersect the centerline of the San Bernard River, being concurrent with the Fort Bend County line;

THENCE downstream along the centerline of the San Bernard River to intersect the common Fort Bend/Brazoria County lines;

THENCE Easterly along the said County line to intersect the centerline of Cow Creek;

THENCE downstream along the centerline of Cow Creek to intersect the centerline of the Brazos River;

THENCE upstream along the centerline of the Brazos River to intersect the common Fort Bend/Brazoria County line;

THENCE East and Northeasterly along said County line to intersect the common Fort Bend/Harris County line;

THENCE Northwesterly along said Fort Bend/Harris County line to intersect the Southeasterly right-of-way of United States Highway 59;

THENCE Southwesterly along the Southeasterly right-of-way of United States Highway 59 to intersect the East right-of-way of South Kirkwood Road;

THENCE South along the East right-of-way line of South Kirkwood Road and its continuation as the East right-of-way line of Dulles Avenue to intersect the South right-of-way line of the American Water Canal Company Canel;

THENCE East along the South right-of-way of the American Water Canal Company Canal to intersect the city limits of the City of Missouri City (as it existed in October, 1988);

THENCE in a clockwise direction following the city limits of Missouri City to intersect the West right-of-way line of State Farm to Market Road 2234;

THENCE South along the West right-of-way line of State Farm to Market Road 2234 to intersect the extension of the Southerly right-of-way line of Lexington Boulevard;

THENCE Easterly along the Southerly right-of-way line and extension of Lexington Boulevard to intersect the Southerly right-of-way line of West Fuqua;

THENCE Easterly along the Southerly right-of-way line of West Fuqua to intersect the city limit line of the City of Missouri City;

THENCE Southerly in a clockwise manner along the Easterly city limit line of the City of Missouri City to intersect the Southerly boundary of a 119 foot Fort Bend County Drainage District easement (Volume 629, Page 188, Fort Bend County Deed Records);

THENCE Westerly along said Southerly right-of-way and its projection to intersect the Westerly right-of-way line of State Farm to Market Road 2234;

THENCE Westerly along the South right-of-way line of State Farm to Market Road 2234 to intersect the Easterly right-of-way line of Turtle Creek Drive;

THENCE Southerly along the Easterly right-of-way line of Turtle Creek Drive to the North right-of-way line of the Brazos Valley Irrigation Canal Company 100 foot fee strip as described in Volume 163, Page 624 of Fort Bend County Deed Records;

THENCE Easterly along said North right-of-way line to intersect the city limits line of Missouri City (as it existed in October, 1988);

THENCE Westerly and Southerly along said city limits line to intersect the East boundary line of the Glenn Lakes Section of the Quail Valley Subdivision;

THENCE South along the Southerly extension of the East boundary line of the Glenn Lakes Section of the Quail Valley Subdivision to intersect the Northerly right-of-way line of Senior Road;

THENCE Westerly with the Northerly right-of-way line of Senior Road to intersect the Northeasterly right-of-way line of State Highway 6;

THENCE Northwesterly along the Northeasterly right-of-way line of State Highway 6 to intersect the extension of the Northwesterly right-of-way line of Oilfield Road;

THENCE Southwesterly along the Northwesterly right-of-way line of Oilfield Road to intersect the East right-of-way line of Thompson Ferry Road;

THENCE South across Oilfield Road right-of-way, following the East right-of-way line of Thompson Ferry Road, to intersect the Southwesterly right-of-way line of Oilfield Road;

THENCE Westerly along the Southerly right-of-way line of Oilfield Road to intersect the centerline of the Houston Lighting and Power Company Parish-Sugar Land right-of-way;

THENCE Southwesterly along the centerline of said right-of-way to intersect the center of the Brazos River;

THENCE downstream in a Southerly direction following the various meanders of the centerline of the Brazos River to the point of intersection with the Southerly right-of-way line of the Santa Fe Route 70 Railroad;

THENCE in a Westerly direction along the Southerly right-of-way line of the Santa Fe Route 70 Railroad to a point of intersection with the Easterly right-of-way line of Thompsons Oilfield Road;

THENCE in a Southerly direction along the Easterly right-of-way line of Thompsons Oilfield Road to the point of intersection with the township boundary of the Township of Thompsons;

THENCE in a clockwise direction along the township boundary of the Township of Thompsons to the point of intersection with the centerline of Waters Lake Bayou;

THENCE downstream in a Southeasterly direction following the various meanders of Waters Lake Bayou to the point of intersection with the Easterly property line of a tract or parcel of land in the J. D. Vermillion Survey described in Volume 13, Pages 26-28, Fort Bend County Deed Records;

THENCE proceeding in a Southerly direction along the Easterly boundary of a tract or parcel of land described in Volume 113, Pages 26-28, Fort Bend County Deed Records and projecting said Easterly boundary to the point of intersection with the Southerly boundary of the Samuel Kennedy Survey, Abstract 44;

THENCE proceeding in a Westerly direction along the Southerly boundary of the Samuel Kennedy Survey, Abstract 44, to a point of intersection with the Easterly right-of-way line of Thompsons Oilfield Road;

THENCE proceeding in a Southerly direction along the Easterly right-of-way line of Thompsons Oilfield Road to a point of intersection with the Southerly boundary of the John Rabb Survey, Abstract 73;

THENCE Westerly along the Southerly boundary of the John Rabb Survey, Abstract 73 to a point of intersection with the centerline of Rabbs Bayou;

THENCE downstream following the meanders of Rabbs Bayou to its confluence to intersect with the centerline of Big Creek;

THENCE upstream following the meanders of the centerline of Big Creek to intersect the Southeasterly right-of-way line of State Farm to Market Road 1994;

THENCE Southwesterly along the Southeasterly right-of-way line of State Farm to Market Road 1994 to intersect the projection of the Southwesterly right-of-way line of Jeske Road;

THENCE proceeding in a Northwesterly direction along the Southwesterly right-of-way line of Jeske Road to a point of concurrence of alignment of the Southwesterly right-of-way line of said Jeske Road and Foster School Road at the centerline of State Highway 36 to intersect the projection of the Northwesterly right-of-way line of Fenske (Lemke) Road;

THENCE Northwesterly crossing Foster School Road and following the projected alignment of the Northwesterly right-of-way line of Fenske (Lemke) Road to a point of concurrence of alignment with the beginning of the Northeasterly right-of-way of Fenske (Lemke) Road and continuing to the point of intersection with the Southwesterly right-of-way line of Reeh Road;

THENCE Northwesterly along the Southwesterly right-of-way line of Reeh Road crossing Kunz Road and intersecting the Northwesterly right-of-way line of Kunz Road;

THENCE Northeasterly along the Northwesterly right-of-way line of Kunz Road to intersect the Southwesterly right-of-way line of Finney Road;

THENCE Northwesterly along the Southerly right-of-way line of Finney Road to intersect the Southeasterly right-of-way line of Twin Lane;

THENCE Southwesterly and Northwesterly along the Southerly right-of-way line of Twin Lane to intersect the projected Southwesterly right-of-way line of Twin Lane and the Northwesterly right-of-way line of Zunker Road;

THENCE Northwesterly along the Northeasterly right-of-way line of Zunker to intersect the Southwesterly right-of-way line of Finney Road;

THENCE Northwesterly along the Southwesterly right-of-way line of Finney Road to intersect the Southwesterly projection of the Northwesterly right-of-way line of Klosterhoff Road;

THENCE Northwesterly along the projected Northwesterly right-of-way line of Klosterhoff Road across Finney Road to connect with the Northwesterly right-of-way line of Klosterhoff Road;

THENCE Northeasterly along the Northwesterly right-of-way line of Klosterhoff Road crossing Cottonwood Church Road and continuing in concurrent alignment with Krosche Road, to intersect the centerline of United States Highway 59;

THENCE Westerly along the centerline of United States Highway 59 to intersect the centerline of Loop 529;

THENCE Northeasterly along the centerline of Loop 529 to intersect the centerline of State Highway 36;

THENCE West-Northwesterly along the centerline of State Highway 36 to the place of beginning.

DESCRIPTION OF THE BOUNDARY LINE FOR COMMISSIONER'S PRECINCT 3
FORT BEND COUNTY, TEXAS

BEGINNING FOR CONNECTION at the point where the centerline of Willow Fork of Buffalo Bayou intersects the Fort Bend County boundary line, being the point of beginning;

THENCE proceed downstream along the centerline of Willow Fork to intersect the South boundary line of the Day Land and Cattle Co. Survey, Abstract 448 of Fort Bend County;

THENCE Easterly along said South boundary line to intersect the centerline of State Farm to Market Road 1463;

THENCE Southerly along the centerline of State Farm to Market Road 1463 to intersect the centerline of State Farm to Market Road 1093;

THENCE Westerly along the centerline of State Farm to Market Road 1093 to intersect Easterly league line of the Enoch Latham, Jr. Survey, Abstract 50;

THENCE Southerly leaving State Farm to Market Roads 1093 and 359 following the said Easterly league line to apoint of concurrence of alignment of the Easterly league line of the David Randon & I. Pennington League, Abstract 75 and continuing to intersect the Northerly right-of-way line of Winner Foster Road;

THENCE Westerly crossing Bois D'Arc Lane and following the projection of the Northerly right-of-way line of Pumping Plant Road with concurrence alignment, said Winner Roster Road becomes Pumping Plant Road at the centerline of Bois D'Arc Lane, to intersect the Northerly concurrent right-of-way line and the centerline of the Brazos River;

THENCE proceeding downstream following the carious meanders of the centerline of the Brazos River to intersect the projected Easterly right-of-way line of Hartledge Road;

THENCE Northerly along the projected Easterly right-of-way line of Hartledge Road to intersect the Southerly right-of-way line of Beadle Road;

THENCE Easterly along the Southerly right-of-way line of Beadle Road to intersect the Westerly right-of-way line of State Farm to Market Road 723;

THENCE Northerly along the Westerly right-of-way line of State Farm to Market Road 723 crossing State Farm to Market Road 359 to intersect the Northerly right-of-way line of State Farm to Market Road 359;

THENCE Easterly along the projection of the Northerly right-of-way line of State Farm to Market Road 359 to a point of concurrence of alignment of said line and continuing along said line to intersect the West boundary line of the Pecan Grove Municipal Utility District 1 (said line being the East right-of-way line of Skinner Lane);

THENCE Northerly, Easterly and Southerly following the various meanders of the boundary line of the Pecan Grove Municipal Utility District 1 to intersect the centerline of Oyster Creek;

THENCE downstream following the meanders of the centerline of Oyster Creek to intersect the Easterly right-of-way line of State Farm to Market Road 1464;

THENCE Northerly with the Easterly right-of-way line of State Farm to Market Road 1464 to intersect the Southeasterly right-of-way line of Old Richmond Road;

THENCE Northeasterly along the Southeasterly right-of-way line of Old Richmond Road to intersect the Southerly right-of-way line of Voss Road;

THENCE Easterly along the Southerly right-of-way line of Voss Road crossing Burney Road to intersect the Easterly right-of-way line of Burney Road;

THENCE Northerly along the Easterly right-of-way line of Burney Road to intersect the Northerly city limit line of the City of Sugar Land;

THENCE Easterly along the Northerly city limit line of the City of Sugar Land to intersect the Westerly right-of-way line of State Farm to Market Road 1876 (Eldridge Road);

THENCE Southerly along the Westerly right-of-way line of State Farm to Market Road 1876 (Eldridge Road) to intersect the Southerly right-of-way line of Green Way Drive;

THENCE Westerly along the Southerly right-of-way line of Green Way Drive to intersect the Westerly property line of a tract or parcel of land described in deed and recorded in Volume 704, Page 391, Fort Bend County Deed Records;

THENCE Southerly along said Westerly property line to intersect the Northerly property line of a tract or parcel of land described in deed and recorded in Volume 265, Page 262, Fort Bend County Deed Records;

THENCE Westerly along said Northerly property line to intersect the Westerly property line of said tract;

THENCE Southerly along the Westerly property line of said tract to intersect the Southerly property line of said tract;

THENCE Easterly along the Southerly property line of said tract to intersect the Westerly right-of-way line of State Farm to Market Road 1876 (Eldridge Road);

THENCE Southerly along the Westerly right-of-way line of State Farm to Market Road 1876 to intersect the Southerly right-of-way line of United States Highway 90A;

THENCE Easterly along the Southerly right-of-way line of United States Highway 90A to intersect the Northwesterly right-of-way line of United States Highway 59;

THENCE Southwesterly along the Northwesterly right-of-way line of United States Highway 59 to intersect the projection of the Northeasterly right-of-way line of Williams Trace Boulevard;

THENCE Southeasterly along the projection of the Northeasterly right-of-way line of Williams Trace Boulevard to a point of concurrence of alignment of the Northeasterly right-of-way line of Williams Trace Boulevard and continuing Southeasterly to intersect the Northeasterly right-of-way line of State Highwat 6;

THENCE Southeasterly along the Northeasterly right-of-way line of State Highway 6 to intersect the Easterly right-of-way line of Dulles Avenue;

THENCE Northerly along the Easterly right-of-way line of Dulles Avenue to intersect the projected Northerly right-of-way line of Cartwright Road;

THENCE Easterly along the projection of the Northerly right-of-way line of Cartwright Road crossing State Farm to Market Road 1092 to point of concurrence of alignment with the Northerly right-of-way line of Cartwright Road and continuing Easterly to intersect the Westerly right-of-way line of State Farm to Market Road 2234;

THENCE Southerly and Easterly along the Westerly and Southerly right-of-way of State Farm to Market Road 2234 to intersect the Easterly city limit line of the City of Missouri City;

THENCE Northerly and Easterly along the common city limit line of the City of Missouri City and the City of Houston to intersect the Southwesterly corner of the John Lafayette League, Abstract 280;

THENCE Northerly along the Easterly city limit line of the City of Missouri City;

THENCE Westerly along the Southerly right-of-way line and extension of West Fuqua to intersect the Southerly right-of-way line of Lexington Boulevard;

THENCE Northerly along the Westerly right-of-way line of State Farm to Market 2234 to intersect the city limit line of the City of Missouri City (synonymous with the City of Stafford E.T.J. line as it existed in March, 1983);

THENCE in a counterclockwise direction along the city limits of Missouri City to intersect the Westerly boundary of the American Water Canal Company Canal;

THENCE in a counterclockwise direction following the city limits of Missouri City (as it existed in October, 1988) to intersect the Southerly right-of-way of the American Water Canal Company Canal;

THENCE Westerly along the Southerly right-of-way of the American Water Canal Company Canal to intersect the Easterly right-of-way line of Dulles Avenue;

THENCE Northerly along the Easterly right-of-way line of Dulles Avenue and its continuation as the Southerly right-of-way line of South Kirkwood Road to intersect the Southeasterly right-of-way of United States Highway 59;

THENCE Northeasterly along the Southeasterly right-of-way line of United States Highway 59 to intersect the Fort Bend/Harris County line;

THENCE in a counterclockwise direction along the Fort Bend County line to intersect the centerline of Willow Fork of Buffalo Bayou being the point of beginning.

Revised 4/89

AS PER ORIGINAL

PROPOSED
DESCRIPTION OF THE BOUNDARY LINE FOR COMMISSIONER'S
PRECINCT NUMBER FOUR IN FORT BEND COUNTY

Beginning for connection at a point where the centerline of State Farm to Market Road Number 723 (Houston Street) intersects the centerline of the Brazos River, being called the point of beginning;

Thence upstream along the centerline of the Brazos River to intersect the centerline of Ditch II-M as designated by the Fort Bend County Drainage District;

Thence upstream along the centerline of said ditch to intersect the East right of way line of Huntington Road;

Thence South along the East right of way of Huntington Road and its extension to intersect the centerline of State Highway 36;

Thence Northwesterly with the centerline of State Highway 36 to intersect the Easterly right-of-way line of Weeks Road;

Thence Southerly along the Easterly right of way line of Weeks Road and a Southerly extension of the same, crossing the Southern Pacific Railroad right-of way of United States Highway 90A to intersect the Southerly right-of-way line of United States Highway 90A:

Thence Westerly along the Southerly right of way line of United States Highway 90A to intersect the Easterly right-of-way line of Patton Road;

Thence Southerly along the Easterly right of way of Patton Road crossing Randon School Road to intersect the Southerly right-of-way line of Randon School Road;

Thence Westerly along the Southerly right of way line of Randon School Road to intersect the Easterly right-of-way line of Antone Stade Road;

Thence Southeasterly with the Easterly right or way line of Antone Stade Road to intersect the centerline of United States Highway 59:

Thence Southwesterly along the centerline of United States Highway 59 to intersect the Southwesterly right of way line of Darst Road;

Thence Northwesterly along the Southwesterly right of way line of Darst Road crossing Gin Road to intersect the Northwesterly right-of-way line of Gin Road;

Thence Northeasterly along the Northerly right of way line of Gin Road to intersect the Westerly right of way line of West Tavener Road:

Thence Northwesterly, Northeasterly, Northwesterly, Southwesterly and Northerly along West Tavener Road's respective Westerly, Northerly, Westerly, Southerly and Westerly right of way lines to intersect the Southerly right-of-way line of Jackson Road;

Thence Westerly along the Southerly right-of way line of Jackson Road and an extension of the same to intersect the centerline of the San Bernard River, being concurrent with the Fort Bend County line;

Thence clockwise along the Fort Bend County boundary line to intersect the centerline of Willow Fork of Buffalo Bayou;

Thence downstream along the centerline of Willow Fork of Buffalo Bayou to intersect the South boundary of the Day Land and Cattle Co. Survey, Abstract 448 of Fort Bend County;

Thence Easterly along said South boundary line to intersect the centerline of FM 1463;

Thence Southerly along the centerline of State FM 1463 to intersect the Easterly league line of the Enoch Latham, Jr. Survey, Abstract 50;

AS PER ORIGINAL

Thence Southerly leaving Farm to Market Roads 1093 and 359 following the said Easterly league line to a point of concurrence of alignment of the Easterly league line of the Daivd Randon & I. Pennington league, Abstract 73 and continuing to intersect the projection of the Northerly right-of-way line of Winner Foster Road;

Thence Westerly crossing Bois D'Arc Lane and following the projection of the Northerly right-of-way line of Pumping Plant Road with concurrence of alignment, said Winner Foster Road becomes Pumping Plant Road at the centerline of Bois D'Arc Lane, to intersect the projection of the Northerly concurrent right-of way line and the centerline of the Brazos River;

Thence proceeding downstream following the various meanders of the centerline of the Brazos River to intersect the projection of the Easterly right-of-way line of Hartledge Road;

Thence Northerly along the Easterly right-of way line of Hartledge Road to intersect the Southerly right-of way line of Beadle Road:

Thence Easterly along the Southerly right-of-way line of Beadle Road to intersect the Westerly right-of-way line of State Farm to Market Road 723'

Thence Northerly along the Westerly right-of way line of Beadle Road to intersect the Westerly right-of way line of State Farm to Market Road 723;

Thence Northerly along the Westerly right-of way line of State Farm to Market Road 723 crossing State Farm to Market Road 359 and intersection the Northerly right of way line of State Farm to Market Road 359;

Thence Easterly along the projection of the Northerly right-of way line of State Farm to Market Road 359 to a point of concurrence of alignment of said line and continuing along said line to intersect the West boundary line of the Pecan Grove Municipal Utility District #1 (said line being the East right-of-way line of Skinner Lane);

Thence Northerly, Easterly and Southerly following the various meanders of the boundary line of the Pecan Grove Municipal Utility District #1 to intersect the centerline of Oyster Creek;

Thence downstream following the meanders of the centerline of Oyster creek to intersect the Easterly right-of-way line of State Farm to Market Road 1464;

Thence Northerly along the Easterly right of way of Sate Farm to Market Road 1464 to intersect the Southeasterly right of way of Old Richmond Road;

Thence Northeasterly along the Southeasterly right of way line of Old Richmond Road to intersect the Southerly right-of-way line of Voss Road;

Thence Easterly along the Southerly right of way line of Voss Road crossing Burney Road to intersect the Easterly right-of-way line of Burney Road;

Thence Northerly along the Easterly right of way line of Burney Road to intersect the Northerly city limit line of the City of Sugar Land;

Thence Easterly along the Northerly city limit line of the City of Sugar Land to intersect the Westerly right of way line of State Farm to Market Road 1876 (Eldridge Road);

Thence Southerly along the Westerly right of way line of State Farm to Market Road 1876 (Eldridge Road) to intersect the Southerly right of way line of Greenway Drive;

Thence Westerly along the Southerly right of way line of Greenway Drive to intersect the Westerly property line of a tract or parcel of land describe4d in deed and recorded in Volume 704, Page 391, Fort Bend County Deed Records;

Thence Southerly along said Westerly property line to intersect the Northerly property line of a tract or parcel of land described in deed and recorded in Volume 265, Page 262, Fort Bend County Deed Records;

AS PER ORIGINAL

Thence Westerly along said Northerly boundary line to intersect the Westerly property line of said tract;

Thence Southerly along the Westerly property line of said tract to intersect the southerly property line of said tract;

Thence Easterly along the Southerly property line of said tract to intersect the Westerly right-of-way line of State Farm to Market Road 1876 (Eldridge Road);

Thence Southerly along the Westerly right of way line of State Farm to Market Road 1876 to intersect the Southerly right of-way line of United States Highway 90A;

Thence Easterly along the Sotherly right of-way line of United States Highway 90A to intersect the Northwesterly right-of-way line of United States Highway 59 (Sothwest Freeway);

Thence Southwesterly along the Northwest right-of way line of United State Highway 59 to intersect the projection of the Northeasterly right-of-way line of Williams Trace Blvd;

Thence Southeasterly along the Northeasterly right of-way line of State Highway 6 to intersect the Easterly right-of way line of Dulles Avenue (as described in Volume 1899, Page 1146 of the Fort Bend County Official Records);

Thence Northerly along the Easterly right-of way line of Dulles Avenue to intersect the Northerly right of-way line of Cartwright Road;

Thence Easterly along the Northerly right-of-way line of Cartwright Road to intersect the Westerly right of way line of State Farm to Market Road 2234;

Thence Southerly and Easterly along the Westerly and Southerly right-of-way line of State Farm to Market Road 2234 to intersect the Easterly right-of-way line of Turtle Creek Drive;

Thence Southerly along the Easterly right of way line of Turtle Creek Drive to intersect the North right-of way line of the Brazos Valley Irrigation Canal Company 100 foot fee strip as described in Volume 163, Page 624 of the Fort Bend County Deed Records;

Thence Easterly along said North right of way line to intersect the city limit line of Missouri City (as it existed in October 1988);

Thence Westerly and Southerly along said city limit line to intersect the East boundary line of the Glenn Lakes Section of the Quail Valley Subdivision;

Thence Westerly along the Northerly right of-way line of Senior Road to intersect the Northeasterly right-of way line of State Highway 6;

Thence Northwesterly with said projection crossing State Highway 6 and continuing to a point of concurrence of alignment with the Northwesterly right of way line of Thompsons Ferry Road crossing Oilfield Road to intersect the Southerly right-of-way line of Oilfield Road;

Thence Westerly along the Southerly right of-way line of Oilfield Road to intersect the centerline of the Houston Lighting and Power Company Parish-Sugar Land right of way;

Thence Southerly along the centerline of the Houston Lighting and Power Company right-of-way to intersect the centerline of the Brazos River;

Thence upstream following the various meanders of the Brazos River to intersect the Southerly projection of the Easterly right-of-way line of Harlem Road;

Thence Northerly along the said Southerly projection of the Easterly right-of-way line of Harlem Road to intersect the Northerly right-of-way line of United States Highway 90A;

AS PER ORIGINAL

Thence Westerly along the Northerly right-of-way line of United States Highway 90A to intersect the centerline of the Brazos River;

Thence upstream following the various meanders of the Brazos River to intersect the centerline of State Farm to Market Road 723, previously denoted as the point of beginning.

BID ITEM: RENTAL OF COPY MACHINES FOR FORT BEND COUNTY

AS PER ORIGINAL

BID NUMBER: 89-044

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'015'$CATEGORY

VENDOR NAME	BID PRICE
A D F COMPUTER SYSTEMS, INC.	
A-1 BUSINESS MACHINES	
ALLIED OFFICE SYSTEM	
ALLSTATE COPY SYSTEMS, INC.	✓
CANTER OFFICE EQUIPMENT	
CITICORP INDUSTRIAL CREDIT INC	
COMMERCIAL COPER PRODUCTS, INC	
COPITECH	
COPY PLUS SYSTEMS, INC.	
DEAN WILLIAMS BUS. MACHINES	
DELTA BUSINESS COMPUTERS	
DWANE DAVIS INTERNATIONAL	
EXECUTIVE AIR SYSTEMS	
FT BEND CHAMBER OF COMMERCE	
FT. BEND OFFICE SUPPLY	
GESTETNER CORP	
GLOBAL SERVICES, INC.	✓
HARRIS/3M DOCUMENT PRODUCTS	
IBM	
J.C.'S OFFICE SOLUTIONS	
KONICA BUSINESS MACHINES	✓
KOPI-R SERVICES	
M.L. COTHRAN & ASSOC., INC.	
MINOLTA BUSINESS SYSTEMS	✓
MONROE SYSTEMS FOR BUSINESS	✓
OCE INDUSTRIES	
OCE INDUSTRIES, INC.	
PITNEY BOWES	✓
ROSENBERG OFFICE SUPPLY	
ROSENBERG/RICHMOND CHAMBER	
SEALY OFFICE PRODUCTS, INC.	
SKYLINE BUSINESS EQUIPMENT	NO BID
SMITH MUNICIPAL	
SOUTHWEST COPIERS, INC.	✓
SOUTHWEST INDUSTRIAL EXCHANGE	
SUMCO, INC.	
THE SHILK COMPANY	
TWIN CITY BUSINESS MACHINES	
WALLACE BUSINESS EQUIPMENT INC	
XEROX CORPORATION	

AS PER ORIGINAL

27(2)

~~PAGE~~ NO. 1

38 930

BID ITEM: CONTRACT FOR GROUNDSKEEPING SERVICES

BID NUMBER: 89-045

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'791'$CATEGORY

VENDOR NAME	BID PRICE — PRIMARY LOCATION
A.M. GIBSON & ASSOCIATES	
AAA GARDEN SERVICE	
B & S EXXON	
BOWNDS WHOLESALE NURSERY	
CALDWELL NURSERY	
ENVIRONMENTAL INDUSTRIES	
FRANK'S LAWN SERVICE	
ISM	
MAINTAIN INC.	
MCELFRESH LANDSCAPE DESIGN	840.00 PER MO.
METRO BUILDING & CONSTRUCTION	
MICAR EXTERMINATING	
PENA'S SERVICES	1,125.00 PER MO.
SLICK'S LANDSCAPE & MAINT.	
TEXAS LAWN SERVICES	
THE GREATEST JANITORIAL SVC.	553.75 PER MO.
TONY'S LAWN SERVICE	900.00 PER MO.
TWIN CEDAR NURSERY	2,601.20 PER MO.
YODER LANDSCAPE SERVICE	
OGDEN ALLIED BLDG SVC.	
CHIPCO, INC.	4,000.00 PER MO.
I. & R. LAWN SERVICE	900.00 per mo. for PRIMARY
CUTTER'S CO.	4,831.20 PER MO.
REPUBLIC LANDSCAPING	770.00 PER MO.
HLS CO	2400.00 PER MO.
KENNEDY INDUSTRIES	1200.00 PER MO

AS PER ORIGINAL 38 931 28

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 10 day of April, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

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

********** APPROVED **********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

29. ADJOURNMENT:

Commissioners Court adjourned Monday, April 10, 1989.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 10TH day of APRIL, Drainage District Board of Fort Bend County, Texas met with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK
DAN GERKEN	DRAINAGE MANAGER

1. CONSIDER "RESOLUTION APPROVING RESOLUTION BY THE FORT BEND FLOOD CONTROL WATER SUPPLY CORP. PROVIDING FOR ISSUANCE OF FORT BEND FLOOD CONTROL WATER SUPPLY CORP. REVENUE BONDS, SERIES 1989; PLEDGING IMPACT FEES TO THE PAYMENT THEREOF; AUTHORIZING AN AGREEMENT RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT," AND TO TAKE OTHER ACTION AS MAY BE NECESSARY CONCERNING SAID RESOLUTION AND AGREEMENT:

   Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve "resolution approving resolution by the Fort Bend Flood Control Water Supply Corp. providing for issuance of Fort Bend Flood Control Water Supply Corp. Revenue Bonds, Series 1989; pledging impact fees to the payment thereof; authorizing an agreement relating thereto; and containing other provisions relating to the subject," and to take other action as may be necessary concerning said resolution and agreement.

2. REVIEW DRAINAGE DISTRICT MONTHLY REPORT:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept the Drainage District Monthly report for MARCH 1989 as presented by Dan Gerken, Drainage District Engineer. (Recorded in minutes in full)

3. ADJOURNMENT:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that the Drainage District Board be adjourned at 11:35 a.m. April 10, 1989.

5. ADJOURNMENT:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that the Drainage District Board be adjourned at 11:35 a.m., Monday, April 13, 1989.

DDB
#1

38 934

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officiao Clerk of the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of the Commissioners Court as the governing body of the Fort Bend County Drainage District, do hereby execute and deliver this certificate for the benefit of the Attorney General of the State of Texas and all persons interested in the validity of proceedings of the Commissioners Court, and do certify as follows:

1. That I am the duly chosen, qualified and acting officer of the Commissioners Court for the office shown below my signature; that as such I am familiar with the facts herein certified and that I am duly authorized to execute and deliver this certificate.

2. That the attached and following is a true and complete excerpt of proceedings from the minutes of a meeting of the Commissioners Court, pertaining to the adoption of the resolution described therein; and that the persons named in such excerpt as the members of the Commissioners Court are the duly elected, qualified and acting members as indicated therein.

3. That a true and complete copy of the resolution adopted at the meeting described in such excerpt from the minutes is attached to and follows such excerpt.

4. That such resolution has been duly and lawfully adopted by the Commissioners Court and has been duly signed and attested by the proper officers and, as adopted and signed, has been duly recorded in the minutes of the Commissioners Court for such meeting.

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

6. That written notice of the date, hour, place and subject of said meeting described in the excerpt from the minutes was posted at a place readily accessible at all times to the general public at the County Courthouse for the time required by law preceding this meeting; all as required by the Open Meetings Law, Article 6252-17, Vernon's Texas Civil Statutes, as amended, and such meeting was open to the public as required by law at all times during which such resolution and the subject matter thereof was discussed, considered and formally acted upon.

SIGNED AND SEALED this 10th day of April, 1989.

(SEAL)

Dianne Wilson

Dianne Wilson, County Clerk
and Ex-Officio Clerk of the
Commissioners Court

A:\FBFCWSC.PHH\CERTPAGE.DIS

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), as the governing body of Fort Bend County Drainage District, convened in regular session at a regular term of said Court, open to the public, on the 10th day of April, 1989, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Jodie Stavinoha	County Judge
Bud O'Shieles	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

and all of said persons being present except _____.

Whereupon, among other business, the following was transacted at said meeting.

RESOLUTION APPROVING RESOLUTION BY THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION PROVIDING FOR ISSUANCE OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION REVENUE BONDS, SERIES 1989; PLEDGING IMPACT FEES TO THE PAYMENT THEREOF; AUTHORIZING AN AGREEMENT RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

The resolution was duly introduced for the consideration of the Commissioners Court, as the governing body of Fort Bend County Drainage District, and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

AYES: 5
NOES: 0

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

FORT BEND COUNTY DRAINAGE DISTRICT

RESOLUTION APPROVING RESOLUTION BY THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION PROVIDING FOR ISSUANCE OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION REVENUE BONDS, SERIES 1989; PLEDGING IMPACT FEES TO THE PAYMENT THEREOF; AUTHORIZING AN AGREEMENT RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Commissioners Court of Fort Bend County, Texas, (the "Commissioners Court") is the governing body of the Fort Bend County Drainage District (the "District") which was created by Tex. Laws Chap. 303, 51st Reg. Sess. at 550, with boundaries coterminous with the boundaries of Fort Bend County, for the purpose of the reclamation and drainage of lands located within the District; and

WHEREAS, the Commissioners Court, as the governing body of Fort Bend County, Texas (the "County") duly created by resolution adopted on February 23, 1987, the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to provide for the financing of flood control and drainage improvements in the County pursuant to Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"); and

WHEREAS, the Corporation is authorized by the Act and Texas Local Government Code, Section 402.014 (Vernon 1988), as amended, to issue revenue bonds and to (i) acquire, construct and maintain with the proceeds of such bonds certain flood control and drainage facilities which will be located in and along the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds in the County (the "Project"); and (ii) provide for the payment of the principal of and premium, if any, and interest on such bonds with tax revenues to be derived from the sale of the Project to the County and impact fee assessment revenues to be derived from the provision of financing, construction and maintenance services to the District, all pursuant to the terms and provisions of an agreement between the Corporation, the County and the District; and

WHEREAS, the Commissioners Court has determined that there is substantial need for the Project, and that the public purpose of the Corporation and the Act would be furthered by the actions of the Commissioners Court in approving such Project and bonds; and

WHEREAS, the Commissioners Court has been presented with and examined proposed forms of a trust indenture and an agreement, as well as a resolution of the Corporation authorizing the issuance of the Corporation's bonds, and the Commissioners Court finds the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete; NOW, THEREFORE,

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

SECTION 1. FINDINGS AND DETERMINATIONS. It is hereby officially found and determined that the facts and recitations contained in the preamble of this Resolution are true and correct.

SECTION 2. APPROVAL OF RESOLUTION. The Commissioners Court, as governing body of the District, hereby approves the Corporation's "Resolution Authorizing the Issuance of the Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989; Awarding the Sale Thereof; Approving the Form and Substance of a Trust Indenture and Agreement; and Containing Other Matters Relating to the Subject," adopted by the Corporation on April 10, 1989, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

SECTION 3. APPROVAL OF BONDS. The Commissioners Court hereby approves the issuance of the Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989 (the "Bonds").

SECTION 4. AUTHORIZATION OF AGREEMENT. The Commissioners Court has been presented with a form of agreement attached hereto as Exhibit "B" and incorporated herein. By a majority vote of the members of the Commissioners Court, the form, terms and provisions of such agreement are hereby authorized and approved and the County Judge is hereby authorized and directed to execute and deliver such agreement on behalf of the District and the County Clerk is hereby authorized and directed to attest thereto and affix the District's seal, with such changes therein as the officers executing same may approve, such approval to be conclusively evidenced by such execution thereof.

SECTION 5. FURTHER ACTS AUTHORIZED. The County Judge, County Clerk, Commissioners Court, and the other officials of the County are hereby authorized to execute and deliver such contracts, endorsements, instruments, certificates, documents or papers necessary and advisable and to take such actions as are necessary to carry out the intent and purposes of this Resolution.

SECTION 6. IMPACT FEES RATIFIED. The Commissioners Court hereby ratifies and approves the imposition of Impact Fees levied against New Development (as defined in the Agreement) in the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds (the "Watersheds"), plus any interest which may have accrued on bonds or other contractual obligations to finance the Project, as approved by the Commissioners Court on September 12, 1988 (the "Resolution"), in accordance with Texas Revised Civil Statutes Annotated, Article 1269j-411, Sections

1-11, as amended, which fees are irrevocably pledged by the District under the Agreement to the payment of the Bonds.

SECTION 7. IMPACT FEES. So long as any of the Bonds are Outstanding, the District agrees to maintain, levy and assess and enforce the collection of the Impact Fees in the Watersheds and no exemptions or reductions, except as required by law, as set forth in the Resolution, from the payment of Impact Fees in the Watersheds will be permitted without the prior written consent of the owners of the Bonds. No bonds secured by Impact Fees collected within the Stafford run, Flat Bank Creek and Middle Oyster Creek Watersheds may be issued without the prior consent of the Texas Water Development Board.

SECTION 8. OPEN MEETING. Sufficient written notice of the date, hour, place and subject of the meeting of the Corporation at which this Resolution was adopted was posted for the time required by law preceding this meeting and such meeting was open to the public as required by law and at all times during which this Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Texas Civil Statutes Annotated, Article 6252-17, as amended.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect and be in full force and effect upon and after its passage.

Passed and approved this 10th day of April, 1989.

FORT BEND COUNTY DRAINAGE DISTRICT

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

ATTEST:

Diane Wilson

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

(SEAL)

A:\FBFCWSC.PHH\DISTRICT.RES
04/09/89

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), as the governing body of Fort Bend County Drainage District, convened in regular session at a regular term of said Court, open to the public, on the 10th day of April, 1989, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Jodie Stavinoha	County Judge
Bud O'Shieles	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

and all of said persons being present except _____.

Whereupon, among other business, the following was transacted at said meeting.

RESOLUTION APPROVING RESOLUTION BY THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION PROVIDING FOR ISSUANCE OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION REVENUE BONDS, SERIES 1989; PLEDGING IMPACT FEES TO THE PAYMENT THEREOF; AUTHORIZING AN AGREEMENT RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

The resolution was duly introduced for the consideration of the Commissioners Court, as the governing body of Fort Bend County Drainage District, and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

AYES: 5
NOES: 0

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

FORT BEND COUNTY DRAINAGE DISTRICT

RESOLUTION APPROVING RESOLUTION BY THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION PROVIDING FOR ISSUANCE OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION REVENUE BONDS, SERIES 1989; PLEDGING IMPACT FEES TO THE PAYMENT THEREOF; AUTHORIZING AN AGREEMENT RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Commissioners Court of Fort Bend County, Texas, (the "Commissioners Court") is the governing body of the Fort Bend County Drainage District (the "District") which was created by Tex. Laws Chap. 303, 51st Reg. Sess. at 550, with boundaries coterminous with the boundaries of Fort Bend County, for the purpose of the reclamation and drainage of lands located within the District; and

WHEREAS, the Commissioners Court, as the governing body of Fort Bend County, Texas (the "County") duly created by resolution adopted on February 23, 1987, the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to provide for the financing of flood control and drainage improvements in the County pursuant to Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"); and

WHEREAS, the Corporation is authorized by the Act and Texas Local Government Code, Section 402.014 (Vernon 1988), as amended, to issue revenue bonds and to (i) acquire, construct and maintain with the proceeds of such bonds certain flood control and drainage facilities which will be located in and along the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds in the County (the "Project"); and (ii) provide for the payment of the principal of and premium, if any, and interest on such bonds with tax revenues to be derived from the sale of the Project to the County and impact fee assessment revenues to be derived from the provision of financing, construction and maintenance services to the District, all pursuant to the terms and provisions of an agreement between the Corporation, the County and the District; and

WHEREAS, the Commissioners Court has determined that there is substantial need for the Project, and that the public purpose of the Corporation and the Act would be furthered by the actions of the Commissioners Court in approving such Project and bonds; and

WHEREAS, the Commissioners Court has been presented with and examined proposed forms of a trust indenture and an agreement, as well as a resolution of the Corporation authorizing the issuance of the Corporation's bonds, and the Commissioners Court finds the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete; NOW, THEREFORE,

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

SECTION 1. FINDINGS AND DETERMINATIONS. It is hereby officially found and determined that the facts and recitations contained in the preamble of this Resolution are true and correct.

SECTION 2. APPROVAL OF RESOLUTION. The Commissioners Court, as governing body of the District, hereby approves the Corporation's "Resolution Authorizing the Issuance of the Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989; Awarding the Sale Thereof; Approving the Form and Substance of a Trust Indenture and Agreement; and Containing Other Matters Relating to the Subject," adopted by the Corporation on April 10, 1989, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

SECTION 3. APPROVAL OF BONDS. The Commissioners Court hereby approves the issuance of the Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989 (the "Bonds").

SECTION 4. AUTHORIZATION OF AGREEMENT. The Commissioners Court has been presented with a form of agreement attached hereto as Exhibit "B" and incorporated herein. By a majority vote of the members of the Commissioners Court, the form, terms and provisions of such agreement are hereby authorized and approved and the County Judge is hereby authorized and directed to execute and deliver such agreement on behalf of the District and the County Clerk is hereby authorized and directed to attest thereto and affix the District's seal, with such changes therein as the officers executing same may approve, such approval to be conclusively evidenced by such execution thereof.

SECTION 5. FURTHER ACTS AUTHORIZED. The County Judge, County Clerk, Commissioners Court, and the other officials of the County are hereby authorized to execute and deliver such contracts, endorsements, instruments, certificates, documents or papers necessary and advisable and to take such actions as are necessary to carry out the intent and purposes of this Resolution.

SECTION 6. IMPACT FEES RATIFIED. The Commissioners Court hereby ratifies and approves the imposition of Impact Fees levied against New Development (as defined in the Agreement) in the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds (the "Watersheds"), plus any interest which may have accrued on bonds or other contractual obligations to finance the Project, as approved by the Commissioners Court on September 12, 1988 (the "Resolution"), in accordance with Texas Revised Civil Statutes Annotated, Article 1269j-411, Sections

1-11, as amended, which fees are irrevocably pledged by the District under the Agreement to the payment of the Bonds.

SECTION 7. IMPACT FEES. So long as any of the Bonds are Outstanding, the District agrees to maintain, levy and assess and enforce the collection of the Impact Fees in the Watersheds and no exemptions or reductions, except as required by law, as set forth in the Resolution, from the payment of Impact Fees in the Watersheds will be permitted without the prior written consent of the owners of the Bonds. No bonds secured by Impact Fees collected within the Stafford run, Flat Bank Creek and Middle Oyster Creek Watersheds may be issued without the prior consent of the Texas Water Development Board.

SECTION 8. OPEN MEETING. Sufficient written notice of the date, hour, place and subject of the meeting of the Corporation at which this Resolution was adopted was posted for the time required by law preceding this meeting and such meeting was open to the public as required by law and at all times during which this Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Texas Civil Statutes Annotated, Article 6252-17, as amended.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect and be in full force and effect upon and after its passage.

Passed and approved this 10th day of April, 1989.

FORT BEND COUNTY DRAINAGE DISTRICT

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

ATTEST:

Diane Wilson

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

(SEAL)

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04/09/89

EXHIBIT "A"

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

RESOLUTION AUTHORIZING THE ISSUANCE OF THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION REVENUE BONDS, SERIES 1989; AWARDING THE SALE THEREOF; APPROVING THE FORM AND SUBSTANCE OF A TRUST INDENTURE AND AGREEMENT; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to and in accordance with Article 1434a, Vernon's Texas Civil Statutes, as amended (the "Act"), the Fort Bend Flood Control Water Supply Corporation (the "Corporation") intends to issue revenue bonds and to finance, with the proceeds thereof, the acquisition, construction and maintenance of certain flood control and drainage improvements to be located in and along the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds in Fort Bend County, Texas (the "Project") for the benefit of Fort Bend County, Texas (the "County") and the Fort Bend County Drainage District (the "District"); and

WHEREAS, the Corporation now desires to (i) authorize the issuance of its $20,325,000 Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1989, (the "Bonds") pursuant to the terms and provisions of a trust indenture, (ii) provide for the sale of such Bonds to the Texas Water Development Board, (iii) provide, pursuant to Texas Local Government Code, Section 402.014 (Vernon 1988), for the payment of the principal of and premium, if any, and interest on such Bonds with revenues derived from the sale to the County of the Project and the providing of services to the District pursuant to the terms and provisions of an agreement between the Corporation, the County and the District, and (iv) take and authorize certain other actions in connection with the foregoing; and

WHEREAS, the Board of Directors of the Corporation (the "Board") has been presented with and has examined proposed forms of a trust indenture and an agreement, and the Board finds the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution; and

WHEREAS, the Board finds that it is in the best interest of the public and the Corporation to enter into such documents and that the public purpose of the Corporation and of the Act is furthered by the actions of the Board in authorizing the sale and issuance of the Bonds and the execution and delivery of such documents; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION THAT:

SECTION 1: FINDINGS AND DETERMINATIONS. It is hereby officially found and determined that the facts and recitations contained in the preamble of this Resolution are true and correct.

SECTION 2: AUTHORIZATION OF BONDS. The Corporation hereby authorizes and directs the issuance of the Bonds in accordance with a trust indenture substantially in the form of the Trust Indenture dated as of April 1, 1989, by and between the Corporation and First City, Texas-Houston, N.A., Houston, Texas, as Trustee (the "Trustee"), attached hereto as Exhibit "A" and incorporated herein. The form, terms and provisions of such Trust Indenture and Bonds being hereby authorized and approved, the President of the Board is hereby authorized and directed to execute and deliver such Trust Indenture on behalf of the Corporation, and the Secretary/Treasurer of the Board is hereby authorized to attest thereto and affix the Corporation's seal, with such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by such execution thereof.

SECTION 3: SALE OF BONDS. Subject to the unqualified approving opinion as to the legality of the Bonds by the Attorney General of the State of Texas and of Vinson & Elkins, Houston Texas, "Bond Counsel" for the Corporation, the sale of the Bonds is awarded to the Texas Water Development Board at a price of $20,325,000, at interest rates as set forth in the Trust Indenture in accordance with the terms and conditions of this Resolution; and it is hereby found, determined and declared that such sale of the Bonds at such price constitutes the best terms and the best possible price obtainable therefor and that the net effective interest rate on the Bonds is in accordance with the laws of the State of Texas.

SECTION 4: APPROVAL OF AGREEMENT. The sale by the Corporation to the County of the Project shall be effected pursuant to the terms and provisions of an agreement substantially in the form of the Agreement dated as of April 1, 1989 (the "Agreement"), among the Corporation, the County and the District which Agreement, attached hereto as Exhibit "B" and incorporated herein, was presented to the Board. The form, terms and provisions of such Agreement are hereby authorized and approved, and the President of the Board is hereby authorized and directed to execute and deliver such Agreement on behalf of the Corporation, and the Secretary/Treasurer of the Board is hereby authorized to attest thereto and affix the Corporation's seal, with such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by such execution thereof.

Pursuant to and in accordance with the terms of the Agreement, the Corporation's officers are authorized to convey, in one or more conveyances, the Corporation's entire right, title and interest to, and exclusive use and possession of, the Project to the County annually

upon completion of the acquisition, construction and installation of portions of the Project.

SECTION 5: APPROVAL OF COUNTY AND DISTRICT. A copy of this Resolution shall be submitted to the Commissioners Court of Fort Bend County, Texas, as governing body of the County, for approval by the County and to the Commissioners Court of Fort Bend County, Texas, as governing body of the District, for approval by the District.

SECTION 6: APPROVAL BY ATTORNEY GENERAL AND REGISTRATION BY COMPTROLLER. The Corporation's Bond Counsel is hereby authorized to submit a transcript of proceedings in connection with the issuance of the Bonds to the Attorney General of the State of Texas for examination and approval, following which the Bonds shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration.

SECTION 7: AUTHENTICATION AND DELIVERY. After approval of the Bonds by the Attorney General of Texas and registration by the Comptroller of Public Accounts, the Bonds shall be delivered to the Trustee for registration and delivery pursuant to the Trust Indenture.

SECTION 8: APPROVAL OF PAYMENT OF COSTS OF ISSUANCE. The President of the Board of Directors of the Corporation is hereby appointed as the Authorized Officer of the Corporation with full authority to execute requisition certificates for submission to the County for payment of costs of issuance of the Bonds in accordance with Section 3.04 of the Agreement.

SECTION 9: APPOINTMENT OF TRUSTEE. First City, Texas-Houston, N.A., is hereby appointed as Trustee under the Indenture in accordance with the fee scheduled attached hereto as Exhibit "C." The officers of the Board are hereby authorized to enter into any agreement, on such terms as they deem appropriate, with the First City, Texas-Houston, N.A., to effect the purposes of this Resolution.

SECTION 10: BOND PROCEEDS. The County is hereby appointed to manage investment of the proceeds of the Bonds and the Corporation's funds in accordance with the terms of the Agreement.

SECTION 10: SUBMISSION TO SECRETARY OF THE TREASURY. The officers of the Corporation are directed to submit to the Secretary of the Treasury of the United States of America, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement containing the information required by Section 149(e) of the Code.

SECTION 11: FURTHER ACTS AUTHORIZED. The actions and obligations authorized in this Resolution shall be subject to and conditioned upon the receipt by the Corporation, on the date of initial delivery of the Bonds against payment therefor (the "Closing Date"), of

such opinions, evidences, certificates, instruments or other documents as shall be requested by Bond Counsel, to evidence due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by such entities. The officers of the Corporation are authorized to take any and all actions necessary to carry out and consummate the transactions described in the instruments approved hereby or otherwise to give effect to the actions authorized hereby, to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Corporation all certificates, instruments and other documents and papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Bonds to be issued hereunder, as well as the terms and provisions of the Indenture and the Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, instrument, document or other paper.

SECTION 12: OPEN MEETING. Sufficient written notice of the date, hour, place and subject of the meeting of the Corporation at which this Resolution was adopted was posted for the time required by law preceding this meeting and such meeting was open to the public as required by law and at all times during which this Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Texas Civil Statutes Annotated, Article 6252-17, as amended.

SECTION 13: EFFECTIVE DATE. This Resolution shall take effect and be in full force and effect upon and after its passage.

PASSED AND APPROVED this 10th day of April, 1989.

ATTEST:

President, Board of Directors

Secretary/Treasurer

(SEAL)

A:\FBFCWSC.PHH\BONDRES.89
04/09/89

EXHIBIT "B"

AGREEMENT

between

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

and

FORT BEND COUNTY, TEXAS

and

FORT BEND COUNTY DRAINAGE DISTRICT

Relating to
Fort Bend Flood Control Water Supply Corporation
$20,325,000
Revenue Bonds, Series 1989

Dated as of

April 1, 1989

Draft: 04/09/89

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AGREEMENT

among

Fort Bend Flood Control Water Supply Corporation

and

Fort Bend County, Texas

and

Fort Bend County Drainage District

THIS AGREEMENT (this "Agreement"), dated as of April 1, 1989, is by and among the Fort Bend Flood Control Water Supply Corporation (the "Corporation"), a Texas non-profit corporation, and Fort Bend County, Texas (the "County"), a body politic and corporate and a political subdivision of the State of Texas, acting by and through its governing body, the Commissioners Court of Fort Bend County, Texas, and the Fort Bend County Drainage District (the "District"), a conservation and reclamation district, a governmental agency and body politic and corporate, and a political subdivision of the State of Texas, acting by and through its Governing Body, the Commissioners Court of Fort Bend County, Texas.

W I T N E S S E T H :

WHEREAS, the District is authorized by Article XVI, Section 59 of the Constitution of the State of Texas and was created by Tex. Laws Chap. 303, 51st Reg. Sess. at 550 (Article 8280-136, Texas Revised Civil Statutes Annotated, as amended) (the "District Act"), with boundaries coterminous with the boundaries of Fort Bend County, Texas, for the purpose of the reclamation and drainage of the District's lands; and

WHEREAS, the Corporation is organized pursuant to Article 1434a, Texas Revised Civil Statutes, as amended ("Art. 1434a"), for the benefit of the County for the specific and primary purpose of providing a flood control and drainage system for towns, cities, other political subdivisions, private corporations and other persons of Fort Bend County and for such other purposes as may be authorized by Art. 1434a; and

WHEREAS, Art. 1434a authorizes the Corporation to issue revenue bonds to finance flood control and drainage improvements, to provide flood control and drainage services, and to enter into contracts with political subdivisions of the State such as the County and the District; and

WHEREAS, pursuant to and in accordance with the provisions of Art. 1434a and Section 402.014, Texas Local Government Code, as amended ("Sec.

402.014"), the Corporation and the County desire to enter into this Agreement pursuant to which the Corporation will issue its revenue bonds in the aggregate principal amount of $20,325,000 for the purpose of financing the acquisition, construction and maintenance for the benefit of the County and the District, of certain flood control and drainage works and improvements necessary for drainage of land within the County, and the Corporation will convey title to such project to the County upon completion of construction or acquisition of portions thereof, in consideration for which the County will make periodic payments to the Corporation in amounts sufficient to pay the principal of, premium, if any, and interest on such bonds as it is due, as well as certain other amounts as provided for in this Agreement; and

WHEREAS, Sec. 402.014 authorizes the County to levy, pursuant to Art. 8, Section 9 of the Texas Constitution, and pledge a tax for the payment of its obligations under this Agreement; and

WHEREAS, Art. 1434a authorizes the Corporation to provide flood control and drainage services and to contract to provide for the benefit of political subdivisions such as the District for the financing, acquisition, construction and/or maintenance of such projects and improvements, including pursuant to contracts authorized by Sec. 402.014; and

WHEREAS, the District desires that the Corporation issue its revenue bonds to finance the project and construct the project and to perform such services of financing, acquisition, construction and maintenance of the project for the District under the supervision of the Chief Engineer of the District; and

WHEREAS, the District Act authorizes the District to do all things necessary and proper to carry into effect the purposes for which the District is organized, including obtaining such services from entities such as the Corporation; and

WHEREAS, Sec. 402.014 authorizes the District to pledge the revenues of its drainage system, including the impact fees collected in the Stafford Run, Middle Oyster Creek and Flat Bank Creek Watersheds which will benefit from the project, to the payment of its obligations under this Agreement; and

WHEREAS, the Board of Directors of the Corporation adopted a resolution on April 10, 1989, authorizing the issuance of the Fort Bend County Water Supply Corporation Revenue Bonds, Series 1989, and the execution of this Agreement and a trust indenture securing such bonds; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, as the Governing Body of the County, adopted a resolution on April 10, 1989, approving the issuance of the Fort Bend County Water Supply Corporation Revenue Bonds, Series 1989, levying such tax, authorizing the execution of

this Agreement, and approving the resolution of the Corporation adopted on April 10, 1989, and the matters contained therein; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, as governing body of the District, adopted a resolution on April 10, 1989, (i) approving the Corporation's issuance of the Fort Bend County Water Supply Corporation Revenue Bonds, Series 1989; (ii) pledging such impact fees; (iii) authorizing the execution of this Agreement; and (iv) approving the resolution of the Corporation adopted on April 10, 1989, and the matters contained therein; and

WHEREAS, the Governing Body of the County and the District has found and determined that providing new and additional flood control and drainage facilities and services within the District which would not be available without this Agreement between the Corporation, the County and the District is a public purpose;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements set forth below, the Corporation, the County and the District agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. The following words and terms shall have the meanings assigned to them below whenever they are used in this Agreement, unless the context clearly requires otherwise. All terms used in this Agreement which are defined in the Indenture (except Exhibit A thereto) shall have the same meanings in this Agreement. Except where this Agreement requires otherwise, words imparting the singular number shall include the plural and vice versa.

"Agreement" means this Agreement, as it may be amended or supplemented from time to time.

"Authorized Officer" when used with respect to the District or the County means the County Judge or any officer or employee of the District or the County authorized to perform specific acts or duties by law or by resolution or order duly adopted by the Governing Body of the District or the County, respectively, and when used with respect to the Corporation, means an officer, director, employee or agent of the Corporation duly authorized to perform specific acts or duties by resolution or order adopted by the Governing Body of the Corporation.

"Board" means the Texas Water Development Board or any successor agency thereto as Owner of the Bonds.

"Bond Resolution" means the resolution adopted by the Board of Directors of the Corporation on April 10, 1989, authorizing the issuance of the Series 1989 Bonds.

"Claims" means all claims, lawsuits, causes of action and other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counterclaim, crossaction or impleader) the Corporation or any officer or director thereof, even if groundless, false or fraudulent, so long as the claim, lawsuit, course of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, to result from, to relate to or to be based upon, in whole or in part: (a) the issuance of the Series 1989 Bonds, (b) the duties, activities, acts or omissions of any person in connection with the issuance of the Series 1989 Bonds, or the obligations of the various parties arising under the Financing Documents, or (c) the duties, activities, acts or omissions of any person in connection with the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof and whether or not such claim, lawsuit, course of action or other legal action or proceeding was caused by the negligence of the Corporation or any officer or director thereof.

"Code" means the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any successor internal revenue laws of the United States of America.

"Commissioners Court" means the Commissioners Court of Fort Bend County, Texas, which is the Governing Body of the County and the District.

"Completion Date" means the date of completion of the acquisition and construction of the Project, as that date shall be certified as provided in Section 2.09 hereof.

"Contract Documents" shall mean the construction contracts between the Corporation and its contractors and subcontractors as they may be amended or supplemented from time to time, this Agreement, the Plans and Specifications and all addenda, modifications and amendments thereto, whether dated prior to or subsequent to the execution hereof.

"Costs of Issuance" means any and all costs incurred in connection with the authorization, issuance, sale and delivery of the Series 1989 Bonds, which shall include all of the Corporation's out-of-pocket expenses in connection with the authorization, issuance, sale and delivery of the Series 1989 Bonds including, but not limited to, all financing, legal, financial advisory, printing and other expenses and costs of the Corporation necessary to the issuance of the Series 1989 Bonds. All of such costs shall be reasonable and are subject to approval by the Governing Body of the County and the Corporation.

"County" is defined in the Recitals to this Agreement.

"County Treasurer" means the County Treasurer of Fort Bend County, Texas.

"District" is defined in the Recitals to this Agreement.

"District Engineer" means the Chief Engineer of the District or any person authorized by the District Engineer or the Governing Body of the District to act in his place in any particular situation. Whenever the District Engineer is required by this Agreement to take any action, such action must be authorized by the Governing Body of the District.

"Event of Default" is defined in Section 801 of the Indenture.

"Governing Body" means the Fort Bend County Commissioners Court in the case of the County or the District, as the context dictates, or the Board of Directors in the case of the Corporation.

"Impact Fees" means the charges or assessments imposed against New Development within the Service Area, pursuant to the Impact Fee Resolution.

"Impact Fee Resolution" means the Resolution Adopting Capital Improvements Plan and Authorizing Imposition of Impact Fee adopted by the Governing Body of the District on September 12, 1988, as amended or supplemented from time to time.

"Indenture" means that certain Trust Indenture dated as of the date of this Agreement, between the Trustee and the Corporation, as it may be amended or supplemented from time to time in accordance with its terms.

"Issuance Date" means the date on which the Series 1989 Bonds are issued and delivered to the Board.

"New Development" means land within the Service Area which is subject to the imposition of Impact Fees pursuant to the Impact Fee Resolution.

"Opinion of Counsel" means an opinion or opinions in writing, signed by legal counsel who, unless otherwise specified, may be counsel to the Corporation, the Trustee or the District. As to any factual matters involved in an Opinion of Counsel, such counsel may rely, to the extent that they deem such reliance proper, upon a certificate or certificates setting forth such matters which have been signed by an Authorized Officer of a particular governmental authority, corporation, firm or other Person or entity.

"Plans and Specifications" means the plans and specifications for the flood control and drainage improvements comprising the Project, prepared by the Corporation's consulting engineers, which shall initially be Lichliter/Jameson & Associates, Inc., and approved by the Engineering Staff of the Texas Water Development Board, as the same may be revised from time to time prior to the Completion Date in accordance with Section 2.07 of

this Agreement. The Plans and Specifications as of the date hereof are listed on Exhibit "A."

"Pledged Revenues" shall mean all Impact Fees collected by the District in the Service Area on or after the Issuance Date, and which the District has pledged in Section 4.05 of this Agreement to a portion of the payment of the Debt Service on the Series 1989 Bonds in consideration for the services rendered to the District hereunder.

"Project" means the land, works and improvements described in Exhibit "B" attached hereto, all of which shall be located within the Service Area.

"Project Costs" means and includes all construction costs and reconstruction costs as those terms are generally understood in standard accounting practice as applied to flood control and drainage projects of the nature of the Project and without limiting the generality of the foregoing, the term shall include the purchase of equipment, property and rights in property, the cost of land, easements and rights-of-way, including damages to land and property, and all engineering, financial consultants, administrative, auditing and legal expenses incurred in connection with the creation and administration of the Corporation and establishing its tax-exempt status and the acquisition and construction of the Project.

"Purchase Price" is defined in Section 4.01 of this Agreement.

"Regulations" means the applicable proposed, temporary or final Income Tax Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such Regulations may be amended or supplemented from time to time. Reference to any particular Regulation as in effect or proposed on the date of this Agreement shall be deemed to refer to any successor Regulation relating to the same subject matter.

"Service Area" means the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds, which are located in Fort Bend County, Texas, as described in Exhibit "C" attached hereto.

"State" means the State of Texas.

Section 1.02. Interpretations. The table of contents and article and section headings of this Agreement are for reference purposes only and shall not affect its interpretation in any respect.

(End of Article I)

ARTICLE II

THE PROJECT

Section 2.01. Acquisition of Land. The District Engineer will recommend to the Corporation which land, rights-of-way and easements the Corporation should purchase which are necessary for completion of the Project. The Corporation will conduct all negotiations concerning the acquisition of land, rights-of-way and easements necessary for the Project. Title to any such property will be acquired in the name of the Corporation. The Corporation will secure at least one independent appraisal on any tracts of land, easements or rights-of-way that are to be purchased. All purchases shall be reviewed and approved by the Governing Bodies of the Corporation and the County.

Section 2.02. Condemnation of Land. The Corporation will condemn in its name any real property which must be condemned. The Corporation will do all work necessary in connection therewith, subject to approval by the Governing Body of the County.

Section 2.03. Construction of the Project. Commencing with the effective date of this Agreement and employing due diligence until completion of the Project, the Corporation shall perform and supply or cause to be performed and supplied in a good and workmanlike manner all labor, services and work necessary for the acquisition, engineering, supervision, construction, completion, inspection, management and administration of the Project in accordance with the Contract Documents. The Corporation agrees to furnish efficient business administration and supervision of such work and to use its best efforts at all times to furnish an adequate supply of engineers, architects, contractors, subcontractors, workmen and materials to perform such work in the best and soundest way possible and in an expeditious and economical manner.

Section 2.04. Bids and Construction Contracts. The Corporation will advertise for competitive bids for the construction work involved in the Project in accordance with the procedures applicable to the County. All bids and construction contracts relating to the Project shall be reviewed and approved by the District Engineer and by the Governing Bodies of the County and the Corporation. Thereafter, the Corporation shall award such construction contracts in the name of the Corporation to the responsible bidder which submits the lowest and best bid, unless otherwise directed by the Governing Body of the County. The Corporation shall insure that all such contracts contain legally sufficient bid bonds and payment and performance bonds, and that the contractor obtains adequate insurance for the Project and satisfies all of the legal requirements for public work awarded by a political subdivision of the State. All contracts shall provide the Governing Body of the County with the right to pursue the Corporation's right and remedies against the contractor in the event the Corporation fails to timely pursue such remedies within 30 days of receipt

of notice with respect thereto by the County. The Corporation will assure that all necessary permits are obtained.

Section 2.05. Designation of County as Agent of Corporation. The Corporation hereby designates the County as its agent for the purpose of managing and investing funds, paying bills and issuing checks. The Corporation hereby authorizes the County to designate the depository and to establish the account entitled "Fort Bend Flood Control Water Supply Corporation Construction Fund" created in Section 401 of the Indenture, into which all funds to be used for acquisition and construction of the Project will be deposited as provided in Section 3.03 hereof. The County shall pay all amounts requested to be paid by the Corporation which conform to the terms of this Agreement. In no event shall the County use such funds for any purpose for which the Corporation has not requested payment in accordance with this Section.

The Corporation shall approve all payments of Project Costs. An Authorized Officer of the Corporation shall submit a requisition certificate directing such payment to the District Engineer for his review and recommendation. Any such requisition shall state:

(i) the requisition number;

(ii) the name of the Person to whom each such payment is due;

(iii) the amount to be paid;

(iv) the purpose by general classification for which each obligation to be paid was incurred;

(v) that obligations in the stated amounts have been incurred and are presently due and payable and have not been paid or that such items have been previously paid and reimbursement for such payment is sought and that each item thereof is a proper charge against the Construction Fund;

(vi) that the payment of such obligations is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of this Agreement; and

(vii) that no Event of Default has occurred and is continuing.

The District Engineer shall submit all requisitions to the Governing Body of the County with his recommendations. The County shall approve, process and pay all such requisitions and pay all Project Costs from the Construction Fund in accordance with the procedures currently applicable to the payment of County construction projects.

Section 2.06. Liens. In causing the Project to be acquired, constructed and improved, the District will not voluntarily create or

permit to remain any lien, encumbrance or charge upon the Project or any interest therein, except Permitted Encumbrances (as defined in the Indenture).

Section 2.07. Revision of the Project. The description of the Project set forth in Exhibit B to this Agreement has been prepared on the basis of the Plans and Specifications for construction of various portions of the Project. Such Plans and Specifications may be completed or revised prior to the Completion Date provided that if such revision would result in a material addition to, deletion from, substitution of or change in Exhibit "A," the District must deliver to the Corporation and the Trustee (a) a copy of such revision, duly certified by the Corporation's consulting engineer, (b) in case the revision or revisions involve the addition, deletion or substitution of or a change in drainage facilities so that the approval of any state or federal agency, including but not limited to the Texas Water Development Board or the Texas Water Commission, is required, an order or letter from the appropriate governing body or representative of such state or federal agency to the effect that the facilities comprising the revised Project are approved, and (c) an Opinion of Counsel from nationally recognized bond counsel that the revision or revisions will not adversely affect the exclusion from gross income of interest on the Series 1989 Bonds for federal income tax purposes.

Ten days after the receipt by the Trustee of the certificates, orders and opinion referred to in the preceding paragraph, and 10 days after the Completion Date, the Project description contained in Exhibit A hereto shall be deemed amended to reflect material revisions for all purposes of the Financing Documents. Upon the request of either party or the Trustee, the Corporation, the County and the District shall enter into an appropriate instrument reflecting such amendment.

Section 2.08. Completion of Project. The Corporation shall use its best efforts to cause all proceeds of the Series 1989 Bonds to be spent and the acquisition, construction and installation of the Project in accordance with the Plans and Specifications, as amended, to be totally completed by _____, 1992, with exception only for delays beyond the reasonable control of the Corporation. However, if for any reason such acquisition, construction and installation shall not be completed by such date, the Corporation shall not be liable to the County or the District for any damages caused by the delay, but the Corporation shall thereafter proceed with all due diligence to cause the Project to be completed as soon as practicable. There shall be no diminution in or postponement of the payment of installments of the Purchase Price by the County or of the Pledged Revenues by the District to the Trustee or any other amount required to be paid by the County or the District under this Agreement because of any delay in the completion of the Project. When the Project has been completed, the Corporation shall promptly deliver to the Trustee, the County and the District, a certificate signed by an Authorized Officer of the Corporation, (i) stating that, as of a specified date, the Project has been completed (the "Completion Date") and (ii) directing the County

with respect to any amount which is to be retained in the Construction Fund for the payment of the Project Costs on the Project not then due and payable or the liability for payment of which the Corporation is contesting and to remit the remainder of the funds in the Construction Fund, if any, pursuant to the terms of Section 606 of the Indenture, to the Trustee for deposit in the Redemption Fund for the payment or early redemption of the Series 1989 Bonds in accordance with Section 406 of the Indenture. In addition, the Corporation shall do all things necessary to comply with its obligations under Section 605 of the Indenture concerning the Rules of the Board and under Section 606 of the Indenture to make a final accounting to the Board.

Section 2.09. Title to the Project. Legal title to and exclusive possession and use of the Project as acquired or constructed and to all materials delivered to the Corporation which are intended to become a part of the Project shall vest in the Corporation immediately upon acquisition or construction of the Project or delivery of such materials. Pursuant to Section 4.02, the Corporation shall convey portions of the Project as completed to the County.

Section 2.10. Possession. Prior to the passage of the Corporation's right, title and interest in and to any part of the Project to the County pursuant to the terms of Section 4.02 of this Agreement, sole and exclusive possession of such part of the Project shall be in the Corporation subject to the right of inspection by the District Engineer.

Section 2.11. Status Reports. The Corporation will prepare a budget for the construction of the Project and supply such budget and all amendments thereto to the County and the District Engineer. The Corporation will supply the District Engineer with a monthly status report on the construction of the Project and the acquisition of land for the Project. The County Treasurer will prepare and submit to the Corporation on a monthly basis a statement of the amounts on deposit in the Corporation's Construction Fund and a report on the expenditure of funds in accordance with the budget.

Section 2.12. Maintenance of the Project. Prior to the conveyance of any completed portion of the Project to the County pursuant to Section 4.02, the Corporation will maintain, preserve and keep the Project or cause the Project to be maintained. After the conveyance of any completed portion of the Project to the County, the District will incorporate the Project into its regular maintenance program and will maintain the Project from available funds therefor. The District shall maintain the Project so that as long as any of the Series 1989 Bonds are Outstanding, the Project will continue to drain at least the same amount of acreage that it drained upon completion of the acquisition and construction of the Project.

After conveyance of any portion of the Project to the County, the District shall have the privilege of modifying and improving the Project from time to time as it, in its discretion, may deem to be desirable for

its uses and purposes. The cost of such modifications and improvements shall be paid by the District. The proceeds of fire or other casualty insurance policies received in connection with damage to or destruction of the Project, including any additions to the Project, will, subject to the claims of the Owners of the Series 1989 Bonds pursuant to the Indenture, (a) be used to reconstruct the Project, regardless of whether the insurance proceeds are sufficient to pay for the reconstruction, or (b) be remitted to the County.

Section 2.13. Compliance With Laws. The Corporation shall promptly comply or cause compliance with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Project. Notwithstanding the foregoing, the Corporation shall have the right to contest the legality of any such law, ordinance, order, rule, regulation or requirement as applied to the Project, provided that in the Opinion of Counsel satisfactory to the Trustee, such contest shall not in any way materially adversely affect or impair the obligations of the Corporation under this Agreement or materially adversely alter or impair the security interest of the Trustee. If the Corporation does not fulfill such obligations, the County or the District may elect to cause such compliance. The County and the District shall not unreasonably refuse to cooperate with the Corporation to the extent necessary in any such contest, except where the County and the District are adverse parties to the Corporation. The foregoing shall not constitute a waiver by any party of any remedies otherwise available to such party against any other party.

Section 2.14. Contribution of Funds Other Than Bond Proceeds. On the date of issuance of the Series 1989 Bonds, the District and the County covenant to deposit in the Construction Fund the following amounts:

(i) All Impact Fees collected in the Service Area prior to the Issuance Date, less any amounts previously expended for Project Costs; and

(ii) $1,100,000 in available money of the District.

Section 2.15. Compliance with Texas Water Development Board Rules. (a) The District, the County and the Corporation agree to comply with all of the rules of the Texas Water Development Board, including the Texas Water Code, Chapters 15, 16 and 17 as appropriate, including the final accounting to the Board required by Section 606 of the Indenture. The parties recognize that failure to construct the Project in accordance with the Plans and Specifications and any and all modifications, amendments or changes to such engineering plans, regardless of the nature, character or extent of such changes; failure to construct the Project in accordance with sound engineering principles; or failure to comply with any term or terms of the Plans and Specifications, shall be grounds for the Board's refusal to give a certificate of final approval for the Project. The County and the District shall furnish the Texas Water Development Board with all information, material and certifications necessary so that the Corporation

can comply with its obligations to the Texas Water Development Board under this Agreement.

(b) The District, the County and the Corporation will not take, or omit to take, any action which action or omission would adversely affect the excludability for federal income tax purposes of interest payable on any series of bonds issued by the Texas Water Development Board or the Texas Water Resources Finance Authority.

(End of Article II)

ARTICLE III

THE SERIES 1989 BONDS

Section 3.01. Issuance of the Series 1989 Bonds. The Corporation agrees that immediately following the delivery of this Agreement, it will use its best efforts to execute and deliver the Indenture and issue, sell and deliver the Series 1989 Bonds in the aggregate principal amount of $20,325,000 to the Board.

Section 3.02. Additional Bonds. If the County and the District are not in default under this Agreement, the Corporation shall, at the request of the County, cooperate with the County and use its best efforts to issue such amount or amounts of Additional Bonds (as defined in the Indenture) as may be requested by the County from time to time, as authorized by and pursuant to the terms of Section 212 of the Indenture.

Section 3.03. Disposition of Series 1989 Bond Proceeds. Upon the receipt of the proceeds of the sale of the Series 1989 Bonds, such proceeds shall be deposited in the Construction Fund established pursuant to Section 2.05. The Corporation shall apply the moneys in the Construction Fund for the following purposes and in the order specified below:

(a) Payment of capitalized interest.

(b) Payment of Costs of Issuance.

(c) Payment of Project Costs.

(d) After (i) receipt of the certificate referred to in Section 2.08 of this Agreement; and (ii) completion of the final accounting to the Board pursuant to Section 606 of the Indenture, all amounts remaining in the Construction Fund in excess of the amount specified in such certificate as being the amount which the Corporation is to retain in the Construction Fund for the payment of Project Costs not then due and payable or the liability for the payment of which the District is contesting shall be paid to the Trustee for deposit in the Redemption Fund.

Section 3.04. Payment of Costs of Issuance. The County shall disburse funds in the Construction Fund to pay Costs of Issuance upon receipt of a requisition in the form described in Section 2.05, executed by an Authorized Officer of the Corporation.

Section 3.05. Investment of Funds. The County shall invest and reinvest the moneys in the Construction Fund and prepare and provide instructions to the Trustee as to the investment and reinvestment of the

moneys in the Corporation's Bond Funds held by the Trustee under the Indenture.

The funds shall be invested and reinvested in securities that are eligible for investment by the County. The Governing Bodies of the Corporation and the County shall review all such investments. All funds shall be secured in the manner required for County funds. All funds shall be audited annually by an independent certified public accountant and will be subject to audit by the County Auditor.

(End of Article III)

ARTICLE IV

PURCHASE AND SALE OF PROJECT AND SERVICES

Section 4.01. County's Obligation to Pay Purchase Price. Pursuant to Sec. 402.014, and as required by the Code and Regulations, the Corporation agrees to sell the Project to the County and the County agrees to purchase the Project and to make periodic payments of the Purchase Price therefor. The Purchase Price shall be equal to the Debt Service on the Series 1989 Bonds, until no Series 1989 Bonds are Outstanding. In order to provide for the payment of the Purchase Price, by a resolution of the Governing Body of the County adopted on April 10, 1989, the County has levied and pledged its taxes to, and agrees to pay therefrom, an amount equal to the Debt Service on the Bonds as it becomes due and payable, LESS any amounts actually paid to the Trustee for deposit to the Revenue Fund by the District pursuant to Section 4.06 of this Agreement. To the extent that the Corporation, acting through the County Treasurer as its agent, certifies to the County at the time of the setting of the tax rate that funds available for the payment of Debt Service on the Series 1989 Bonds are on deposit in the Revenue Fund established under the Indenture or are in the process of collection, then the County shall consider such certified amount as available in establishing a tax rate sufficient to pay the County's obligations under this Section 4.01. In order to provide for such payment, the County covenants to pay such amounts directly to the Trustee for deposit to the Debt Service Fund on or before the Business Day preceding each Interest Payment Date.

Section 4.02. Conveyance of the Project. Prior to December 31 of each year preceding the Completion Date, the Corporation agrees to execute and deliver such instruments as the County shall reasonably request to convey to the County such part of the legal title to and the beneficial possession and use of the portions of the Project, the acquisition or construction of which is completed on December 15 of such year. Not later than 10 days after the Completion Date, the legal title to and the beneficial possession and use of the remainder of the Project not previously conveyed will be conveyed to the County.

On the date of conveyance of any portion of the Project, the Corporation shall assign to the County its right to all warranties and guarantees which may have been made by any seller, contractor, subcontractor, materialman, supplier, engineer or architect as to the portion of the Project being conveyed. The Project shall be sold to the County subject to a vendor's lien to secure the Purchase Price, and any Permitted Encumbrances of record existing on the date of such sale.

Section 4.03. Prepayment of Purchase Price; Redemption of Bonds. On any date prior to which the Series 1989 Bonds are permitted to be redeemed prior to their Stated Maturity, the County may at its option deliver to the Trustee money in an amount equal to all or any part of the principal and accrued interest to the date of redemption of any Series 1989 Bonds. In

addition, on any date, the County may deposit with the Trustee money or securities in an amount which would cause the Corporation's obligations to pay the Series 1989 Bonds to be discharged pursuant to the terms of Article XI of the Indenture. The Corporation agrees that, at the request of the County, it will cooperate with the County to cause the Series 1989 Bonds or any portion thereof to be redeemed on the date directed by the County which is in accordance with the Indenture, or the Corporation's obligations thereon to be discharged, to the extent permitted by the Indenture. Upon the redemption or discharge of the Corporation's obligations on all of the Series 1989 Bonds, full and unencumbered legal title to and exclusive possession and use of the Project shall vest in the County without the need of further action on the County's or the Corporation's part although the Corporation shall execute any documents evidencing such title requested by the County.

The County covenants and agrees that it will give to the Trustee, the Corporation and the District not less than 45 days written notice of its intent to direct the redemption of any Bonds.

Section 4.04. District's Obligation to Pay for Services. In consideration for the Corporation performing the services of financing, acquisition, construction and maintenance of the Project, the District agrees to pay to the Corporation all of Pledged Revenues for the purpose of payment of an amount equal to a portion of the Debt Service on the Series 1989 Bonds, plus any other amounts which the District is obligated to pay under the terms of this Agreement.

Section 4.05. Pledged Revenues. In order to provide for the payment of such amounts, the District hereby pledges all of the Pledged Revenues on and after the date hereof until the District's obligations pursuant to Section 4.04 and any other obligations of the District under this Agreement are satisfied. Such Impact Fees shall constitute "Pledged Revenues" for the purposes of the Financing Documents. The District further covenants that no other obligations of the District will be secured by Pledged Revenues without the prior consent of all Bondholders. Additionally, the District covenants to use all Impact Fees collected in the Service Area prior to the date hereof for the construction and acquisition of the Project.

Section 4.06. Levy, Assessment, Collection and Transfer of Impact Fees. So long as any Bonds are Outstanding, the District agrees to levy, assess, maintain and continually enforce and collect the Impact Fees in such amounts as are required to pay the District's obligations pursuant to Section 4.04 to the extent permitted by law. By resolution dated as of September 12, 1988, the Governing Body of the District levied Impact Fees for New Development in the Service Area and authorized the District to pledge all of the Impact Fees collected in the Service Area to the payment of the District's obligations pursuant to Section 4.04. Should such resolution or any other resolution levying or authorizing the assessment and collection of Impact Fees sufficient to meet the District's

obligations under this Agreement ever be challenged in a court of law, the District shall contest such challenge or shall amend such resolution or adopt such other resolutions or take such steps and procedures as are legally required to assess and collect the Impact Fees.

In order to secure such payments, the District shall transfer, on a monthly basis, all Pledged Revenues directly to the Trustee for deposit in the Revenue Fund. The Trustee shall then make the transfers of funds to the Registered Owners of Bonds for the payment of Debt Service and the redemption of Bonds as described in Section 403 of the Indenture.

Section 4.07. Assignment of Pledged Revenues and Security Interests. It is understood and agreed that all Pledged Revenues are to be assigned to the Trustee for the benefit of the Bondholders. The County and the District assent to such assignment, and hereby agree that, as to the Trustee, their obligation to make such payments shall be absolute and unconditional and shall not be subject to any defense or any set-off, counterclaim or recoupment arising out of any breach by the Corporation of any obligation to the County or the District, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the County or the District by the Corporation.

As security for payment of the Bonds and performance of the Corporation's obligations under this Agreement, the Corporation hereby pledges, sets over, assigns and grants a security interest to the Trustee for the benefit of the Bondholders in all of the Corporation's rights, titles and interests in and to all amounts at any time deposited in the Bond Funds established pursuant to the Indenture, including all investments and reinvestments made with such amounts and the proceeds thereof, and in all of its rights to and interests in such amounts, investments, reinvestments and proceeds. The Corporation hereby authorizes and directs the Trustee to hold such amounts, investments, reinvestments and proceeds as bailee and custodian for the Bondholders in accordance with the provisions of Sections 8.321 and 9.305 of the Texas Business and Commerce Code, as amended, and to invest and disburse such amounts and proceeds in accordance with the Indenture and this Agreement.

Section 4.08. No Exemption. The District agrees that it will not exempt, except as required by law, any property or land within the Service Area from the payment of Impact Fees without receiving the prior written consent of all Bondholders.

Section 4.09. Payment of Expenses of Trustee and Corporation. In addition to all other payments hereunder, the County agrees to pay from available funds the following amounts to the following Persons:

(a) To the Trustee, when due and requested by the Trustee, all reasonable costs, fees and expenses of the Trustee for services rendered under the Indenture and all fees and charges of any registrar, counsel,

accountant or other Person incurred by the Trustee in the performance of its services under the Indenture; and

(b) To the Corporation, upon demand, all reasonable costs, fees and expenses incurred by it relating to the Series 1989 Bonds and the duties of the Corporation under the Indenture and this Agreement not otherwise required hereunder to be paid by the County, including but not limited to directors' and officers' liability insurance, general liability insurance, auditing and fiscal expenses and administrative and legal costs, so long as any of the Series 1989 Bonds are Outstanding.

The Corporation may enforce the County's obligations under this Section 4.09 independently of any other remedies available to any Person against the County pursuant to the terms and provisions of the Financing Documents (as defined in the Indenture). In addition, the Trustee may enforce, as a third party beneficiary, the County's obligations under this Section.

Section 4.10. Nature of Obligations of County and District. The obligations of the County and District as provided in this Agreement shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counterclaim the County or the District might otherwise have against the Corporation, the Trustee or any other Person, and the County and the District will not, for any reason, suspend or discontinue any such payment. Notwithstanding the aforesaid, however, the Pledged Revenues constitute the sole source from which the District is legally obligated to pay its obligations under this Agreement.

The occurrence of a casualty or condemnation of the Project or any portion thereof shall not entitle the County or the District to any abatement, postponement or reduction in amounts payable under this Agreement, and the County and the District hereby waive, to the extent permitted by law, the benefits and provisions of all laws and rights which, by reason of such casualty or condemnation, might relieve the County and the District from any of such obligations.

Section 4.11. Excess Funds. After the Purchase Price has been paid in full and all other amounts payable under the Financing Documents and any required Rebate Amount have been paid or provision for such payment has been made, any excess money remaining in the Funds shall forthwith be paid to the County pursuant to Section 410 of the Indenture.

(End of Article IV)

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CORPORATION

Section 5.01. Representations and Warranties of the Corporation. The Corporation represents and warrants that:

(a) Corporate Existence; Good Standing. The Corporation is a non-profit water supply corporation duly incorporated, organized and existing under Art. 1434a.

(b) Power; Authority. The Corporation has full power and authority under the Constitution and laws of the State and its Articles of Incorporation and Bylaws (both as currently in force and effect), to adopt the Bond Resolution, to issue the Series 1989 Bonds, to execute and deliver the Financing Documents and to perform its obligations under the Financing Documents.

(c) Authorization. The Corporation has duly adopted the Bond Resolution. All action required on the part of the Corporation for the authorization of the issuance of the Series 1989 Bonds and the execution and delivery of the Financing Documents to be executed and delivered by it has been duly and effectively taken.

(d) Enforceability. The Financing Documents constitute valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms (except that (i) the enforceability of such Financing Documents may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to the enforcement of creditors' rights, (ii) certain equitable remedies, including specific performance, may be unavailable and (iii) the indemnification provisions contained therein may be limited by applicable securities laws and public policy).

(e) All Approvals. All filings with, or approvals or consents of, governmental authorities required to be made or obtained by the Corporation for (i) the valid adoption of the Resolutions authorizing the issuance of the Series 1989 Bonds, (ii) the valid authorization, execution and delivery by the Corporation of the Financing Documents to which it is a party and (iii) the valid issuance of the Series 1989 Bonds, have been, or prior to the issuance of the Series 1989 Bonds, will be, duly made or obtained.

(f) No Litigation. There is no action, suit, proceeding or investigation at law or in equity before or by any court, either State or federal, or public board or body pending or, to the Corporation's knowledge, threatened, calling into question the creation or existence of the Corporation, the validity of the Financing Documents to be executed and delivered by it, the authority

of the Corporation to execute and deliver the Financing Documents to be executed and delivered by it and to perform its obligations under the Financing Documents, or the title of any person to the office held by that person with the Corporation.

(g) Non-Contravention. The execution and delivery by the Corporation of the Financing Documents to be executed and delivered by it, and the performance of its obligations under the Financing Documents, will not violate any provision of law or regulation, or any judgment, decree, writ, order or injunction, or the Articles of Incorporation or Bylaws (both as currently in force and effect) of the Corporation, and will not contravene the provisions of, or constitute a default under, or result in the creation of a lien, charge or encumbrance under, any agreement (other than the Indenture) to which the Corporation is a party or by which any of its properties constituting a part of the Trust Estate are bound.

(h) No Defaults. No event has occurred, and no condition currently exists, which constitutes or may, with the passage of time or the giving of notice, or both, constitute an Event of Default on the part of the Corporation.

(i) Reliance. All of the documents, instruments and written information authorized by the Governing Body of the Corporation and supplied by or on behalf of the Corporation, which have been reasonably relied upon by Vinson & Elkins in rendering their opinion with respect to the exclusion of the interest on the Bonds from gross income for federal income tax purposes, are true and correct in all material respects and do not omit or fail to state any material fact necessary or required to be stated therein to make the information provided not misleading.

Section 5.02. Covenants of the Corporation. The Corporation covenants and agrees that:

(a) Corporate Existence. The Corporation will faithfully perform all of its obligations under the Financing Documents and will not voluntarily take any action which would adversely affect its corporate existence or its status as a non-profit corporation so long as any of the Series 1989 Bonds remain Outstanding.

(b) Preservation of Tax Exemption. The Corporation will not knowingly take any action, or omit to take any action, including any action or omission required to be foregone or taken to the extent necessary to preserve the excludability from gross income for federal income tax purposes of the interest on the Series 1989 Bonds, which action or omission will adversely affect the excludability from gross income for federal income tax purposes of interest on the Series 1989 Bonds and in the event of such action or omission will promptly, upon receiving knowledge thereof, take all lawful actions, based on advice

of counsel and at the expense of the Corporation, as may rescind or otherwise negate such action or omission. In addition, reference is made to Section 503 of the Indenture wherein the Corporation has made certain covenants relating to the excludability from gross income for federal income tax purposes of the interest of the Series 1989 Bonds.

(c) Maintenance of Financing Documents. To the extent that it is within its power to do so, at the expense of the County, the Corporation will maintain the validity and effectiveness of the Financing Documents, and of the Corporation's pledge and assignment to the Trustee thereunder, and (except as expressly permitted by such Financing Documents) will not take or omit to take any action, the taking or omission of which will release the Corporation from its obligations under such Financing Documents or result in the surrender, termination or modification of, or impair the validity of, such Financing Documents.

(d) Compliance. The Corporation will observe the covenants made by it in the Indenture; it will use its best efforts to cause the District to have and exercise all the rights, powers and benefits stated to be in the District in this Agreement and the Indenture; and so long as no Event of Default exists, it will not join in the modification of the Financing Documents in any manner without the prior written consent of the County, the District and the Trustee.

(e) Public Activities. The Corporation will engage in activities which are essentially public in nature. The Corporation will engage in no activities and will take no action contrary to those activities and purposes permitted under the general non-profit corporation laws of the State of Texas pursuant to which the Corporation was organized. The income of the Corporation will not inure to any private person.

Section 5.03. No Conflict of Interest. The Corporation represents that to the best of its knowledge, no employee, agent or any member of the Board of Directors of the Corporation has any direct or indirect interest of any kind, or any right, agreement or arrangement to acquire such an interest in the Project which would violate or require disclosure or other action under any law or regulation of the United States of America, the State or the Corporation.

(End of Article V)

ARTICLE VI

REPRESENTATIONS, WARRANTIES
AND COVENANTS OF THE DISTRICT AND COUNTY

Section 6.01. Representations and Warranties of the District. The District represents and warrants as follows:

(a) Existence; Power. The District is a political subdivision duly organized under the laws of the State of Texas, including in particular, the District Act. The District has adequate authority to own its properties to provide drainage and flood control services to the County, and to conduct its business as now being conducted. The District has been duly authorized to act in all matters relating to the Project and the Series 1989 Bonds and hereby approves, ratifies and confirms all such actions heretofore and concurrently herewith taken by it or on its behalf.

(b) Accuracy of Information; No Misstatements. All of the documents, instruments and written information furnished by or on behalf of the District through its Governing Body to the Corporation in connection with the issuance of the Series 1989 Bonds are true and correct in all material respects and do not omit or fail to state any material facts necessary or required to be stated therein to make the information provided not misleading.

(c) No Defaults; Noncontravention. No Event of Default or event which, with notice or lapse of time or both, would constitute an Event of Default or a default under any agreement or instrument to which the District is a party or by which the District is or may be bound or to which any of the property or assets of the District is or may be subject, and which would have a material adverse effect on the District has occurred and is continuing; neither the execution nor the delivery by the District of the Financing Documents to which it is a party, nor the consummation of any of the transactions herein and therein contemplated nor the fulfillment of, or compliance with, the terms and provisions hereof or thereof, will contravene the District's powers or will conflict with, in any way which is material to the District, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under, any agreement or other instrument to which the District is a party or by which the District is or may be bound, or any law or any order, rule or regulation applicable to the District of any court, or regulatory body, administrative agency or other governmental body having jurisdiction over the District or its properties or operations.

(d) No Litigation. To the best of the District's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened, wherein an adverse decision, ruling or finding (i)

would materially and adversely affect the ability of the District to fulfill its obligations under this Agreement and which has not been disclosed in writing to the Corporation and the Board, or (ii) would materially and adversely affect the transactions contemplated by, or the validity or enforceability of, this Agreement.

(e) Authority For, Authorization of Transaction. The District has full power and authority to perform its obligations hereunder and engage in the transactions contemplated by this Agreement. This Agreement has been duly authorized, executed and delivered by the District and constitutes the legal, valid and binding obligation of the District, as appropriate, enforceable in accordance with its terms (except that (i) the enforceability of this Agreement may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to the enforcement of creditors' rights, (ii) certain equitable remedies, including specific performance, may be unavailable and (iii) the indemnification provisions contained therein may be limited by applicable securities laws and public policy).

(f) All Approvals. No consents, approvals, authorizations or any other actions by governmental officials or regulatory authority that have not been obtained or taken are or will be required for the execution and delivery of this Agreement, the operation of the Project or the consummation of the other transactions contemplated by this Agreement.

(g) Impact Fees. The Governing Body of the District has validly levied an Impact Fee pursuant to the provisions of the Impact Fee Resolution against New Development in the Service Area and the District is assessing and collecting and will continue to assess and collect such Impact Fee against all New Development of land within the Service Area.

(h) Reliance. All of the documents, instruments and written information supplied by or on behalf of the District, and approved by the Governing Body of the District, which have been reasonably relied upon by Vinson & Elkins in rendering their opinion with respect to the exclusion of the interest on the Series 1989 Bonds from gross income for federal income tax purposes, are true and correct in all material respects and do not omit or fail to state any material fact necessary or required to be stated therein to make the information provided not misleading.

Section 6.02. No Conflict of Interest. The District represents that to the best of its knowledge, no elected or appointed public official, employee, agent or any of their official boards, commissions or committees or any member of the Governing Body has any direct or indirect interest of any kind, or any right, agreement or arrangement to acquire such an interest in the Project, which would violate or require disclosure or other

action under any law, regulation, charter or ordinance of the United States of America, the State or the District.

Section 6.03. Reports to the Board. The District agrees to provide directly to the Board quarterly reports on the levy and collection of Impact Fees in the Service Area. The District's Treasurer shall provide such report unless some other person is so authorized by the Governing Body.

Section 6.04. Representations and Warranties of the County. The County represents and warrants as follows:

(a) Existence; Power. The County is a political subdivision duly organized under the laws of the State of Texas; and the County has been duly authorized to act in all matters relating to the Project and the Series 1989 Bonds and hereby approves, ratifies and confirms all such actions heretofore and concurrently herewith taken by it or on its behalf.

(b) Accuracy of Information; No Misstatements. All of the documents, instruments and written information furnished by or on behalf of the County through its Governing Body, to the Corporation in connection with the issuance of the Series 1989 Bonds are true and correct in all material respects and do not omit or fail to state any material facts necessary or required to be stated therein to make the information provided not misleading.

(c) No Defaults; Noncontravention. No Event of Default or event which, with notice or lapse of time or both, would constitute an Event of Default or a default under any agreement or instrument to which the County is a party or by which the County is or may be bound or to which any of the property or assets of the County is or may be subject, and which would have a material adverse effect on the County has occurred and is continuing; neither the execution nor the delivery by the County of the Financing Documents to which it is a party, nor the consummation of any of the transactions herein and therein contemplated nor the fulfillment of, or compliance with, the terms and provisions hereof or thereof, will contravene the County's powers or will conflict with, in any way which is material to the County, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under, any bond, note, indenture, agreement or other instrument to which the County is a party or by which the County is or may be bound, or any law or any order, rule or regulation applicable to the County of any court, or regulatory body, administrative agency or other governmental body having jurisdiction over the County or its properties or operations.

(d) No Litigation. To the best of the County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending

or threatened, wherein an adverse decision, ruling or finding (i) would materially and adversely affect the ability of the County to fulfill its obligations under this Agreement and which has not been disclosed in writing to the Corporation and the Board, or (ii) would materially and adversely affect the transactions contemplated by, or the validity or enforceability of, this Agreement.

(e) Authority For, Authorization of Transaction. The County has full power and authority to perform its obligations hereunder and engage in the transactions contemplated by this Agreement. This Agreement has been duly authorized, executed and delivered by the County and constitutes the legal, valid and binding obligation of the County, as appropriate, enforceable in accordance with its terms (except that (i) the enforceability of this Agreement may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to the enforcement of creditors' rights, (ii) certain equitable remedies, including specific performance, may be unavailable and (iii) the covenant to defend provisions contained therein may be limited by applicable securities laws and public policy).

(f) All Approvals. No consents, approvals, authorizations or any other actions by governmental officials or regulatory authority that have not been obtained or taken are or will be required for the execution and delivery of this Agreement, the ownership and operation of the Project or the consummation of the other transactions contemplated by this Agreement.

(g) Reliance. All of the documents, instruments and written information supplied by or on behalf of the County and approved by the Governing Body of the County, which have been reasonably relied upon by Vinson & Elkins in rendering their opinion with respect to the exclusion of the interest on the Series 1989 Bonds from gross income for federal income tax purposes, are true and correct in all material respects and do not omit or fail to state any material fact necessary or required to be stated therein to make the information provided not misleading.

Section 6.05. No Conflict of Interest. The County represents that to the best of its knowledge, no elected or appointed public official, employee, agent or any of their official boards, commissions or committees or any member of the Governing Body has any direct or indirect interest of any kind, or any right, agreement or arrangement to acquire such an interest in the Project, which would violate or require disclosure or other action under any law, regulation, charter or ordinance of the United States of America, the State or the County.

Section 6.06. Filing and Recording. The County covenants that (i) upon the execution and delivery of the Financing Documents and thereafter, from time to time, it will cause any Financing Document and financing

statement required to be filed thereunder and each amendment and supplement thereto (or a memorandum with respect thereto or to such amendment or supplement) to be filed, registered and recorded and to be refiled, reregistered and rerecorded in such manner and in such places as may be required in order to publish notice of and fully to protect the liens created or authorized thereby, or to perfect or continue the perfection of the security interests, created thereby and (ii) it shall perform or cause to be performed from time to time any other act as required by law, and it will execute or cause to be executed any and all instruments of further assurance that may be necessary for such publication, perfection, continuation and protection.

Section 6.07. Covenant to Defend. The County shall prosecute or defend any acts or proceedings arising out of the acquisition, construction or the installation of the Project and the Corporation agrees to cooperate fully with the County in any such action or proceeding. Any amounts recovered in connection with the foregoing, after deduction of the expenses incurred in such recovery, shall (except to the extent such recovery relates to personal injury or death, or contribution for personal injury or death, or property other than the Project), if received prior to the Completion Date of the Project, be paid to the County Treasurer for deposit in the Construction Fund and, if recovered after the Completion Date of the Project, be paid to the Trustee for deposit into the Revenue Fund.

(End of Article VI)

ARTICLE VII

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 7.01. General Tax Covenant. The County and the Corporation intend that the interest on the Series 1989 Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and applicable Regulations. The County and the Corporation covenant and agree not to take any action, or knowingly omit to take any action within their control, that if taken or omitted, respectively, would cause the interest on the Series 1989 Bonds to be includable in gross income, as defined in section 61 of the Code, of the Owners thereof for purposes of federal income taxation. In particular, the County and the Corporation covenant and agree to comply with each requirement of this Article VII; provided, however, that the County and the Corporation shall not be required to comply with any particular requirement of this Article VII if the County and the Corporation have received an Opinion of Counsel from nationally recognized bond counsel that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 1989 Bonds or if the County and the Corporation have received an Opinion of Counsel to the effect that compliance with some other requirement set forth in this Article VII will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article VII.

Section 7.02. Use of Proceeds. The County and the Corporation covenant and agree that use of the Net Proceeds of the Series 1989 Bonds will at all times satisfy the following requirements:

(a) The County and the Corporation will limit the amount of original or investment proceeds of the Series 1989 Bonds to be used (other than use as a member of the general public) in the trade or business of any person other than a governmental unit to an amount aggregating no more than ten percent of the Net Proceeds of the Series 1989 Bonds ("private-use proceeds"). For purposes of this Section, the term "person" includes any individual, corporation, partnership, unincorporated association, or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to persons other than natural persons, any activity other than an activity carried on by a governmental unit. Any use of proceeds of the Series 1989 Bonds in any manner contrary to the guidelines set forth in Revenue Procedures 82-14, 1982-1 C.B. 459, and 82-15, 1982-1 C.B. 460, including any revisions or amendments thereto, shall constitute the use of such proceeds in the trade or business of one who is not a governmental unit.

(b) The County and the Corporation will not permit more than five percent of the Net Proceeds of the Series 1989 Bonds to be used in the trade or business of any person other than a governmental unit if such use is unrelated to the governmental purposes of the Series 1989 Bonds. Further, the amount of private-use proceeds of the Series 1989 Bonds in excess of five percent of the Net Proceeds of the Series 1989 Bonds ("excess private-use proceeds") will not exceed the proceeds of the Series 1989 Bonds to which such excess private-use proceeds relate.

(c) The County and the Corporation will not permit an amount of proceeds of the Series 1989 Bonds exceeding the lesser of (i) $5,000,000 or (ii) five percent of the Net Proceeds of the Series 1989 Bonds to be used, directly or indirectly, to finance loans to persons other than governmental units.

(d) The County and the Corporation will expend all of the Net Proceeds except for an amount not to exceed $5,000 (that is included in the amount of the Series 1989 Bonds solely for the purposes of rounding the dollar amount of the issue) to provide tangible real or tangible personal property. For purposes of this paragraph, proceeds are considered to provide tangible property only if the proceeds are used to finance costs that a taxpayer must charge to the property's capital account, may elect to charge to the property's capital account instead of deducting, or may elect to deduct instead of charging to the property's capital account. Amounts used to provide the County and the Corporation with working capital are not used to provide tangible property.

Section 7.03. No Federal Guaranty. The County and the Corporation covenant and agree not to take any action, or knowingly omit to take any action within their control, that, if taken or omitted, respectively, would cause the Series 1989 Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and applicable Regulations, except as permitted by section 149(b)(3) of the Code and such Regulations.

Section 7.04. No-Arbitrage Covenant.

(a) The County and the Corporation shall certify, through Authorized Officers, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 1989 Bonds are delivered, the County and the Corporation reasonably expect that the proceeds of the Series 1989 Bonds will not be used in a manner that would cause the Series 1989 Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable Regulations. Moreover, the County and the Corporation covenant and agree that it will make such use of the proceeds of the Series 1989 Bonds including interest or other investment income derived from Series 1989 Bond proceeds, regulate investments or proceeds of the Series 1989 Bonds, and take such other and further action as may be required so that the Series 1989 Bonds will not be

"arbitrage bonds" within the meaning of section 148(a) of the Code and applicable Regulations.

(b) The County and the Corporation agree to provide to the Trustee, at such times as requested by the Trustee, all information required by the Trustee with respect to Nonpurpose Investments not held in any Fund under the Indenture.

Section 7.05. Arbitrage Rebate.

(a) The County and the Corporation will take all necessary steps to comply with the requirement that certain amounts earned on the investment of the "Gross Proceeds" of the Series 1989 Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the County and the Corporation will (i) maintain records regarding the investment of the Gross Proceeds of the Series 1989 Bonds as may be required to calculate the amount earned on the investment of the Gross Proceeds of the Series 1989 Bonds separately from records of amounts on deposit in the funds and accounts allocable to other bond issues or moneys which do not represent Gross Proceeds of any bonds, (ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the Gross Proceeds of the Series 1989 Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Series 1989 Bonds, all amounts required to be rebated to the federal government. Further, the County and the Corporation will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any Person other than the federal government by entering into any investment arrangement with respect to the Gross Proceeds of the Series 1989 Bonds that might result in a "prohibited payment" within the meaning of Section 1.103-15AT of the Regulations.

(b) To the extent the County and the Corporation are unable to make the calculations required, the County agrees to pay all of the fees and expenses of a nationally-recognized bond counsel, a certified public accountant and any other necessary consultant employed by the Trustee or the County in connection with any of the requirements imposed by Section 7.05(a) of this Agreement and Section 406 of the Indenture. It shall be the responsibility of the County to see that all required information and moneys are provided to the Trustee to enable the Trustee to satisfy the obligations imposed on the Trustee by the Indenture with respect to the Rebate Amount and investment of amounts held under the Indenture.

(c) The County shall immediately direct the Trustee as required by Section 507(a) of the Indenture with respect to the Rebate Amount, and to the extent that moneys not on deposit in any Fund are to be used to make the deposit to the Rebate Fund, the County shall immediately remit such moneys to the Trustee.

Section 7.06. Control of Corporation.

(a) The County shall take all action and shall not omit to take any action necessary to ensure that none of the income of the Corporation inures to the benefit of any private person. Furthermore, the Governing Body of the County shall not cause or permit the amendment of the Articles of Incorporation of the Corporation in any manner that would allow any income of the Corporation to inure to any private person.

(b) The Governing Body of the County shall at all times that any of the Series 1989 Bonds are Outstanding, (i) appoint or approve the appointment of at least 80 percent of the members of the Governing Body of the Corporation, and (ii) retain the power to remove, for cause, either directly or through judicial proceedings any member of the Governing Body of the Corporation and appoint a successor.

Section 7.07. Information Reporting. The County covenants and agrees to cause the Corporation to file with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and applicable Regulations.

Section 7.08. Representations Regarding the Project. The best estimates of the County and the Corporation are as follows:

(a) The fair market value of the Project on the latest Stated Maturity date of the Series 1989 Bonds is equal to at least twenty percent of the original cost of the Project. For this purpose, the estimated fair market value of the Project shall be determined without including in the value any addition to the Project or any increase or decrease for inflation or deflation during the term of the Series 1989 Bonds; and

(b) The remaining useful life of the Project on the latest Stated Maturity date of the Bonds is the longer of one year or twenty percent of the originally estimated useful life of the Project.

(End of Article VII)

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default and Remedies. Whenever any Event of Default (as defined in the Indenture) shall have occurred and be continuing, the Trustee, or the Corporation with the prior written consent of the Trustee, or, to the extent permitted by the Indenture, any Bondholder, may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County or the District under this Agreement, and such payment and performance may be enforced by mandamus to the extent permitted under the laws of the State, and to apply installments of the Purchase Price in accordance with this Agreement and the Indenture. Any amounts collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the Indenture.

The Corporation may, without the consent of, but with prior written notice to the Trustee, take such actions as it deems appropriate to enforce the observance and performance of the County's and the District's covenants, conditions and agreements contained in Sections 4.01, 4.04, 4.09, 7.01 and 8.03 of this Agreement.

The County and the District may, without the consent of, but with prior written notice to the Trustee, take such actions as it deems appropriate to enforce the observance and performance of the Corporation's obligations, covenants and agreements contained in Sections 2.01, 2.02 2.03, 2.04, 2.05, 2.08, 2.09, 2.11, 2.12, 2.13, 3.01, 3.02 and 4.02 of this Agreement.

A waiver by the Trustee of any Event of Default, when permitted by the Indenture, shall also constitute a waiver of its consequences hereunder.

Section 8.02. No Remedy Exclusive. No remedy conferred upon or reserved to the Corporation, County, District or the Trustee by this Agreement is intended to be exclusive of any other available remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing hereunder shall impair any such right or power or shall be construed to be a waiver thereof, nor shall any single or partial exercise of any other right, power or privilege, but every such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notices as may be herein expressly required.

Section 8.03. Agreement to Pay Attorneys' Fees and Expenses. If the Corporation or its officers or the Trustee should employ attorneys or incur other expenses in taking any action in respect of their rights under this Agreement or to defend any Claim asserted against them by any Person, the County agrees that it will, upon 15 days written demand therefor, reimburse the Corporation or its officers or the Trustee for the reasonable and necessary fees of such attorneys and such other expenses so incurred. As an alternative to paying the Corporation or its officers' legal fees, the County may supply legal representation to the Corporation or its officers.

(End of Article VIII)

ARTICLE IX

GENERAL

Section 9.01. Third Party Beneficiaries. This Agreement is entered into in part to induce the purchase of the Series 1989 Bonds, and accordingly, so long as any Series 1989 Bonds are Outstanding, all respective covenants and agreements of the parties herein contained are hereby declared to be for the benefit of any and all Bondholders and may be enforced by or on behalf of the Bondholders by the Trustee or the Bondholders in accordance with the provisions of the Indenture. This Agreement shall not be deemed to create any right of subrogation or otherwise in any person who is not a party hereto (other than the permitted successors and assigns of a party) and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors or assigns of a party hereto), except in each case the Bondholders and the Trustee.

Section 9.02. Counterparts and Amendments. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

Section 9.03. Amendments. This Agreement may be modified or amended only as provided in the Indenture. The parties agree that they will amend this Agreement to increase the payments to be made by the County and the District hereunder if for any reason such payments, if made, are not sufficient to pay the Debt Service on the Series 1989 Bonds as the same becomes due.

Section 9.04. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 9.05. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 9.06. Corporate Obligation. It is acknowledged by all parties hereto that this Agreement is solely a corporate obligation of the Corporation, the County and the District which under no circumstances can result in liability to the officers, directors, members of the Governing Body of the Corporation, the County or District.

Section 9.07. Term of Agreement. This Agreement shall remain in full force and effect from the date of execution and delivery hereof until the Indenture has been discharged in accordance with the provisions thereof; provided, however, that the provisions of Section 8.03 of this Agreement shall survive any expiration or termination of this Agreement.

Section 9.08. Assignment by the County or District. The County or District may not transfer or assign this Agreement or transfer or assign any of or all of its rights or delegate any or all of its duties hereunder, except with the consent of all of the Bondholders and the Corporation.

Section 9.09. Assignment to Trustee. The Corporation may assign its rights under and interest in this Agreement and may pledge and assign any payments, receipts and revenues receivable under or pursuant to this Agreement, any moneys receivable by the Corporation due to the sale of assets which are part of the Project and any income earned by the investment of funds held under the Indenture for Project Costs or Costs of Issuance and otherwise, as provided herein and in the Indenture, to the Trustee pursuant to the Indenture as security for payment of Debt Service on the Series 1989 Bonds, but each such assignment or pledge shall be subject to this Agreement. No other assignment by the Corporation is permitted without the consent of the Owners all of the Outstanding Bonds.

Section 9.10. Addresses and Notices. Any notice, communication or request (collectively, "notice") herein provided or permitted to be given, made or accepted by any party to the other must be in writing and may be given by depositing the same in the United States Mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an Authorized Representative of such party. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as shown below; provided, however, that the parties shall have the right to change their addresses and each shall have the right to specify as its address any other address in Texas upon ten (10) days' written notice to the other parties.

If to the County:

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

With a copy to:

Fort Bend County, Texas
400 South Sixth
Richmond, Texas 77469
Attention: Civil Division, Criminal
District Attorney's Office

If to the District:

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

With a copy to:

Fort Bend County Drainage District
3417 Avenue F
Rosenberg, Texas 77471
Attention: Manager

If to the Corporation:

Fort Bend Flood Control Water Supply Corporation
2800 First City Tower
1001 Fannin Street
Houston, Texas 77002-6760
Attn: President
With copy to: Joe B. Allen

Section 9.11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and all prior written or oral agreements are merged herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

By _____
President, Board of Directors

ATTEST:

_____
Secretary/Treasurer

FORT BEND COUNTY DRAINAGE DISTRICT

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

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY, TEXAS

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

ATTEST:

Dianne Wilson
Diane Wilson, County Clerk

A:\FBFCWSC.PHH\INSTAL.AGT
04/09/89

4-3-89

EXHIBIT "A"
PLANS AND SPECIFICATIONS

JOB NO. H-414-0000-44

Portion of Project	Dated	Status of TWDB Approval Process
A. MIDDLE OYSTER CREEK		
1. Dulles-Frost Tract	8-19-88	Approved
2. Frost Tract-FM 1092	8-19-88	Approved
3. FM 1092-Hampton Road		Final Approval Pending
4. Hampton Road-S.H. #6		Final Approval Pending
B. FLAT BANK/STEEP BANK CREEK		
1. S.H. #6-Sta. 135+86.16	2-22-89	Approved
2. Sta. 135+86.16-Brazos River	2-22-89	Approved
C. STAFFORD RUN		
1. Brand Lane-Detention Facilities		In Design Phase
2. Detention Facilities		In Design Phase
3. 5th Street and Willow Drive Bridges		In Design Phase

4-3-89

EXHIBIT "B"
DESCRIPTION OF PROJECT

The proposed flood control improvements include the deepening and widening of main channels, the improvements to major roadway crossings, the adjustment of existing utilities, and acquisition of ultimate right-of-way. On-line detention facilities will be constructed in the Stafford Run watershed. The watersheds experience significant overbank flooding problems for existing development conditions. Major improvements are required to provide capacity for new development.

Stafford Run Proposed Improvements

The estimated cost to serve ultimate development of the Stafford Run watershed is $8.6 million. The proposed construction, which costs approximately $5,627,000, will alleviate existing flooding concerns and allow for the development of 565 additional acres.

Proposed improvements which are illustrated in Exhibit 3, include channel excavation and improvements from Brand Lane downstream to the proposed detention facility, partial construction of the detention facilities, the acquisition of ultimate right-of-way needs, and construction at the Fifth Street bridge and Willow Drive bridge crossing, and all required pipeline adjustments.

Proposed construction along Stafford Run includes approximately 214,000 cubic yards of excavation in on-line detention ponds (that will be formed from existing sand pits) and 205,000 CY of channel excavation from the detention ponds upstream to Brand Lane. A bridge will be constructed to replace existing culverts at the 5th Street Crossing and the Willow Drive bridge will be expanded. Concrete slope paving will be used downstream of the new 5th Street bridge and through the channel reach from the BRA canal upstream through Dove Country. The detention ponds will be constructed of adequate size to receive the storm flows from Meadow Creek, Section 5. The City of Missouri City will bear the costs of conveying the water to the detention ponds. Pipelines will be adjusted where needed and erosion control measures will be included. Right-of-way will be acquired for ultimate improvements. Detention pond sites will be acquired from City of Missouri City and other property owners. The cost of the proposed improvements is estimated to be $5,627,000 including engineering and contingencies. Specific improvements are:

1. Downstream of detention facilities - 6' bottom width, 3:1 side slopes earthen channel (approximately 1300 linear feet).
2. Channel within detention area - 20' bottom width, 3:1 side slopes.
3. Channel from the detention area upstream to 5th Street - 40' bottom width, 3:1 side slopes.
4. New 5th Street bridge and downstream slope paving.
5. Channel from 5th Street upstream to BRA canal - 35' bottom width, 3:1 side slopes.
6. Channel from BRA canal upstream through Dove Country - 33' bottom width, 2:1 side slopes, concrete lined.
7. Channel from Dove Country upstream to FM 1092 - 30' bottom width, 3:1 side slopes.
8. Channel from FM 1092 upstream to Avenue E - 23' bottom width, 2:1 side slopes, concrete lined.

9. Channel from Avenue E upstream to Regal Ranch - 45' bottom width, 3:1 side slopes (previous improvements not included in this program).

10. Channel from Regal Ranch upstream to Brand Lane - 20' bottom width, 3:1 side slopes.

The future 2nd phase (not included in this project scope) would include minor excavation and concrete slope paving in the areas from the detention ponds upstream to Brand Lane and clearing and lowering the flow line for the ditch from the detention facilities downstream to the Oyster Creek confluence.

Proposed Middle Oyster Creek Improvements

The proposed construction includes channel excavation and improvements, slope stability in required areas, and pipeline relocations. The proposed channel excavation between Dulles Avenue and FM 1092 will have a 55' bottom width, a slope of 0.04% and 4:1 maximum side slopes. The channel extending through Quail Valley subdivision south to several thousand feet south of the Stafford Run confluence will have a 35' bottom width, a 0.03% slope, and 4:1 maximum side slopes. The proposed channel extending south to the Flat Bank Creek confluence will reduce to 45' bottom width, .03% slope, and 4:1 maximum side slopes. Required right-of-way is approximately 300' from Dulles Avenue to FM 1092. Right-of-way through Quail Valley from FM 1092 to the confluence with Stafford Run will be acquired only where there is no existing right-of-way. A right-of-way width of approximately 300' from south of Quail Valley to the Flat Bank Creek confluence will be required.

Construction in the Middle Oyster Creek watershed consists of approximately 1,264,000 CY of excavation, drainage appurtenances, erosion control measures, right-of-way acquisition and pipeline crossings. The estimated cost of the proposed improvements to Middle Oyster Creek including engineering and contingencies are $9,352,000.

Proposed Flat Bank Creek/Steep Bank Creek Improvements

The proposed improvements call for increasing the capacity of Flat Bank Creek from State Highway #6 downstream to the north property line of the Burdine Anderson tract where flows will be directed westward and south to Steep Bank Creek via a new channel. These improvements are illustrated in Exhibit 6. Steep Bank Creek will be improved downstream to the Brazos River. The proposed channel will have bottom width ranging from 30'-50' and 3:1 side slopes. The project will include approximately 2,100,000 CY of excavation, a drop structure in Steep Bank Creek and necessary ultimate right-of-way acquisition. The estimated cost of the improvements are $6,988,000.

It is planned that the Texas Department of Highways and Public Transportation (the "Highway Department") will construct a new bridge at State Highway 6. The Highway Department is planning to hold public meetings this year to review the proposed schematic plan for Highway 6 from US 59 to Alvin. Costs are included in the Project to replace, improve or adjust five existing wooden bridges and two pipeline crossings south of Highway 6.

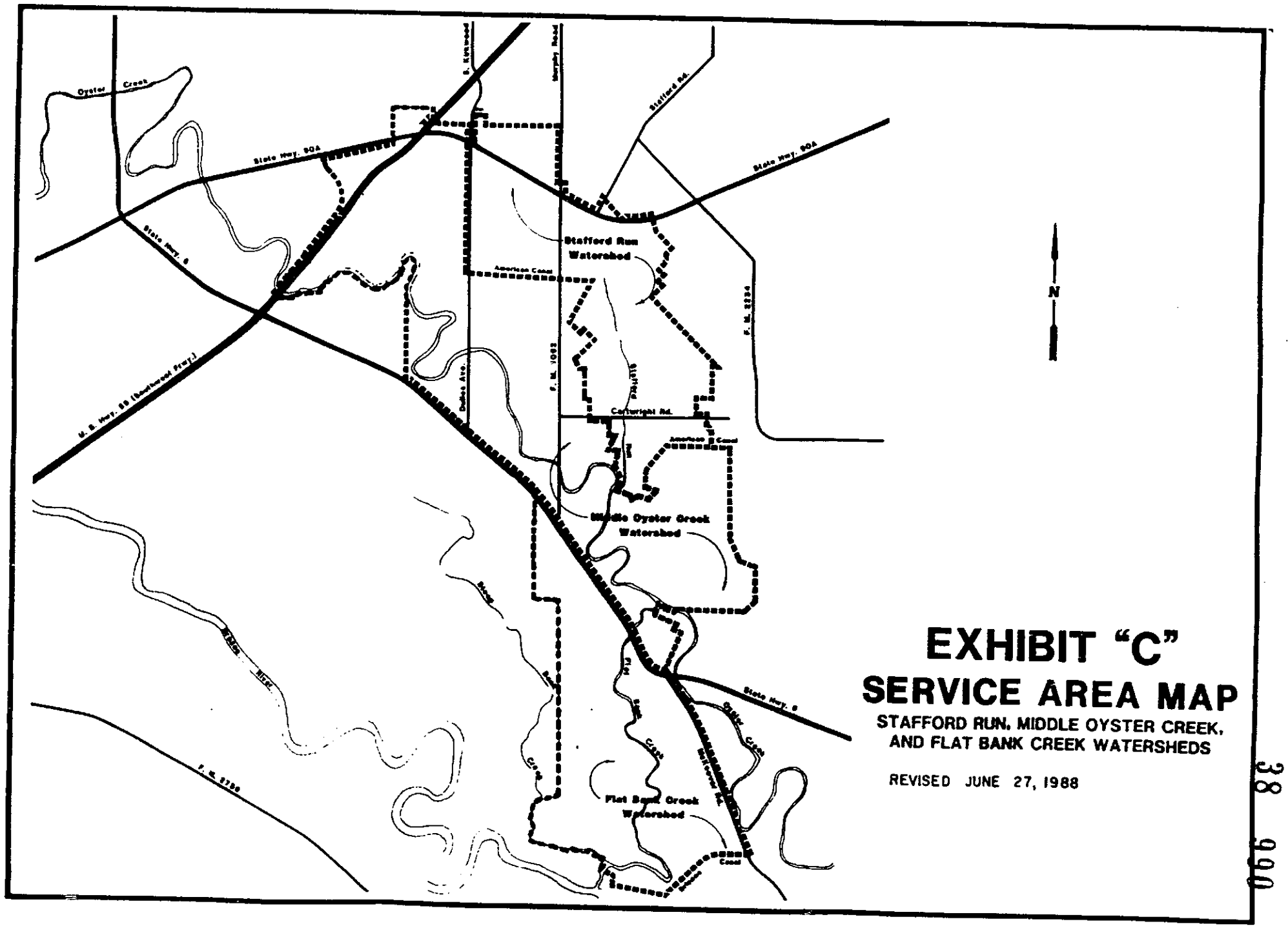


EXHIBIT "C"

SERVICE AREA MAP

STAFFORD RUN, MIDDLE OYSTER CREEK, AND FLAT BANK CREEK WATERSHEDS

REVISED JUNE 27, 1988

38 990

COUNTY OF FORT BEND

Drainage District

Daniel E. Gerken, P.E.
Manager / Engineer

Engineering / Administration
P. O. Box 1028 / 3417 Avenue F
Rosenberg, Texas 77471
342-2863

Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

MONTHLY REPORT

MARCH, 1989

The removal of vegetation from channels during March, 1989 was accomplished by shredding operations. Work was done on fourteen (14) channels that included Buffalo Creek I-B-3, Cow Creek II-A, and Willow Fork of Buffalo Bayou V-A.

The District's bridge crew replaced fences that were removed during construction on Dry Creek II-B-2 and Cow Creek II-A. They also built a new one hundred twenty (120) feet long bridge across Rabbs Bayou on the Zock tract, which was made necessary by the current excavation project on the channel.

Work continued on the Big Creek Bypass. The Northwest 9570 and Rapier NCK-305 draglines dug approximately twenty-three thousand (23,000) cubic yards of spoil material.

The Link Belt LS-2800 trackhoe continued to work on the installation of drop inlet pipes on Cow Creek II-A.

The Rabbs Bayou II-D project also continued during March. The Link Belt LS-98 dragline dug twenty-three thousand (23,000) cubic yards of dirt.

The Link Belt LS-128 and Koehring 305 draglines dug eleven thousand (11,000) cubic yards of dirt on Willow Waterhole VIII-C-1. The Fiat Allis FD-20 and FD-30 bulldozers worked on spreading the dirt.

On March 16 the District began a project through interlocal agreements for the City of Rosenberg. The project consists of renovating a two thousand one hundred (2,100) feet stretch of channel that begins at the Brazos River. The channel is overgrown with trees and has been used as a dumping area for many years and has been eroding steadily throughout the last few years. The District will be placing fill dirt in part of the channel to raise the flowline and to re-establish the side slopes. Downstream of the fill dirt a rip-rap structure will be built to prevent future erosion. Rip-rap will then be placed downstream of the structure to the Brazos River. In addition the District will also replace a culvert crossing at Seventh Street with a new tank car structure. All fill dirt and rip-rap is being furnished by the city as a byproduct of the State Department of Highways and Public Transportation Highway #36 project.

The following charts show each project and which equipment was used during March, 1989.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

AS PER ORIGINAL

1. BIG CREEK II-B

E133-NORTHWEST 41AIR DRAGLINE	3/7
E519-LINKBELT LS2800 TRACKHOE	3/30
E532-DRESSER TD25G DOZER	3/17
E538-EL240HYDR. EXCAVATOR	3/28-3/29

2. BIG CREEK II-B-6

E133-NORTHWEST 41AIR DRAGLINE	3/1

3. BIG CREEK BYPASS II-B ALT

E135-NORTHWEST 9570 DRAGLINE	3/1. 3/6-3/7, 3/9-3/10, 3/15-3/15, 3/17, 3/20-3/22, 3/31
E225-FIATALLIS FG85MOTORGRADER	3/1, 3/8
E247-RAPIER NCK305 DRAGLINE	3/1, 3/6-3/10, 3/13, 3/15-3/17, 3/20-3/23, 3/27-3/28
E526-DRESSER TD25G DOZER	3/1, 3/6-3/9, 3/13-3/16
E532-DRESSER TD25G DOZER	3/1, 3/3, 3/6-3/10, 3/13-3/16, 3/22-3/22, 3/27-3/31

4. CITY OF ROSENBERG ROSENBERG

E222-FIAT ALLIS FD20 DOZER	3/16-3/17, 3/27-3/30
E226-CATERPILLAR D6D DOZER	3/16-3/17, 3/20-3/23, 3/27-3/31
E538-EL240HYDR. EXCAVATOR	3/20

5. COW CREEK II-A

E226-CATERPILLAR D6D DOZER	3/1, 3/6-3/8, 3/10
E519-LINKBELT LS2800 TRACKHOE	3/1, 3/3, 3/6-3/10, 3/20-3/23, 3/27-3/31
E538-EL240HYDR. EXCAVATOR	3/21-3/23, 3/27

6. DEER CREEK II-B-5

E538-EL240HYDR. EXCAVATOR	3/10, 3/13-3/14

7. EAST BERNARD DITCH I-6

E538-EL240HYDR. EXCAVATOR	3/6-3/7

8. FAIRCHILDS CREEK II-B-10-b

E538-EL240HYDR. EXCAVATOR	3/1, 3/3

9. MISSOURI CITY MISSOURI

E538-EL240HYDR. EXCAVATOR	3/15

10. OYSTER CREEK II-K-3

E226-CATERPILLAR D6D DOZER	3/9

11. RABBS BAYOU II-D

E133-NORTHWEST 41AIR DRAGLINE	3/6-3/10, 3/13-3/17, 3/20-3/23, 3/27-3/31
E134-LINKBELT LS98A DRAGLINE	3/1, 3/3, 3/6-3/10, 3/13-3/17, 3/20-3/23, 3/27-3/31
E137-FIAT ALLIS 16B DOZER	3/1, 3/14-3/17, 3/20-3/21, 3/28-3/31
E222-FIAT ALLIS FD20 DOZER	3/1, 3/3, 3/6-3/10, 3/13-3/14
E226-CATERPILLAR D6D DOZER	3/13-3/16
E526-DRESSER TD25G DOZER	3/17, 3/20-3/23, 3/27-3/31
E538-EL240HYDR. EXCAVATOR	3/7-3/10, 3/14, 3/16, 3/29-3/31

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

AS PER ORIGINAL

12. SNAKE CREEK I-C

E538-EL240HYDR. EXCAVATOR	3/20

13. SNAKE CREEK I-C-2

E538-EL240HYDR. EXCAVATOR	3/16-3/17

14. WILLOW FORK OF BUFFALO BAYOU V-A

E133-NORTHWEST 41AIR DRAGLINE	3/6

15. WILLOW WATERHOLE VIII-C-1

E193-LINKBELT LS128 DRAGLINE	3/1, 3/3, 3/6-3/10, 3/13, 3/15-3/16, 3/20, 3/22, 3/28-3/31
E222-FIAT ALLIS FD20 DOZER	3/10, 3/21
E224-FIAT ALLIS FD20 DOZER	3/1, 3/3, 3/6-3/8, 3/10, 3/13-3/17, 3/20-3/22, 3/27-3/31
E227-FIAT ALLIS FD30 DOZER	3/1, 3/7-3/9, 3/14-3/17, 3/20
K305-KOEHRING K305 DRAGLINE	3/6-3/7, 3/27-3/31

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

38 994

AS PER ORIGINAL

1. BIG CREEK II-B
   E515-HESSTON 7066 TRACTOR 3/17

2. BRAZOS RIVER LATERAL II-H
   E146-INTL. 784 TRACTOR 3/7, 3/9-3/10, 3/13-3/16
   E513-HESSTON 7066 TRACTOR 3/7, 3/9-3/10, 3/13-3/14, 3/16

3. BUFFALO CREEK I-B-3
   E110-JOHNDEERE 350C SLOPEMOWER 3/10
   E123-JOHNDEERE 350C SLOPEMOWER 3/1, 3/15-3/17
   E130-INTL. 784 SLOPEMOWER 3/1
   E155-CASE 1390 TRACTOR 3/1, 3/3, 3/6-3/8, 3/16-3/17, 3/27-3/28
   E514-HESSTON 7066 TRACTOR 3/1, 3/3
   E531-CASE 450 3/1, 3/27

4. BUFFALO CREEK I-B-3-d
   E123-JOHNDEERE 350C SLOPEMOWER 3/15
   E130-INTL. 784 SLOPEMOWER 3/10
   E155-CASE 1390 TRACTOR 3/9-3/10, 3/13-3/15
   E514-HESSTON 7066 TRACTOR 3/6-3/9

5. COW CREEK II-A
   E107-JOHNDEERE 350C SLOPEMOWER 3/8-3/10, 3/13, 3/16-3/17, 3/21-3/21, 3/27
   E127-JOHNDEERE 350C SLOPEMOWER 3/8-3/10, 3/13-3/17, 3/20-3/21, 3/27

6. DRY CREEK II-B-2
   E230-HESSTON 7066 TRACTOR 3/3, 3/7-3/10, 3/13, 3/16-3/17, 3/21, 3/28
   E515-HESSTON 7066 TRACTOR 3/3, 3/8-3/10, 3/13-3/16, 3/21-3/21

7. LONGPOINT SLOUGH V-B-1
   E146-INTL. 784 TRACTOR 3/6
   E513-HESSTON 7066 TRACTOR 3/6

8. MIDDLE BAYOU II-D-1
   E230-HESSTON 7066 TRACTOR 3/31

9. RABBS BAYOU II-D
   E515-HESSTON 7066 TRACTOR 3/27, 3/30-3/31

10. RABBS BAYOU II-D-2
    E230-HESSTON 7066 TRACTOR 3/30

11. SIMS BAYOU (CANGELOSI DITCH) VIII
    E119-JOHNDEERE 350C SLOPEMOWER 3/1, 3/3, 3/6
    E122-JOHNDEERE 350C SLOPEMOWER 3/1, 3/3, 3/6

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

12. WILLOW FORK LAT. V-A-4

E128-INTL. 784 SLOPEMOWER	3/6-3/10, 3/13-3/14
E243-FORD 6610 SLOPEMOWER	3/10-3/10, 3/13
E524-HESSTON 7066 SLOPEMOWER	3/6-3/10, 3/13

13. WILLOW FORK OF BUFFALO BAYOU V-A

E113-JOHNDEERE 350C SLOPEMOWER	3/1, 3/3, 3/6-3/8, 3/10, 3/13-3/14, 3/17
E115-JOHNDEERE 350C SLOPEMOWER	3/3, 3/6-3/7, 3/10, 3/13-3/14, 3/16-3/17
E128-INTL. 784 SLOPEMOWER	3/3, 3/15
E146-INTL. 784 TRACTOR	3/1
E243-FORD 6610 SLOPEMOWER	3/14-3/17
E524-HESSTON 7066 SLOPEMOWER	3/14-3/17
E531-CASE 450	3/1

14. WILLOW FORK OF BUFFALO BAYOU V-A-2

E115-JOHNDEERE 350C SLOPEMOWER	3/1
E243-FORD 6610 SLOPEMOWER	3/1, 3/3
E524-HESSTON 7066 SLOPEMOWER	3/1, 3/3

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

AS PER ORIGINAL

1. COW CREEK II-A
   HANDSPRAYING 3/9

2. MISC. OPER. UPKEEP
   88FORDF350(1FDKF38G1JNA97820) 3/30

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MAY 12, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg.823

ENDING WITH
FILM CODE NO. 89vol.38pg.996

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF MAY, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 999.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, APRIL 17, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of April 10, 1989.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Sheriff Gus George, re: request approval of reserve deputy Mario Rene Lozano.

6. Consider request(s) for waiving tax penalties & interest.

7. Consider approving application to Texas Dept. of Community Affairs for Texas Emergency Shelter Grant.

8. Advertise for bids for shelving for Law Library (funds available).

9. Consider approving resolution in opposition to Sec. 89 of Tax Reform Act of 1986.

10. Consider executing agreement for janitorial services, Pct. 2 Constable.

11. Marsha Gaines, Tax Assessor/Collector, re: approve over $500 refund.

12. Consider accepting streets in San Miguel, Sec. 4, into County road maintenance system in Pct. 3.

13. Consider setting public hearing for traffic control device on Rembrough St. @ Canfield St., Hickory Creek Subd., Pct. 3.

14. Consider transfer of vehicle from Pct. 3 to Vehicle Maintenance Dept.

15. Consider supplement to interlocal agreement between Fort Bend County and City of Meadows, Pct. 3.

16. Consider approval of pay application #20 in the amount of $71,783 to Lebco Constructors and $1,004.96 to Chris DiStefano for Travis Annex.

17. Consider approving plat for Stephenson Acres, Pct. 2.

18. Consider application from Willow Fork Assn. to install an irrigation system in center of esplanades on Fry & Westheimer Pkwy., Pct. 3.

19. Consider application from Entex to install a service line along & under First St., Pct. 1.

20. Consider application from John R. Thompson Operating to install pipeline along & under Buls Rd., Pct. 4.

21. Consider releasing maintenance bond to La Petite Academy for work on Austin Pkwy., Pct. 4.

22. Consider taking action on expiring letters of credit for Grand Mission, Sec. 1 & 2, Pct. 3.

23. Consider approving plat for Clayton Bend, Sec. 2, Pct. 4.

~~23~~ 24 10:00 a.m. - Hold public hearing on replat of Sweetwater, Sec. 12 & 12A in First Colony, Pct. 4, and consider taking action.

~~24~~ 25 10:15 a.m. - Hold public hearing on replats of Greatwood Village & Greatwood Trails, Pct. 1, and consider taking action.

~~25~~ 26 Consider accepting/rejecting bids for the following: (1) Rental of copy machines (#89-044); (2) Contract for groundskeeping services (#89-045).

38 1000

26/27 Consider extending diesel contract (#89-10) with Sugar Land Bulk Oil.

~~27~~ 28 Meet in Closed Session to discuss litigation (delinquent tax); land matters (drainage project); and personnel as authorized by Art. 6252-17, Sec. 2(e,f,g), V.T.C.S., and consider taking action.

~~28~~ 29 1:30 p.m. - Open and consider bids for the purchase of 3 or more new Type 1 ambulances with or without trade-in for E.M.S. (#89-046).

~~29~~ 30 Approve bills.

~~30~~ 31 Adjournment.

FILED FOR RECORD
TIME 2:55 ~~A.M.~~ P.M.

APR 13 1989

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, April 13, 1989 at 3:00 p.m. by Norma Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 17TH day of APRIL, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF APRIL 10, 1989:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve meeting of April 10, 1989 with correction to #13 pg. 3.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve line item transfers in budget for COUNTY ENGINEER and EMERGENCY MANAGEMENT. (Recorded in minutes in full)

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

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out-of-town travel request for CONSTABLE PRECINCT #2, 328TH DISTRICT COURT (Master) FIRE MARSHALL, TAX ASSESSOR/COLLECTOR and COUNTY TREASURER. (Recorded in minutes in full)

5. SHERIFF GUS GEORGE, RE: REQUEST APPROVAL OF RESERVE DEPUTY MARIO RENE LOZANO:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Mario Rene Lozano as reserve deputy for Sheriff's Department. (Recorded in minutes in full)

6. CONSIDER REQUEST(S) FOR WAIVING TAX PENALTIES & INTEREST:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to waive tax penalties and interest in the amount of $52.71 for John A. Davis. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to waive tax penalties in the amount of $34.59 and attorney fees in the amount of $10.89 as recommend

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the _____ day of _____, 1987, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 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 1987, adopted October 20, 1986.

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. Emergency Management LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1010	5,400.00	4,400.00	1,000.00 Decrease
2000	1,500.00	2,500.00	1,000.00 Increase

DATE: April 10, 1989

DEPARTMENT HEAD: Melvin L Speed

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

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 17th day of April, 1989, at a _____ Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Bud O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 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 1987, adopted October 20, 1986.

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. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1050-0043-2001 (Eng. Supplies)	$15,000.00	$13,604.00	$1,396.00 (Decrease)
1050-0043-4010 (Fees & Service)	$6,300.00	$7,696.00	$1,396.00 (Increase)

DATE: _____

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

38 1004

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure June 22, 1989

Date of Return June 23, 1988

Purpose of Trip: Texas County & District Retirement System Board Meeting

Places to be Visited: Columbia Lakes, TX

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

Kathy Wynson
Name

04/13/89
Date

County Treasurer
Title

* * * \

RECEIVED
APR 13 1989
COUNTY JUDGE

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:

MARSHA P. GAINES

LYDIA BOURG

JAN BONN

Period: Date of Departure April 25, 1989

Date of Return April 26, 1989

Purpose of Trip: County Government Day

Places to be Visited: Austin, Texas

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

Marsha P. Gaines
Name

April 13, 1989
Date

Tax Assessor/Collector
Title

* *

Approved: Commissioners' Court

County Judge

4-17-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 1006

RECEIVED
APR 13 1989
COUNTY JUDGE

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Gary Tilton

DATE OF DEPARTURE: June 9, 1989

DATE OF RETURN: June 16, 1989

DESTINATION: Arlington, Texas

PURPOSE OF TRIP: Attend 1989 Annual State Fire Men & Fire Marshal's Association Of Texas' Convention

MODE OF TRANSPORTATION: County Car

****

DEPARTMENT HEAD APPROVAL: Gary Tilton, Fort Bend Co. Fire Marshal/Safety Dir.
Name & Department

DATE: 4-12-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 4-17-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL 38 1007

RECEIVED
APR 13 1989
COUNTY CLERK

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:

Steve Valikonis

Period: Date of Departure 5/17/89

Date of Return 5/20/89

Purpose of Trip: 12th Annual Marriage Dissolution Institute May 18-19

Places to be Visited: Irving - Harvey Hotel-DFW

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

Name

Thomas O. Stansbury

4/11/89
Date

Judge, 328th District Court
Title

* *

Approved: Commissioners' Court

County Judge

4-17-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

FORT BEND COUNTY
TRAVEL AUTHORIZATION

38 1008

RECEIVED APR 13 1989

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

C. W. Embree

DATE OF DEPARTURE: May 9, 1989

DATE OF RETURN: May 9, 1989

DESTINATION: Sheraton Crown Hotel 15700 Drummett Blvd. Houston

PURPOSE OF TRIP: attend "HOW TO SUPERVISE PEOPLE" seminar

MODE OF TRANSPORTATION: County Vehicle

****

DEPARTMENT HEAD APPROVAL: Ray Breeding, Constable - Pct 2
Name & Department

DATE: 04/11/89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

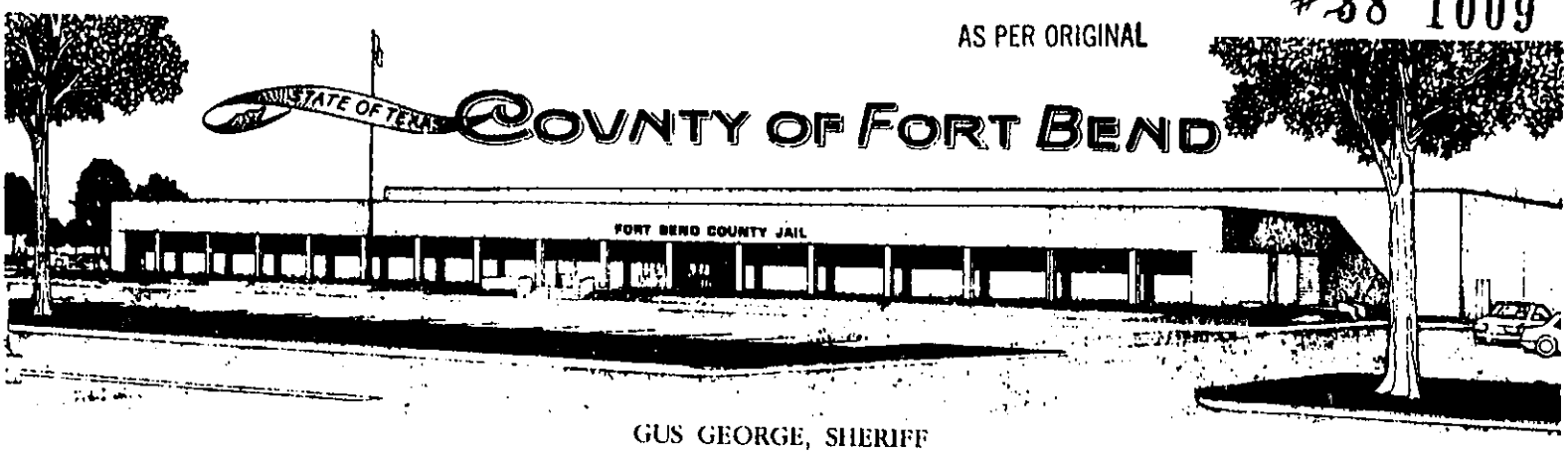
Date 4-17-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

#38 1009

AS PER ORIGINAL



GUS GEORGE, SHERIFF

April 10, 1989

Honorable Jodie E. Stavinoha, County Judge
Commissioner R. L. O'Shieles, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

We request the following item be included on the Commissioners' Court Agenda for Monday, April 17, 1989.

Approve appointment of Mario Rene Lozano as a Reserve Deputy with the Fort Bend County Sheriff Department.

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

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Mr. Richard Selleh, Personnel Director
Mr. Jed Walzel, Reserve Chief Deputy
Mr. P. R. Hillegeist, Chief Deputy.

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

3/22 xc: Marsha Gaines, Tax A/C
4 Commissioners

Called 4/13

AS PER ORIGINAL

38 1010

AGENDA ITEM

#8/1

March 21, 1989

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

Dear Judge Stavinoha,

This letter is written to request that I be placed on the Commisioners Court agenda to present my case protesting a $52.71 penalty that I have paid on my 1988 Fort Bend County property taxes.

The tax office sent my tax statement to a mortgage company rather than to me directly. Since I have no mortgage on my house this error delayed any notice to me until March of 1989 thereby putting me into a penalty time frame. I have now paid both penalty and taxes and I am seeking relief from this, in my opinion, unjust penalty.

Thank You,

John A. Davis

John A. Davis
32 Wellington Dr.
Sugar Land, Texas 77478
242-4639

RECEIVED
MAR 22
COUNTY JUDGE

6/2

38 1011

AS PER ORIGINAL

MEMORANDUM

DATE: April 12, 1989

TO: County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

FROM: Marsha P. Gaines

RE: Waiver of Penalty and Interest - Domingo Pina, Jr.
1981 Tax on Account .903-0065-02-003-4410
Precinct 4

The tax rolls reflect ownership on the above referenced property as follows:

1980	John Browder
1981	Domingo Pina
1982-1984	John Browder Trustee
1985-1988	Domingo Pina

After thoroughly researching this account the following conclusions were reached:

1. On February 4, 1981, a contract for deed was executed between Mr. & Mrs. Pina and John F. Browder, Trustee. This contract for deed covered 6.50 acres out of a 96.22 acre tract of land.
2. The 1981 tax roll reflected Domingo Pina as owner of 6.50 acres but no address was reflected on the roll.
3. The 1982 tax roll reflected 96.22 acres in the name of John Browder Trustee, c/o Carrizales Petrac Etal.
4. The 1983 and 1984 tax roll reflected 6.50 acres in the name of John Browder Trustee, c/o Carrizales Petrac Etal.
5. 1983 and 1984 taxes were paid by Petrac Carrizales.
6. A warranty deed was executed in March of 1985 conveying the property from John F. Browder, Trustee to Domingo Pina, Jr. and wife, Nieves C. Pina, and Petra C. Carrizales.
7. A tax certificate was issued by the tax office on August 1, 1988 indicating 1981 taxes were due.
8. 1981 taxes were paid by Mr. Pina on August 11, 1988.

The breakdown of taxes paid is:

Base Tax	$38.01
Penalty & Interest	34.59
Attorney Fees	10.89
Total	$83.49

Due to the confusion surrounding the ownership of Mr. Pina's property during the years 1981 through 1984, I recommend waiver of penalty and interest.

by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

7. CONSIDER APPROVING APPLICATION TO TEXAS DEPARTMENT OF COMMUNITY AFFAIRS FOR TEXAS EMERGENCY SHELTER GRANT:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application to Texas Department of Community Affairs for Texas Emergency Shelter Grant.

8. ADVERTISE FOR BIDS FOR SHELVING FOR LAW LIBRARY (FUNDS AVAILABLE):

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for shelving for Law Library. Funds to come from Library Fund as requested by Steven Gilbert.

9. CONSIDER APPROVING RESOLUTION IN OPPOSITION TO SEC. 89 OF TAX REFORM ACT OF 1986:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve RESOLUTION in opposition to Sec. 89 of Tax Reform Act of 1986. (Recorded in minutes in full)

10. CONSIDER EXECUTING AGREEMENT FOR JANITORIAL SERVICES, PCT. 2 CONSTABLE:

Postponed

11. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: APPROVE OVER $500 REFUND:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve refund to BMC Software in the amount of $2,696.93 as recommended by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

12. CONSIDER ACCEPTING STREETS IN SAN MIGUEL, SEC. 4, INTO COUNTY ROAD MAINTENANCE SYSTEM IN PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the following streets in San Miguel, Sec. 4, into the county road maintenance system and that the County Engineer and Civil District Attorney be instructed to take necessary action to recoop any and all cost to bring road in compliance with Fort Bend County road standards.

TAMAYO DRIVE	1,152	linear ft.
VALVERDE DRIVE	964	" "
MARISOL DRIVE	617	" "
SULTANA DRIVE	320	" "
CERCA BLANCA DRIVE	1,543	" "
ENCINITA DRIVE	240	" "
TARIK DRIVE	225	" "
SOMA DRIVE	492	" "
CORRALES DRIVE	395	" "
PICADOR DRIVE	401	" "

13. CONSIDER SETTING PUBLIC HEARING FOR TRAFFIC CONTROL DEVICE ON REMBROUGH ST. @ CANFIELD ST., HICKORY CREEK SUBD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to set public hearing for May 8, 1989 at 10:00 a.m. for traffic control device on Rembrough St. at Canfield St., Hickory Creek Subdivision, Pct. 3.

AGENDA ITEM
AS PER ORIGINAL 38 1013

TAC RISK MANAGEMENT ALERT

P.O. Box 2131, Austin, Texas 78768 Call toll free: 1-800-222-5974

RECEIVED

TO: ALL COUNTY OFFICIALS

FROM: Sunny Erwin
TAC Staff

RE: COST OF COMPLIANCE FOR SECTION 89 OF TAX REFORM ACT OF 1986

In the event you are not familiar with this section of the Internal Revenue Code, I have enclosed a brief summary for your review. Your Representatives in Washington have been contacted and stated that **they have heard no opposition to Section 89 from county governments.**

Because of the cost of compliance and reporting requirements and because it is labor intensive, **you cannot afford to adopt a wait and see attitude** in this matter. Let me give you an illustration:

> **If you do not comply** with the qualification standards and eligibility and benefits tests of Section 89 and your county has an employee who has a serious illness which results in your insurance carrier paying $40,000 in health insurance benefits to the employee, the **Federal Government will tax that $40,000 benefit as income to the employee.**
>
> **In addition to the penalty to your employee,** the county will be assessed a **new excise tax equal to 28 percent** times the value of all plan benefits of employees.

We are urging you to call your Congressional Delegation immediately regarding the urgency of this matter to Texas Counties. I have enclosed a sample resolution which we are asking your county to approve. In addition to calling your Texas Delegation, please send a copy of this resolution to the following offices:

Senator Lloyd Bentsen
703 Hart - SOB
Washington, D.C. 20510-4301
(202) 224-5922
Senate Finance Comm.

Speaker of the House
Rep. Jim Wright
1236 Longworth - HOB
Washington, D.C. 20515-4312

Sunny Erwin
Texas Association of Counties
P. O. Box 2131
Austin, Texas 78768

Rep. Jake Pickle
242 Cannon - HOB
Washington, D.C. 20510
(202) 225-4865
Ways & Means Comm.

Senator Phil Gramm
370 Russell - SOB
Washington, D.C. 20510
(202) 224-2934

Your own State Rep.

R E S O L U T I O N

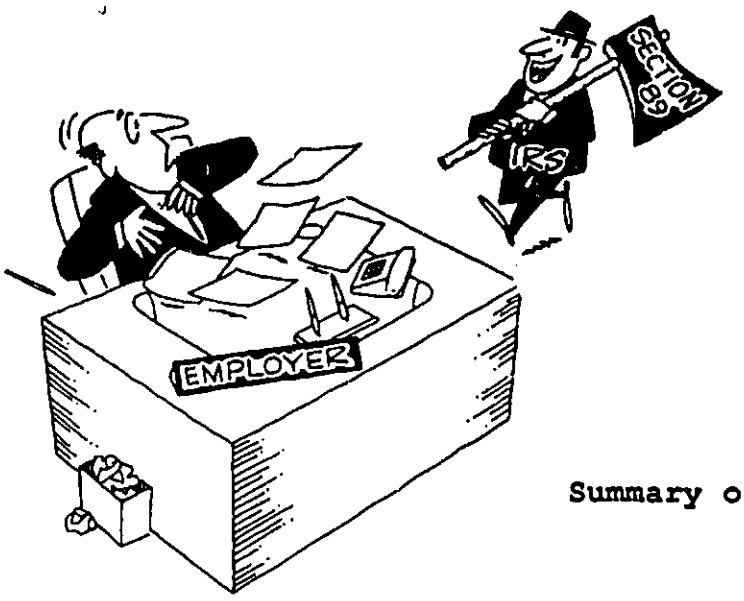
WHEREAS, Section 89 of the Internal Revenue Code as enacted in the Tax Reform Act of 1986 imposes detailed plan qualification and IRS reporting requirements on a wide range of employee benefit plans, including all health and life insurance; and

WHEREAS, under such Section sizeable penalties can be applied to employers, including State and local governments, that fail to conduct certain nondiscrimination tests, maintain written plans, send summary plan descriptions to employees, file forms with the IRS and Labor Department or report such benefits as taxable income to employees, and WHEREAS, such provision imposes administrative requirements that are extremely complex, labor intensive and will be cost prohibitive, particularly to Texas Counties;

NOW, THEREFORE, BE IT RESOLVED, that Congress be urged to exempt State and local governments from the provisions of said Section 89 of the Internal Revenue Code.

Upon Motion duly made, Seconded and Carried, the foregoing Resolution was adopted this 17th day of APRIL, 1989 by the Board of Directors of the Texas Association of Counties.

AS PER ORIGINAL



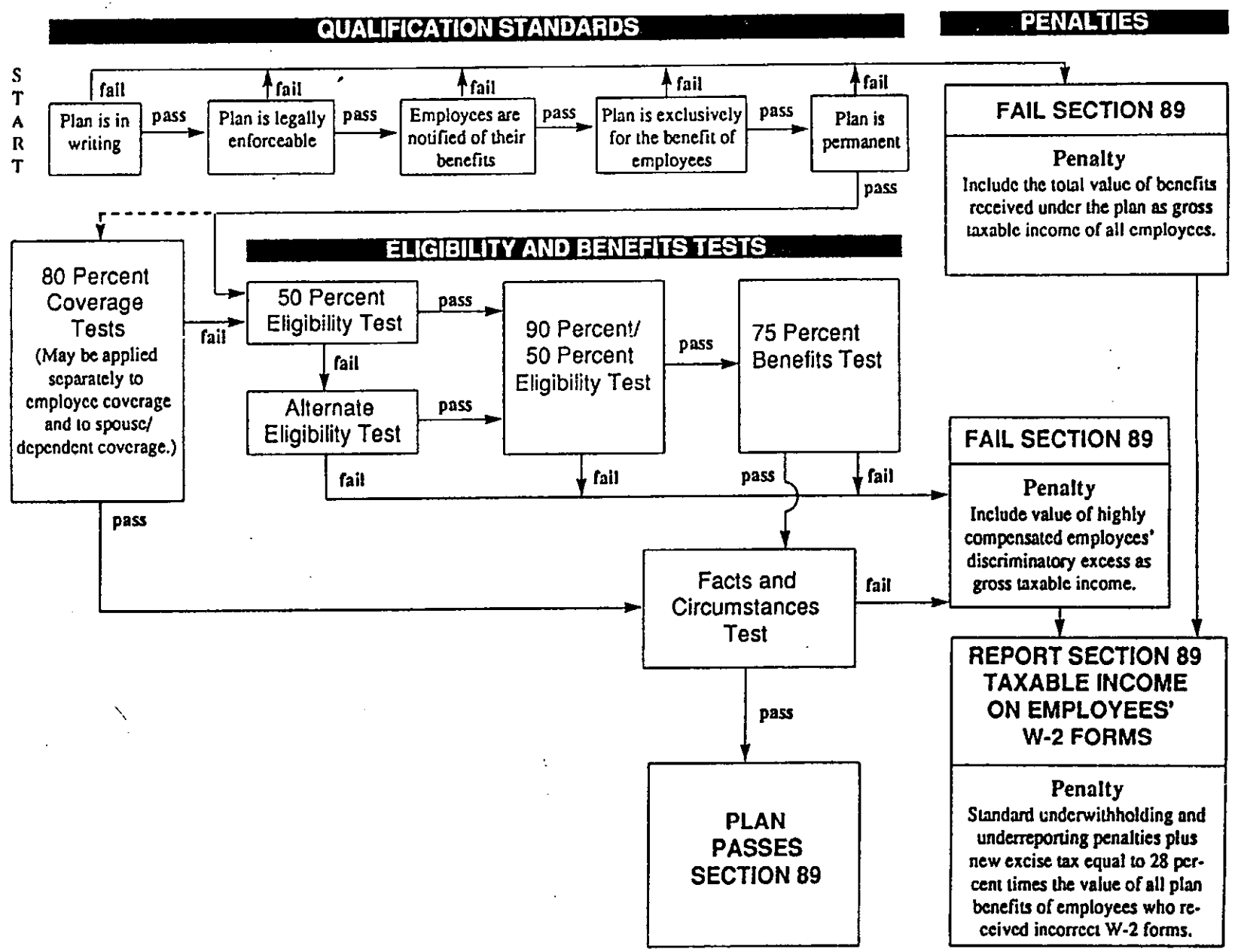
Summary of Section 89 Requirements

Section 89 of the Internal Revenue Code was enacted by the Tax Reform Act of 1986. It applies a series of detailed nondiscrimination rules to **all employer-sponsored health benefits** and **group term life insurance** arrangements to plan years beginning on or after January 1, 1989. In addition, Section 89(k) imposes detailed plan qualification and IRS reporting requirements on employee benefits ranging from cafeteria plans to company cafeterias, including all health and life insurance.

Sizeable penalties can be applied to employers that fail to conduct these nondiscrimination tests, maintain written plans, send summary plan descriptions to employees, file Forms 5500 with the IRS and Labor Department, or report on employees' W-2 forms any benefits that are taxable because of Section 89. These penalties include income taxation of benefits provided to employees, loss of a trust's tax exemption if benefits violating section 89(k) are provided through a voluntary employees' beneficiary association (VEBA) and, for employers, delays of up to two years in claiming certain deductions, penalties for failing to withhold, daily fines for failing to file, and nondeductible excise taxes for failing to report, or for providing discriminatory benefits through a VEBA. These excise taxes may equal the highest individual income tax rate multiplied by the total value of health and life benefits that are provided to all employees, plus the highest corporate tax rate times the discriminatory benefits provided through a VEBA.

In concept, these rules were intended to expand coverage for low-paid workers by taxing benefits of higher-paid workers. In practice, however, Section 89 imposes a complex set of administrative requirements for welfare benefits that are equal in complexity to similar tests for qualified retirement plans under the Employee Retirement Income Security Act (ERISA). Although some of Section 89's complex requirements were eased by amendments contained in the Technical and Miscellaneous Revenue Act of 1988 (TAMRA), the rules will undoubtedly become even more complicated as the Treasury Department issues regulations and rulings that govern the valuation of benefits and the general application of the nondiscrimination tests. It is imperative that employers fully understand Section 89's requirements. No employer that offers health benefits, group term life insurance, or other employee welfare benefits can afford to overlook them.

Sec. 89 Nondiscrimination Tests



38 1016

RESOLUTION

WHEREAS, Section 89 of the Internal Revenue Code as enacted in the Tax Reform Act of 1986 imposes detailed plan qualification and IRS reporting requirements on a wide range of employee benefit plans, including all health and life insurance; and

WHEREAS, under such Section sizeable penalties can be applied to employers, including State and local governments, that fail to conduct certain nondiscrimination tests, maintain written plans, send summary plan descriptions to employees, file forms with the IRS and Labor Department or report such benefits as taxable income to employees; and

WHEREAS, such provision imposes administrative requirements that are extremely complex, labor intensive and will be cost prohibitive, particularly to Texas Counties;

NOW, THEREFORE, BE IT RESOLVED, that Congress be urged to exempt State and local governments from the provisions of said Section 89 of the Internal Revenue Code.

Upon motion duly Made, Seconded and Carried, the foregoing Resolution was adopted this 17th day of April 1989.

FORT BEND COUNTY COMMISSIONERS COURT

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

Attest:
Dianne Wilson
Dianne Wilson, County Clerk

#11
38 1018

MARSHA P. GAINES
TAX ASSESSOR/COLLECTOR

MEMORANDUM

TO: Judge Jodie Stavinoha
Commissioner R. L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

DATE: April 13, 1989

REFERENCE: Commissioners Court Agenda

Please place the following item on the agenda for April 17, 1989.

Approve over $500.00 refund.

BMC Software Inc. $2,696.93
.907-9960-02-086-0007
Fort Bend County Central
Appraisal District
Lower value for 1988

Marsha

MARSHA P. GAINES
TAX ASSESSOR - COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

ORIGINAL

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1988	M=MISC PERS	11890	17

FULL PAYMENT

ACCOUNT NUMBER	RECEIPT NO.
.907-9960-02-086-0007	C 106996

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS.	TAX RATE	TAX AMOUNT
PERSONAL PROPERTY FURN & FIXT LOCATED AT SUGAR CREEK CENTER BLVD STE 700 IN SUGAR LAND LOWER VALUE TO 912650 S#5 SUGAR CREEK BLVD STE #700	HMSTD C.S.D. HMSTD LRFC D.A.V. OV-65 OV-65 JR COL OSABL AGRI	LAND HS LAND NON HS IMPR HS IMPR NON HS	PERSONAL 1,500,640 AG MARKET AG USE	079	.3658	3,338.47
				179	.0543	495.57
				279	.0432	394.26
				TOTAL TAX		4,228.30
		TOTAL TAXABLE VALUE	1,500,640			

TLS 03/21/89	DISC	42.28
270601	TOTAL PAID	4,186.02

BMC SOFTWARE INC
SUGAR CREEK CENTER BLVD STE 700
SUGAR LAND TX 77478

PAID BY
BMC SOFTWARE INC
P O BOX 2002
SUGAR LAND TX 77487

DATE 03/21/89 METHOD PRE-DEPSTD 12/08/88
RECEIVED 03/21/89
08388

38 1019
AS PER ORIGINAL

38 1020

AS PER ORIGINAL

MAR 0 8 1989

State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: FORT BEND COUNTY
Collecting Tax For: FORT BEND COUNTY
(Taxing Units)
P.O. Box 399 Richmond, TX 77469
Address
City, State, Zip Code

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name: BMC Software Inc
Address: Sugar Creek Center Blvd Ste 700 Sugar Land Tx 77478
Telephone Number (if additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: Personal Property Furn & Fixt Located at Sugar Creek Center Blvd Ste 700 in Sugar Land
Address or Location of Property:
Account Number of Property: 907-9960-02-086-0007 or Tax Receipt Number: 106996

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. FBC	19 88	1/11 / 1989	$ 6882.95	$ 2,696.93
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation):
LOWER VALUE TO 912650 S#5

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

Julie Rincus
Signature

3/3/89
Date of Application for Tax Refund

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer — Date

Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over $500 — Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

REFUND 31.11

#11

38 1021

County Auditor

FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77469

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

DATE: March 13, 1989

TO: Commissioners Court, Fort Bend County

FROM: Robert N Grayless, County Auditor

RE: Property Tax Refunds in excess of $500

In addition to the auditor's approval for a taxing unit, section 31.11 of the Texas Property Tax Code requires the governing body of a taxing unit to also approve refunds in excess of $500 for overpayment or erroneous payment of property taxes.

Before approving a property tax refund, my internal auditing department requires proper documentation from the Tax Office. This procedure is followed on a daily basis. With this documentation in hand, the following amount(s) has/have been approved for payment:

BANK ACCOUNT #	PAYEE - PROPERTY ACCT.#	AMOUNT
90-0188-3	BMC Software Inc. 1988 Acct #.907-9960-02-086-0007 Value lowered for 1988	$ 2,696.93

RG/MH/mh

AS PER ORIGINAL

38 1022

State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: FORT BEND COUNTY
Collecting Tax For: FORT BEND COUNTY
(Taxing Units)
P.O. Box 399 Richmond, TX 77469
Address
City, State, Zip Code

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name: BMC Software Inc
Address: Sugar Creek Center Blvd Ste 700 Sugar Land Tx 77478
Telephone Number (if additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: Personal Property Furn & Fixt Located at Sugar Creek Center Blvd Ste 700 in Sugar Land
Address or Location of Property:
Account Number of Property: 907-9960-02-086-0007 or Tax Receipt Number: 106996

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. FBC	19 88	1/11 / 1989	$ 6882.95	$ 2,696.93
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation):
LOWER VALUE TO 912650 S#5

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

Julie Rivers — Signature
3/3/89 — Date of Application for Tax Refund

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer — Date

Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over $500 — Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

REFUND 31.11

38 1023

AS PER ORIGINAL

P129212 (137065)
9960-02-086-0007-907
G01 ID:
BMC SOFTWARE INC
SUGAR CREEK CENTER BLVD STE 70
SUGAR LAND, TX 77478

done 2/27/09

PERSONAL PROPERTY FURN & FIXT
LOCATED AT SUGAR CREEK CENTER BLVD
STE 700 IN SUGAR LAND
SITUS: SUGAR CREEK BLVD STE #700

ENTITIES: G01, C21, S07, M65, F01,

SUPP CODE: CV - CHANGE VALUE
VALUE OF $1,500,640 LEFT ON ROLL IN
ERROR - ARB HEARING CANCELLED

***** CURRENT VALUES
PERSONAL $ 912,650
ASSESSED $ 912,650
TAXABLE $ 912,650

***** PREVIOUS VALUES
ASSESSED $1,500,640
TOTAL EX $ 0
TAXABLE $1,500,640

***** GAIN OR LOSS
TAXABLE $ -587,990

TOTAL ASSESSED $	912,650	TOTAL EXEMPTIONS $	0	TOTAL TAXABLE $	912,650
PRIOR ASSESSED $	1,578,500	PRIOR EXEMPTIONS $	0	PRIOR TAXABLE $	1,578,500

Ft Bend County Appraisal District

A C A D S Y S T E M

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

Void
MAR 1 1989

MARSHA P. GAINES
TAX ASSESSOR – COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

ORIGINAL Disc 1/90
54.89
8.15
6.48
69.52

TA

THIS IS YOUR RECEI
RECORDS. THIS RECE
COLLECTION OF FUNDS.

lower value to 912650 SHS

* DUPLICATE *

FULL PAYMENT

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1988	M=MISC PERS	11890	17

ACCOUNT NUMBER: 907-9960-02-086-0007

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS	TAX RATE	TAX AMOUNT
PERSONAL PROPERTY FURN & FIXT LOCATED AT SUGAR CREEK CENTER BLVD STE 700 IN SUGAR LAND			1,500,640	079	.3658	5,489.34
				179	.0543	814.85
				279	.0432	648.28
SUGAR CREEK BLVD STE #700						
				TOTAL TAX		6,952.47
		TOTAL TAXABLE VALUE	1,500,640			
			IBL 01/11/89	DISC		69.52
			266863	TOTAL PAID		6,882.95

pay to mgr report

COPY

BMC SOFTWARE INC
SUGAR CREEK CENTER BLVD STE 700
SUGAR LAND TX 77478

PAID BY
BMC SOFTWARE, INC
P.O. BOX 2002
SUGAR LAND, TX 77487

DATE 01/11/89 METHOD PRE-DEPSTD 12/08/88
RECEIVED 12/06/88
08388

38 1025

MARSHA P. GAINES
TAX ASSESSOR – COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

ORIGINAL

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE		ACCOUNT NUMBER	RECEIPT NO.
1988	M=MISC PERS	11890	17	FULL PAYMENT	.907-9960-02-086-0007	C 106996

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS.	TAX RATE	TAX AMOUNT
RSONAL PROPERTY FURN & FIXT	HMSTD. C&D HMSTD. LRFC.	LAND HS	PERSONAL 1,500,640	079	.3658	3,338.47
CATED AT SUGAR CREEK CENTER		LAND NON HS	AG MARKET	179	.0543	495.57
VD STE 700 IN SUGAR LAND	D.A.V.	IMPR HS	AG USE	279	.0432	394.26
WER VALUE TO 912650 S#5		IMPR NON HS				
UGAR CREEK BLVD STE #700	OV-65 OV-65 JR COL					
	DSABL			TOTAL TAX		4,228.30
	AGRI	TOTAL TAXABLE VALUE	1,500,640			

TLS 03/21/89	DISC	42.28
270601	TOTAL PAID	4,186.02

BMC SOFTWARE INC
SUGAR CREEK CENTER BLVD STE 700

SUGAR LAND TX 77478

PAID BY
BMC SOFTWARE INC
P O BOX 2002
SUGAR LAND TX 77487

DATE 03/21/89 METHOD PRE-DEPSTD 12/08/88
RECEIVED 03/21/89
08388

38 1026

H 12

RECEIVED APR 14 1989

April 12, 1989

The Honorable Alton B. Pressley
County Commissioner, Precint 3
1809 Eldridge Road
Sugar Land, Texas 77478

RE: Mission Bend San Miguel Section 4
Street Acceptance into County maintenance

Dear Commission Pressley:

This letter is to request that the following streets in Mission Bend San Miguel Section Four, Fort Bend County, Texas be brought into the County Maintenance System:

Tamayo Drive	1,152 linear feet
Valverde Drive	964 linear feet
Marisol Drive	617 linear feet
Sultana Drive	320 linear feet
Cerca Blanca Drive	1,543 linear feet
Encinita Drive	240 linear feet
Tarik Drive	225 linear feet
Soma Drive	492 linear feet
Corrales Drive	395 linear feet
Picador Drive	401 linear feet

This request is being made on behalf of the residents of Mission Bend San Miguel Section four, Mission Bend Subdivision, Fort Bend County, Texas.

Thank you for your assistance in these matters and I look forward to your response.

Sincerely,

Joe G. Taylor
15906 Beechnut
Houston, Texas 77083

The street lengths shown above conform to the recorded plat.

4/13/89
Michael A. Malcolm-Hicks
PUTNEY, MOFFATT & EASLEY

cc: Mike Hicks, Putney Moffat & Easely
San Miguel HOA, Current President
Ft. Bend County Commissioners Court
Charles Glen Crocker, Assistant Engineer, Ft. Bend County

14. CONSIDER TRANSFER OF VEHICLE FROM PCT. 3 TO VEHICLE MAINTENANCE DEPT.:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to transfer 1983 Ford pick-up truck VIN# 1FTEF25F4DNA17342 from Precinct #3 to Vehicle Maintenance Dept.

15. CONSIDER SUPPLEMENT TO INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF MEADOWS, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve supplement (to borrow county Sheriff's vehicles with no liability to Fort Bend County) to Interlocal Agreement between Fort Bend County and City of Meadows, Pct. 3. (Recorded in minutes in full)

16. CONSIDER APPROVAL OF PAY APPLICATION #20 IN THE AMOUNT OF $71,783 TO LEBCO CONSTRUCTORS AND $1,004.96 TO CHRIS DISTEFANO FOR TRAVIS ANNEX:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve pay application #20 in the amount of $71,783 to Lebco Constructors and $1,004.96 to Chris Distefano for Travis Annex.

17. CONSIDER APPROVING PLAT FOR STEPHENSON ACRES, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve plat for Stephenson Acres, Pct. 2. (Recorded in minutes in full)

18. CONSIDER APPLICATION FROM WILLOW FORK ASSN. TO INSTALL AN IRRIGATION SYSTEM IN CENTER OF ESPLANADES ON FRY & WESTHEIMER PKWY., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from Willow Fork Assn. to install an irrigation system in center of esplanades on Fry & Westheimer Pkwy., Pct. 3. Cashier's check in the amount of $2,000 was presented to Commissioners Court. (Recorded in minutes in full)

19. CONSIDER APPLICATION FROM ENTEX TO INSTALL A SERVICE LINE ALONG & UNDER FIRST ST., PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to approve application from Entex to install a service line along & under First St., Pct. 1. (Recorded in minutes in full)

20. CONSIDER APPLICATION FROM JOHN R. THOMPSON OPERATING TO INSTALL PIPELINE ALONG & UNDER BULS RD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to approve application from John R. Thompson Operating to install pipeline along & under Buls Rd., Pct. 4. (Recorded in minutes in full)

21. CONSIDER RELEASING MAINTENANCE BOND TO LA PETITE ACADEMY FOR WORK ON AUSTIN PKWY., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to release maintenance bond to La Petite Academy Inc, 14450 T.C. Jester #160, Houston, Texas 77014, for work on Austin Pkwy., Pct. 4. (Recorded in minutes in full)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

NO. RESOLUTION OF COMMISSIONERS' COURT APPROVING AND AUTHORIZING THE COUNTY JUDGE TO EXECUTE AND THE COUNTY CLERK TO ATTEST A SUPPLEMENT TO INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF MEADOWS, TEXAS PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 17 day of April, 1989, 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 O'Shieles, duly put and carried;

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 the same.

PASSED AND APPROVED this 17 day of April, 1989.

FORT BEND COUNTY COMMISSIONERS' COURT

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

ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk

Exhibit "A"

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

This supplemental 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". The County and City has heretofore entered into an interlocal agreement to provide housing for the city prisoners, a copy of said interlocal agreement is attached hereto as Exhibit "A" and is incorporated by reference.

WHEREAS, the County and the City desire to supplement the said interlocal agreement; and,

WHEREAS, the County desires to lend the City no more than two Sheriff's vehicles until the City's newly acquired police vehicles are available; and,

WHEREAS, the City desires to borrow no more than two County Sheriff's vehicles until the City's newly acquired police vehicles are available; and,

WHEREAS, the Commissioners' Court of Fort Bend County, Texas has passed an order authorizing the Sheriff of Fort Bend County, Texas, to release to the City for its use no more than two vehicles under the terms and conditions and for 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, release to the City for its use no more than two Sheriff's vehicles. The Sheriff's vehicles may be used by the City until the City's newly acquired police vehicles are available for use, at which time City will return the vehicles to the County and this agreement shall automatically terminate.

II.

The City agrees to save and hold harmless Fort Bend County, its officers and employees from any claims for damages for which the County, its officers and employees may be held liable in connection with the use or operation of said Sheriff's vehicles by the City.

III.

The City agrees to maintain liability insurance on the said vehicles, and the City agrees to be responsible for the maintenance and/or repairs of the said Sheriff's vehicles during the term of this agreement.

IV.

It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice by either the City or the County.

V.

Except for this supplement to the above stated interlocal agreement, all provisions of the said interlocal agreement shall continue in full force and effect.

VI.

This supplemental interlocal agreement shall become effective on April 17, 1989 and shall terminate on or before December 31, 1989 or when the City receives its newly acquired police vehicles, whichever occurs first.

SIGNED this 11th day of APRIL, 1989 in duplicate originals by Order of the City Council of

City of Meadows, Texas

By: [signature]
Mayor

ATTEST:
[signature]
City Secretary

SIGNED this 17 day of April, 1989 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas

County of Fort Bend

By: [signature]
County Judge

ATTEST:
[signature]
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

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

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

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

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

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

I.

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

instrument, 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 Meadows, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

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

SIGNED this 5th day of December 1985 in duplicate originals by Order of City Council of

City of Meadows, Texas

By: Sue Troyer
MAYOR

ATTEST:

Elaine Herff
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Judie E. Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

AS PER ORIGINAL

38 1038

NO._____

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

On this the 16th day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Pressley, Seconded by Commissioner Sutts, duly put and carried:

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

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

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

COUNTY OF FORT BEND

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

This supplemental 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". The County and City has heretofore entered into an interlocal agreement to provide housing for the city prisoners, a copy of said interlocal agreement is attached hereto as Exhibit "A" and is incorporated by reference.

WHEREAS, the County and the City desire to supplement the said interlocal agreement; and,

WHEREAS, the County desires to lend the City no more than two Sheriff's vehicles until the City's newly acquired police vehicles are available; and,

WHEREAS, the City desires to borrow no more than two County Sheriff's vehicles until the City's newly acquired police vehicles are available; and,

WHEREAS, the Commissioners' Court of Fort Bend County, Texas has passed an order authorizing the Sheriff of Fort Bend County, Texas, to release to the City for its use no more than two vehicles under the terms and conditions and for 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, release to the City for its use no more than two Sheriff's vehicles. The Sheriff's vehicles may be used by the City until the City's newly acquired police vehicles are available for use, at which time City will return the vehicles to the County and this agreement shall automatically terminate.

II.

The City agrees to save and hold harmless Fort Bend County, its officers and employees from any claims for damages for which the County, its officers and employees may be held liable in connection with the use or operation of said Sheriff's vehicles by the City.

III.

The City agrees to maintain liability insurance on the said vehicles, and the City agrees to be responsible for the maintenance and/or repairs of the said Sheriff's vehicles during the term of this agreement.

IV.

It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice by either the City or the County.

V.

Except for this supplement to the above stated interlocal agreement, all provisions of the said interlocal agreement shall continue in full force and effect.

VI.

This supplemental interlocal agreement shall become effective on April 17, 1989 and shall terminate on or before December 31, 1989 or when the City receives its newly acquired police vehicles, whichever occurs first.

SIGNED this 11th day of APRIL, 1989 in duplicate originals by Order of the City Council of

City of Meadows, Texas

By: Sue Troyer
Mayor

ATTEST:

Elaine Herff
City Secretary

SIGNED this 17 day of April, 1989 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas

County of Fort Bend

By: Judie E. Stavenhagen
County Judge

ATTEST:

Dianne Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

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

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

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

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

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

I.

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

instrument, 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 Meadows, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

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

SIGNED this 5th day of December 1985 in duplicate originals by Order of City Council of

City of Meadows, Texas

By: Sue Troyan
MAYOR

ATTEST:

Elaine Herff
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Judie E. Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

NO._____

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

On this the 16th day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Pressley, Seconded by Commissioner Fritts, duly put and carried:

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

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

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

COUNTY OF FORT BEND

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:
Dianne Wilson
Dianne Wilson
County Clerk

38 1049

AGENDA ITEM
#16

INVOICE ITEMS FOR COURT AGENDA/ACTION:

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

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

DATE: April 12, 1989

RE: CONTRACTORS PAYMENT APPLICATION #20
ARCHITECTS SUPERVISION #20

PROJECT: FORT BEND COUNTY COURTHOUSE ANNEX II

1. LEBCO CONSTRUCTORS INC.: $71,783

2. CHRISTOPHER DI STEFANO & ASSOCIATES, INC.: $1,004.96
(71,783 x 7% x 20%)

Chris Di Stefano
CHRIS DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702*

(Instructions on reverse side) PAGE ONE OF PAGES

TO (OWNER): Fort Bend County Commissioners Court
Hon. Judge Jodie Stavinoha, County Judge
P.O. Box 368, Richmond, TX 77469

PROJECT: Ft. Bend county Courthouse Annex II

APPLICATION NO: 20

PERIOD TO: 3-31-89

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

FROM (CONTRACTOR):

VIA (ARCHITECT): Distefano Architect
2500 City West Blvd. #2010
Houston, Texas 77042

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: July 20,1987

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	573,387.00	
Approved this Month			
Number	Date Approved		
	TOTALS	573,387.00	
Net change by Change Orders		573,387.00	

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

1. **ORIGINAL CONTRACT SUM** ..... $ 5,265,600.00
2. **Net change by Change Orders** ..... $ 573,387.00
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 5,838,987.00
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ 5,783,677.00
   (Column G on G703)
5. **RETAINAGE:**
   a. ____ % of Completed Work $ 289,183.00
   (Column D + E on G703)
   b. ____ % of Stored Material $ _____
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ 289,183.00
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 5,494,494.00
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) ..... $ 5,422,711.00
8. **CURRENT PAYMENT DUE** ..... $ 71,783.00
9. **BALANCE TO FINISH, PLUS RETAINAGE** ..... $ 344,493.00
   (Line 3 less Line 6)

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.

MARY A. SOTO NOTARY PUBLIC STATE OF TEXAS EXPIRES JULY 12, 1992

CONTRACTOR:

By: Dan Stephens Date: 4-10-89

State of: TEXAS County of: HARRIS
Subscribed and sworn to before me this 10th day of APRIL, 19 89
Notary Public: Mary A. Soto
My Commission expires: 7-12-92

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 71,783.00
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Chris Di Stefano Date: 4-12-89

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.

38 1050

10760000 FT. BENO COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 20

3/01/89 TO 3/31/89

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
1	GENERAL CONDITIONS	177,281	173,735	3,546		177,281	100		8,864
2	TESTING LABORATORY	20,000	20,000			20,000	100		1,000
3	DEMOLITION	16,257	16,257			16,257	100		813
4	DIRTWORK	23,588	23,588			23,588	100		1,179
5	TERMITE TREATMENT	712	712			712	100		36
6	SITE CONCRETE	25,416	25,416			25,416	100		1,271
7	ASPHALT PAVING	13,375	13,108	267		13,375	100		669
8	BUILDING CONCRETE	752,430	752,430			752,430	100		37,622
9	REINFORCING	235,564	235,564			235,564	100		11,778
10	PRECAST PLANKS	16,217	16,217			16,217	100		811
11	MASONRY	518,135	518,135			518,135	100		25,907
12	STRUCTURAL STEEL	128,937	128,937			128,937	100		6,447
13	CARPENTRY	16,729	16,729			16,729	100		836
14	MILLWORK & DOORS	106,032	106,032			106,032	100		5,302
15	BUILT-UP ROOFING	98,937	98,937			98,937	100		4,947
16	DAMPPROOFING/FLASHING	47,793	47,793			47,793	100		2,390
17	HOLLOW METAL	13,229	13,229			13,229	100		661
18	GLASS & GLAZING	191,947	191,947			191,947	100		9,597
19	FINISH HARDWARE	73,000	73,000			73,000	100		3,650
20	ALUM DOOR FRAMES	31,149	31,149			31,149	100		1,557
21	DRYWALL	225,094	225,094			225,094	100		11,255
22	LATH & PLASTER	2,911	2,911			2,911	100		146
23	PAINTING	54,040	54,040			54,040	100		2,702
24	ACCOUSTICAL CEILINGS	104,426	104,426			104,426	100		5,221
25	RESILIENT FLOORING	87,263	87,263			87,263	100		4,363
26	CERAMIC TILE	27,430	27,430			27,430	100		1,372
27	MARBLE WORK	210,868	210,868			210,868	100		10,543
28	SPRAY FIREPROOFING	4,073	4,073			4,073	100		204
29	TOILET ACCESSORIES	10,502	10,502			10,502	100		525
30	FLAGPOLES	2,065	2,065			2,065	100		103
31	GRAPHICS	15,000	11,250	750		12,000	80	3,000	600
32	DIRECTORY & SIGN	3,400		3,400		3,400	100		170
33	FLOOR MATS	2,066	2,066			2,066	100		103
34	MOVABLE PART. SHELVES	35,596		35,596		35,596	100		1,780
35	APPLIANCES	4,105	4,105			4,105	100		205
36	METAL SHELVING	5,000						5,000	
37	WIRE MESH PARTITION	1,230	1,230			1,230	100		62
38	METAL LOUVERS	10,020	10,020			10,020	100		501
39	FIRE EXTING./CABINET	1,743	1,743			1,743	100		87
40	DROP BOX DOOR & FRAME	3,616	3,616			3,616	100		181
41	FLOOR DOORS	733	733			733	100		37
42	CARD ACCESS SYSTEM	14,537	14,537			14,537	100		727
43	BLINDS	3,063		3,063		3,063	100		153
44	PEDESTALS & BENCHES	11,101	8,326	2,775		11,101	100		555
45	ELEVATORS	273,882	273,882			273,882	100		13,694
46	H V A C	660,343	660,343			660,343	100		33,017
47	AIR TEST & BALANCE	42,000	10,500	4,620		15,120	36	26,880	756
48	PLUMBING	205,729	205,729			205,729	100		10,286
49	FIRE PROTECTION	103,486	103,486			103,486	100		5,174
50	ELECTRICAL	544,623	544,623			544,623	100		27,231

AS PER ORIGINAL

38 1051

10760000 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 20

3/01/89 TO 3/31/89

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
51	PROJECTION SCREEN	2,143	2,143			2,143	100		107
52	FEES/BOND/INSURANCE	86,784	86,784			86,784	100		4,339
53	CHANGE ORDER #1	86,089	86,089			86,089	100		4,304
54	CHANGE ORDER #2	22,606	22,606			22,606	100		1,130
55	CHANGE ORDER #3	11,494	11,494			11,494	100		575
56	CHANGE ORDER #4	118,938	118,938			118,938	100		5,947
57	CHANGE ORDER #5	50,485	50,485			50,485	100		2,524
58	CHANGE ORDER #6	167,103	158,748	8,355		167,103	100		8,355
59	CHANGE ORDER #7	35,031	25,923	9,108		35,031	100		1,752
60	CHANGE ORDER #8	8,144	8,144			8,144	100		407
61	CHANGE ORDER #9	81,641	48,985	4,082		53,067	65	28,574	2,653
	TOTAL COSTS	5,847,131	5,708,115	75,562	0	5,783,677		63,454	289,183
	JOB TOTALS	5,847,131	5,708,115	75,562	0	5,783,677	99	63,454	289,183

38 1052

#18

38 1053

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 17th day of April, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Willow Forks Assoc., Ltd. dated 4-12-89, permit no. 81039 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Lutts, 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 Ronald Dieckeberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Lozier
Deputy

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

returned 4/13/89

38 1054
AS PER ORIGINAL

Community Bank No. 019622

P.O. BOX 737 • KATY, TEXAS 77492-0737

Willow Fork Associates, LTD. 4-12-89

PURCHASER

FEE PAID

PAY TO THE ORDER OF Fort Bend County ********** [redacted] $ 2,000.00*

COMMUNITY BANK 2,000 00 CTS

CASHIER'S CHECK

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

Jane B Montgomery
VICE PRESIDENT - ASST. CASHIER

⑈019622⑈ ⑆113012419⑆ ⑈999 706⑈

38 1055

Appl. # 81039

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

4-13-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00 Cashier's Check

38 1056
AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81039

Formal notice is hereby given that Willow Fork Associates, Ltd. 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
Fry Road	2925' East of Mason Road		45'			
Fry Road	6100' East of Mason Road		45'			
Westheimer Parkway	3705' East of Mason Road		45'			
Westheimer Parkway	4785' East of Mason Road		45'			

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
Fry Road	5700 L. F.		
Westheimer Parkway	3400 L. F.		

General Description

Irrigation system will be located down the center line of all esplanades. No other lateral lines are necessary. Total footage in Fort Bend County is 9100 L.F.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Willow Fork Associated, Ltd.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Jim Miller
(Signature)

NAME & TITLE Jim A. Miller
(Please Print)

DATE: April 12, 1989
ADDRESS: 1306 S. Fry Blvd.
(Street/P.O. Box)

Katy, Texas 77450
City State Zip
TELEPHONE NO: (713) 951 0666

#19

38 1057

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 17th day of April, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Entry dated 4-7-89, permit no. 81040 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner O'Shieldes, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Oberlinberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

38 1058

Appl. # 81040

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

4-13-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

38 1058A

AS PER ORIGINAL

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

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 1

PERMIT NO. 81090

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

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
FIRST ST.	APPROX. 50ft. WEST OF AVE. "E" ON SOUTH SIDE OF FIRST ST.	76ft.	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
FIRST ST.	APPROX. 400ft. ON SOUTH SIDE OF FIRST ST. & WEST OF AVE. "G" IN 80ft. R.O.W.		

General Description

INSTALLING A 2" PLASTIC MAIN TO SERVE NATURAL GAS AT THE DON WENZEL RESIDENCE IN BLOCK 10 OF CHRISTY'S ADDITION, BOOTH TEXAS. DEPTH OF LINE WILL BE 36".

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: ENTEX, A DIVISION OF ARKLA, INC.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Arlen Williams
(Signature)

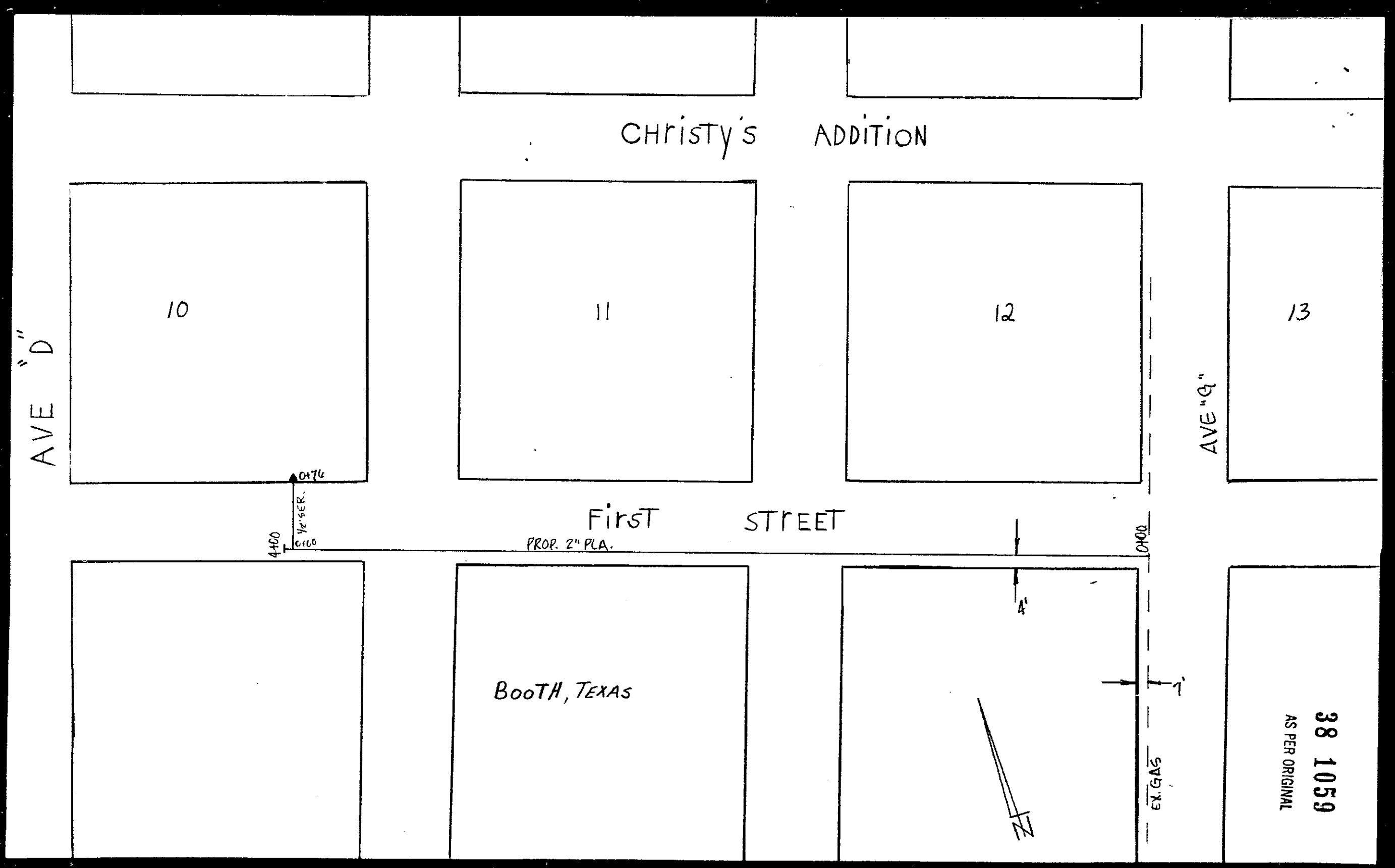
NAME & TITLE ARLEN WILLIAMS DIST. MGR.
(Please Print)

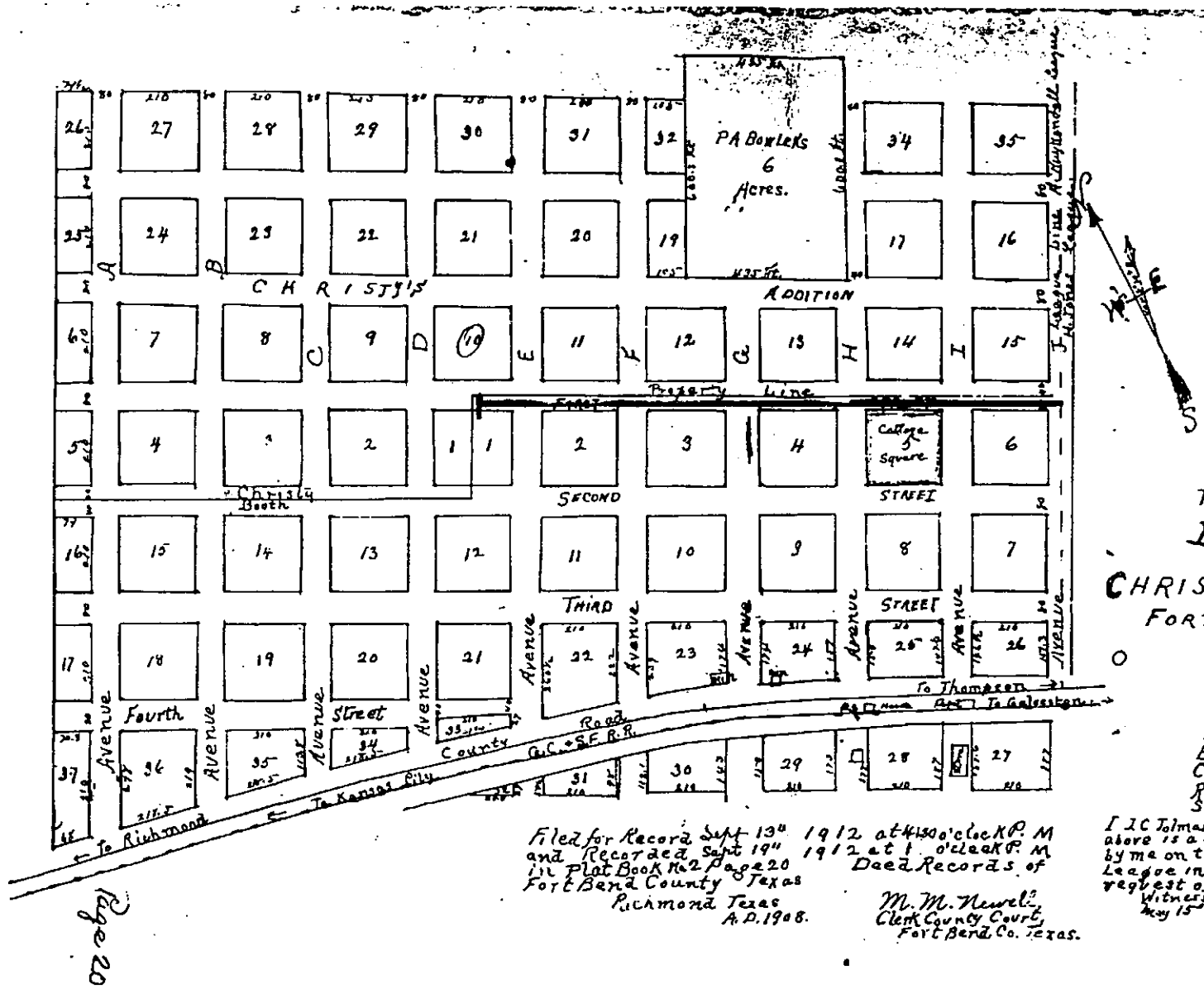
DATE: 4-7-89

ADDRESS: P.O. BOX 519
(Street/P.O. Box)

RICHMOND TEXAS 77469
City State Zip

TELEPHONE NO: 713-342-6665


CHristy's ADDITION
10
11
12
13
AVE "D"
AVE "G"
0+76
1/2" SER.
4+00
0+00
First STREET
PROP. 2" PLA.
0+00
4'
1'
BooTH, TEXAS
EX. GAS
N
38 1059
AS PER ORIGINAL



Filed for Record Sept 13th 1912 at 4:30 o'clock P. M
and Recorded Sept 19th 1912 at 1 o'clock P. M
in Plat Book No 2 Page 20 Deed Records of
Fort Bend County Texas
Richmond Texas
A.D. 1908.

M. M. Newell
Clerk County Court,
Fort Bend Co. Texas.

MAP OF THE TOWN OF BOOTH AND CHRISTY'S ADDITION.

FORT BEND COUNTY
TEXAS
1908.

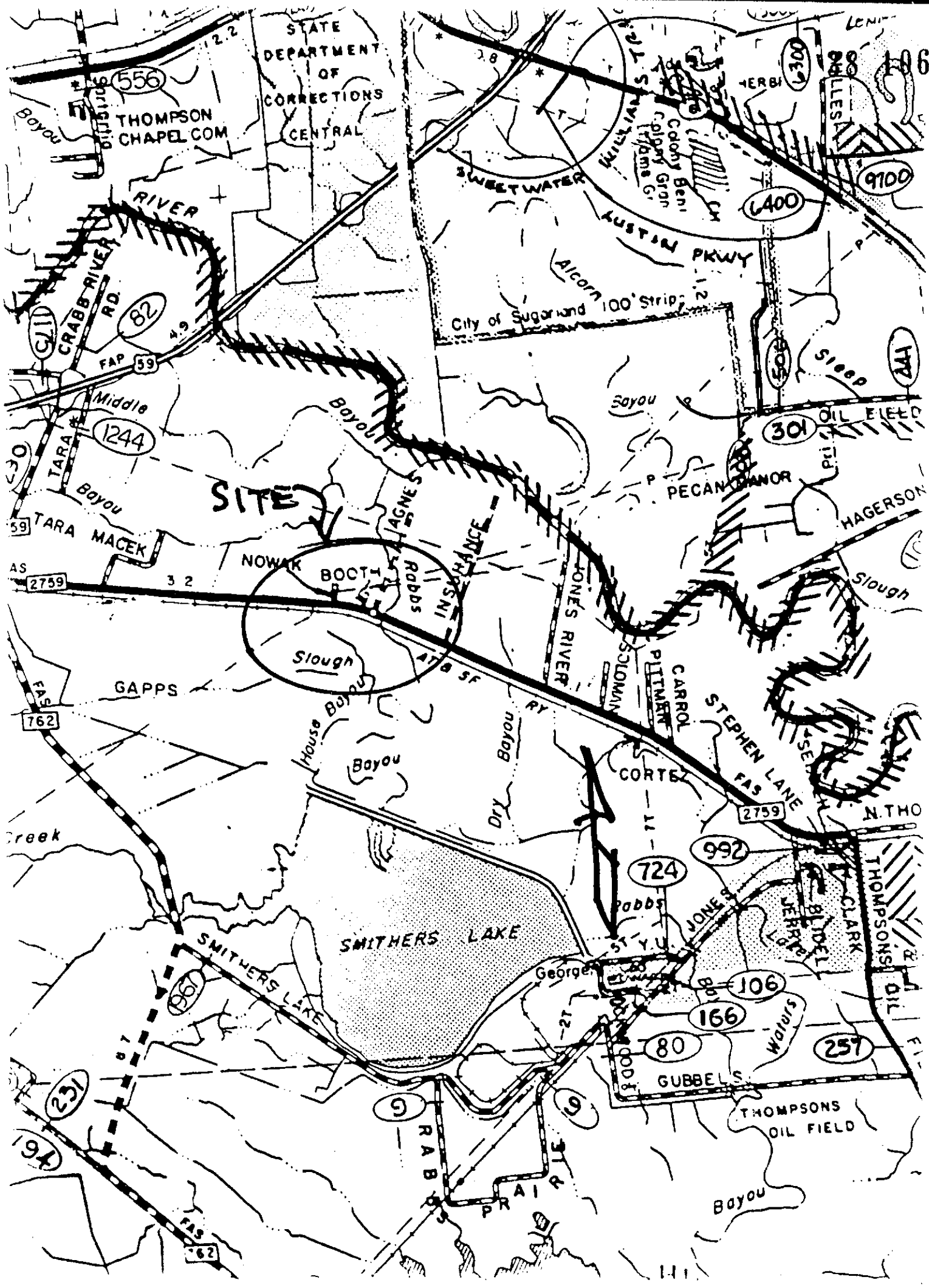
Legend:-
Scale 1 inch = 200 feet
Blocks 210 Feet Square
County Road 60 Feet wide
Railroad Right of way Fenced
Streets 80 Feet wide

I J C Tolman C.E. & Surveyor certify that the above is a correct map of a survey made by me on the ground in the A. Kuykendall League in Fort Bend Co. Texas. at the request of Messrs F. L. Booth & A Christy
Witness my hand at Richmond Texas.
May 15th 1908
J C Tolman C.E.
Surveyor

AS PER ORIGINAL

38 1060

Page 37



AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 17th day of April, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of John R. Thompson Operating Inc. dated 4-10-89, permit no. 81041 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
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.

Returned 4/13/89

38 1063

Appl. # 81041

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

4-13-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $10,000.00

Cashier's Check filed with Permit #81034 3-21-89

38 1064

AS PER ORIGINAL

69430

CITIZENS STATE BANK
CROSS PLAINS, TEXAS 76443

REMITTER John R. Thompson, OP, Inc.
Performance funds-R O W- Buls Road

March24, 19 89

88-1387
1119

PAY TO THE ORDER OF Fort Bend County, Texas $ 10,000.00

CITIZENS STATE BANK $10000 00cts DOLLARS

CASHIER'S CHECK

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

~~VICE~~-PRESIDENT ~~ASST. CASHIER~~

W. T. McCoy

⑈069430⑈ ⑆111913879⑆ 99 700 5⑈

Original filed with Permit #81034
approved in Court 3-21-89.

38 1065

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81094

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
BULS RD.	2899' West of Behrens Rd. Intersection	55'	BORED			

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
BULS ROAD			

General Description

John R. Thompson Operating, Inc. plans to bore 3 feet under Road and install 8" casing, placing a 4" pipeline through the casing, crossing Buls Road.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: John R. Thompsonn Op., Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

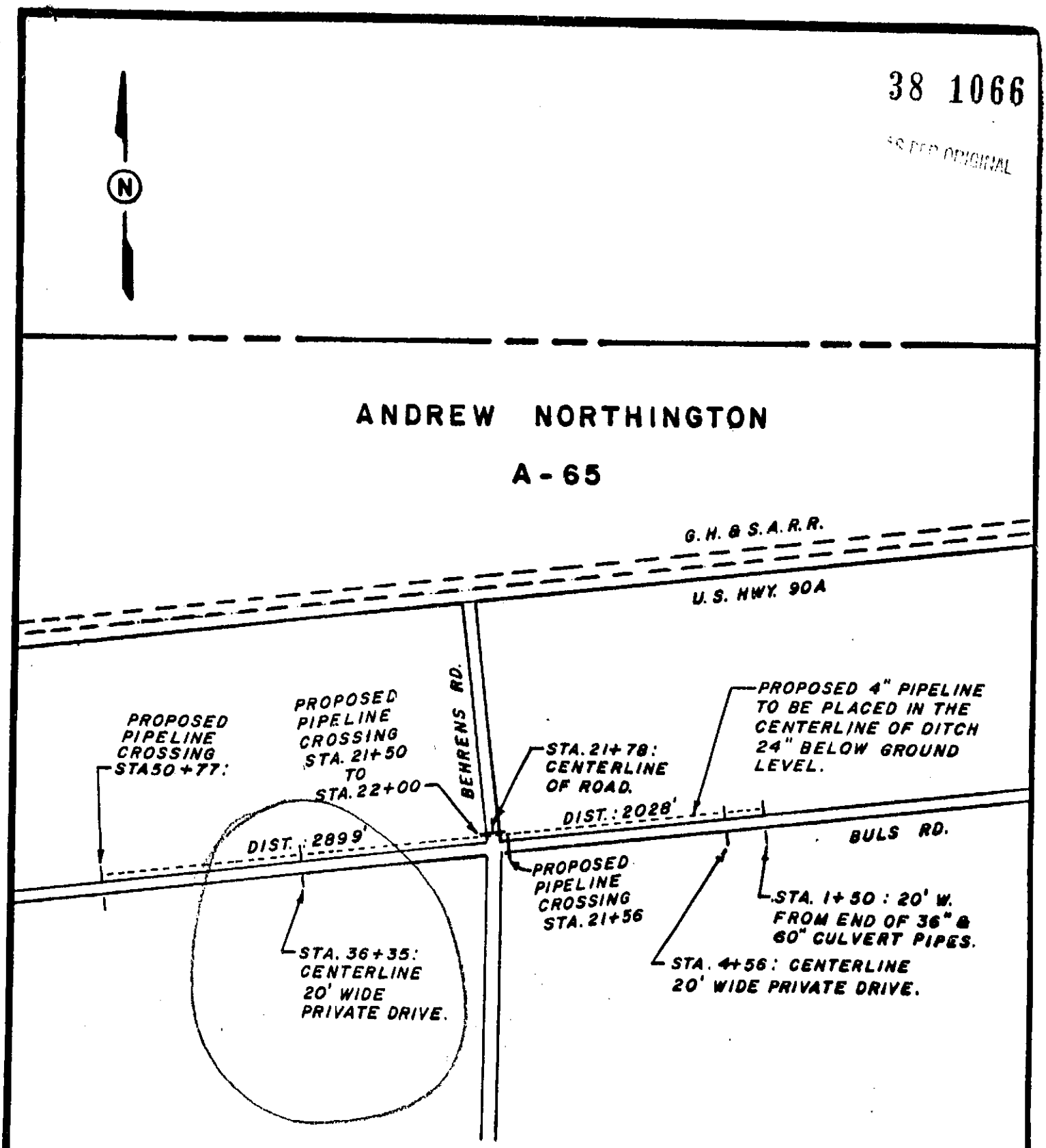
(Signature)

NAME & TITLE John C. Thompson-Field Eng.
(Please Print)

DATE: April 10, 1989
ADDRESS: P.O. Box 2337, 105 W. Guadalupe
(Street/P.O. Box)
Victoria, Texas 77902
City State Zip
TELEPHONE NO: 512-573-5619

38 1066

SS PER ORIGINAL



REVISED: 4-12-89 W.J.S.

JOHN R. THOMPSON OPERATING, INC.

PROPOSED 4" PIPELINE WITH CROSSINGS

SITUATED IN THE ANDREW NORTHINGTON LEAGUE A-65, FORT BEND COUNTY, TEXAS.

BALUSEK-FRANKSON & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
VICTORIA, TEXAS

Drawn By: W. J. S.	Approved By: M. D. B.
Scale: 1" = 1000'	Date: 3-17-89

#21 38 1067

COUNTY OF FORT BEND

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

LETTER OF TRANSMITTAL

DATE 4-13-89 JOB NO.
ATTENTION Dianne Wilson
RE: Release of Bond - La Petite Academy, Inc.

TO FBC Clerk

WE ARE SENDING YOU ☑ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	5-10-88		Copy of Performance Bond in the amount of $5,000.00.
1	5-23-88		Copy of Court Minutes of permit approval.
1	5-12-88		Copy of Permit Application

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☑ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Please release the performance bond to La Petite Academy, Inc., 14450 T.C. Jester #160, Houston, Tx. 77014, Attention: R.J. Kuehn. If you have any questions please call.

COPY TO file

Ronald Drachenberg
SIGNED: Karl E. Bates, P.E.

If enclosures are not as noted, kindly notify us at once.

nd # 942 G 637-1

38 1068

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

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we LaPetite Academy, Inc. as principal and The Travelers Indemnity Company as surety, are held and firmly bond unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of Five Thousand and no/100 DOLLARS (5,000.00) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st. day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

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

NOW THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or oole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 10th, day of May, 19 88.

La Petite Academy, Inc.
PRINCIPAL

Delia M. Maloney V.P.
BY:

Derrell C. Dodson
Texas Resident Agent
Derrell C. Dodson

The Travelers Indemnity Company
SURETY

BY: Julia M. Sieben, Attorney-In-Fact

22. CONSIDER TAKING ACTION ON EXPIRING LETTERS OF CREDIT FOR GRAND MISSION, SEC. 1 & 2, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize County Engineer and District Attorney to take action on expiring letters of credit for Grand Mission, Sec. 1&2, Pct. 3. (Recorded in minutes in full)

23. CONSIDER APPROVING PLAT FOR CLAYTON BEND, SEC. 2, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for Clayton Bend, Sec. 2, Pct. 4. Plat was presented to Commissioners Court. (Recorded in minutes in full)

24. 10:00 A.M.-HOLD PUBLIC HEARING ON REPLAT OF SWEETWATER, SEC. 12 & 12A IN FIRST COLONY, PCT. 4, AND CONSIDER TAKING ACTION:

Alan Hirschman representing Dannenbaum Engineer discussed increasing lot sizes in Sweetwater.

No public comments.

No court action.

25. 10:15 A.M.-HOLD PUBLIC HEARING ON REPLATS OF GREATWOOD VILLAGE & GREATWOOD TRAILS, PCT. 1, AND CONSIDER TAKING ACTION:

Ty Johnston, Vice President of Greatwood discussed increasing lot widths in Greatwood.

No public comments.

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve replats of Greatwood Village & Greatwood Trails, Pct. 1.

26. CONSIDER ACCEPTING/REJECTING BIDS FOR THE FOLLOWING: (1) RENTAL OF COPY MACHINES (#89-044); (2) CONTRACT FOR GROUNDSKEEPING SERVICES (#89-045):

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve rental of 19 copy machines from SOUTHWEST COPIERS, INC. at $2,718.60 per month. (Recorded in minutes in full)

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Lutts absent for vote, the Commissioners Court finds that the best bid be awarded to THE GREATEST JANITORIAL SERVICE, INC. in the amount of $986.67 a month for all 7 locations, effective May 1, 1989. (Recorded in minutes in full)

27. CONSIDER EXTENDING DIESEL CONTRACT (#89-10) WITH SUGAR LAND BULK OIL:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize extending diesel contract with Sugar Land Bulk Oil. (Recorded in minutes in full)

28. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (DELINQUENT TAX); LAND MATTERS (DRAINAGE PROJECT); AND PERSONNEL AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E.F.G), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in Closed Session.
No action taken.

#228 1070

COUNTY OF FORT BEND

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

LETTER OF TRANSMITTAL

DATE 4-13-89 JOB NO.

ATTENTION Mr. Larry Wagenbach

RE: Anand Mission, Sections 1 + 2 - Expiring Letters of Credit

Item # 22 - 4/17/89

TO FBC Assistant Dist. Attorney
Civil Division

WE ARE SENDING YOU ☑ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	4-7-89		Copy of Transmittal to Mr. Walker.
1	4-4-89		Copy of Letter requesting renewal.
1	4-21-88		Copy of Letter of Credit #1988-09
1	4-21-88		Copy of Letter of Credit #1988-10

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☑ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS If any additional information is required please contact Allen Cracker with Engineering.

COPY TO file

SIGNED: Ron D. Drachenberg, sp.

If enclosures are not as noted, kindly notify us at once.

AS PER ORIGINAL 38 1071

COUNTY OF FORT BEND LETTER OF TRANSMITTAL

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

DATE 4/7/89	JOB NO.
ATTENTION	
RE: Grand Mission, Sections 1 & 2 - Letters of Credit	

TO Mr. Richard L. Forned
15110 Lantern Creek
Houston, TX 77015

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1			Grand Mission, Section 1 - Letter of Credit #1988-09
1			Grand Mission, Section 2 - Letter of Credit #1988-10
1	4-4-89		Copy of Letter to Mr. Wayne Walker

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Richard,

Would you please review & let me know what provisions are being made to renew these Letters of Credit?

CERTIFIED MAIL P-511-001-177

Thank you,

COPY TO Mr. Larry Warenbach, Asst. D.A.
file

SIGNED: Charles Glen Crocker
Assistant County Engineer

If enclosures are not as noted, kindly notify us at once.

38 1072

AS PER ORIGINAL

P 611 001 177

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to Mr. Richard L. Harned	
Street and No. 15110 Lantern Creek	
P.O., State and ZIP Code Houston, TX 77015	
Postage	$ .45
Certified Fee	1.75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	2.20
Postmark or Date 4-7-89	

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1983-403-517

38 1073

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

April 4, 1989

Sandia Federal Savings & Loan Association
Mr. Wayne H. Walker
3030 LBJ Freeway, Suite #1400, LB 29
Dallas, TX 75234

Re: Letter of Credit No. 1988-09 - Grand Mission, Section 1
Letter of Credit No. 1988-10 - Grand Mission, Section 2

Dear Sir:

Letters of Credit #1988-09 and 1988-10, issued by Sandia Federal Savings & Loan Association for the account of John A. Ballis, is due to expire on April 27, 1989.

Please let me know by April 13, 1989, what provisions are being made to renew these Letters of Credit covering the construction and maintenance of roads in Grand Mission, Section 1 and 2.

Current requirements state that Letter of Credit list County Judge Jodie E. Stavinoha or his successors as beneficiary and contain an automatic renewal provision.

You will find attached a copy of the expiring Letters of Credit and also Fort Bend County's Letter of Credit Form, that we prefer you to use.

If you require additional information please call.

Sincerely,

Ronald Drachenberg

Ronald D. Drachenberg, P.E., R.P.S.
County Engineer

RDD/mk
attachments
cc: John A. Ballis, President, The Grand Mission Corp.
Larry Wagenbach, Asst. Dist. Attorney, Civil Div.
Commissioner Alton B. Pressley, Pct. #3
file

SANDIA FEDERAL
SAVINGS AND LOAN ASSOCIATION

AS PER ORIGINAL

3030 LBJ Freeway
Suite 1400, LB 29
Dallas, Texas 75234
(214) 620-7711

38 1074

April 21, 1988

Fort Bend County
400 Jackson Street
Richmond, Texas 77467

Attention: Judge Stavinoha

RE: Irrevocable Commercial Letter of Credit No. 1988-09
Amount: $98,930.00

Gentlemen:

At the request of John A. Ballis, we hereby establish our Irrevocable Letter of Credit in your favor for the account of The Grand Mission Corporation to the extent of and not exceeding Ninety-Eight Thousand, Nine Hundred Thirty Dollars and No/100 ($98,930.00).

This Letter of Credit has been established to guarantee the contractual agreement between The Grand Mission Corporation and Fort Bend County, Texas, to provide a maintenance bond for roads in Grand Mission Section One; VMK Job No. 179-21.

This Letter of Credit is available at sight at Sandia Federal Savings and Loan Association, 500 Marquette N.W., Albuquerque, New Mexico. All drafts must be drawn and negotiated no later than 5:00 p.m. on April 27, 1989. Each draft must be marked "drawn under Letter of Credit Number 1988-09, Sandia Federal Savings and Loan Association, Albuquerque, New Mexico, dated April 21, 1988" and the amount of each draft so drawn so endorsed by the negotiating bank on the reverse side thereof. The presentment of any such draft shall be a warranty by the negotiating bank that such an endorsement has been made.

The original of this Letter of Credit must also accompany all drawings. All drafts drawn under this Letter of Credit shall be accompanied by a sworn statement signed by Fort Bend County Judge Jodie E. Stavinoha or his successors in office certifying that Grand Mission Corporation has failed to build and/or maintain roads within Grand Mission Section One; VMK Job No. 179-21.

We hereby agree with the drawers, endorsers, and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery to drawee of documents as specified.

Unless otherwise expressly stated, this credit is subject to "The Uniform Customs and Practices for Documentary Credits, 1974 Revision, International Chamber of Commerce Brochure Number 290."

Sincerely,

SANDIA FEDERAL SAVINGS AND LOAN ASSOCIATION

Wayne H. Walker

Wayne H. Walker
Senior Vice President

AS PER ORIGINAL

38 1076

P 611 001 174

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to Sandia Federal Savings & Loan	
Street and No. Mr. Wayne H. Walker 3030 LBJ Frwy. Suite 1400	
P.O., State and ZIP Code Dallas, TX 75234 LB 29	
Postage	$ .45
Certified Fee	1.75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2.20
Postmark or Date 4-4-89	

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1983-403-517

AS PER ORIGINAL

SANDIA FEDERAL
SAVINGS AND LOAN ASSOCIATION

3030 LBJ Freeway
Suite 1400, LB 29
Dallas, Texas 75234
(214) 620-7711

April 21, 1988

Fort Bend County
400 Jackson Street
Richmond, Texas 77467

Attention: Judge Stavinoha

RE: Irrevocable Commercial Letter of Credit No. 1988-10
Amount: $55,125.00

Gentlemen:

At the request of John A. Ballis, we hereby establish our Irrevocable Letter of Credit in your favor for the account of The Grand Mission Corporation to the extent of and not exceeding Fifty-Five Thousand, One Hundred Twenty-Five Dollars and No/100 ($55,125.00).

This Letter of Credit has been established to guarantee the contractual agreement between The Grand Mission Corporation and Fort Bend County, Texas, to provide for roads in Grand Mission Section Two, VMK Job No. 179-30.

This Letter of Credit is available at sight at Sandia Federal Savings and Loan Association, 500 Marquette N.W., Albuquerque, New Mexico. All drafts must be drawn and negotiated no later than 5:00 p.m. on April 27, 1989. Each draft must be marked "drawn under Letter of Credit Number 1988-10, Sandia Federal Savings and Loan Associaiton, Albuquerque, New Mexico, dated April 21, 1988" and the amount of each draft so drawn so endorsed by the negotiating bank on the reverse side thereof. The presentment of any such draft shall be a warranty by the negotiating bank that such an endorsement has been made.

The original of this Letter of Credit must also accompany all drawings. All drafts drawn under this Letter of Credit shall be accompanied by a sworn statement signed by Fort Bend County Judge Jodie E. Stavinoha or his successors in office certifying that Grand Mission Corporation has failed to build and/or maintain roads within Grand Mission Section Two; VMK Job. No. 179-30 prior to the roads being accepted for permanent maintenance by Fort Bend County.

We hereby agree with the drawers, endorsers, and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery to drawee of documents as specified.

AS PER ORIGINAL

Unless otherwise expressly stated, this credit is subject to "The Uniform Customs and Practices for Documentary Credits, 1974 Revision, International Chamber of Commerce Brochure Number 290."

Sincerely,

SANDIA FEDERAL SAVINGS AND LOAN ASSOCIATION

Wayne H. Walker

Wayne H. Walker
Senior Vice President

38 1079

AS PER ORIGINAL

P 611 001 175

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

* U.S.G.P.O. 1983-403-517

PS Form 3800, Feb. 1982

Sent to Grand Mission Corp. ~~Mr. Jack A. Ballis, President~~	
Street and No. 11372 Westheimer	
P.O., State and ZIP Code Houston, TX 77077	
Postage	$ .45
Certified Fee	1.75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$2.20
Postmark or Date 4-4-89	

26 38 1080

Konica

AS PER ORIGINAL

April 20, 1989

GOVERNMENT MARKETING

HAND DELIVERED

Honorable Judge Jodi Stavinoha
P.O. Box 368
Richmond, TX 77469

Re: Letter of Protest

Dear Judge Stavinoha:

Konica Business Machines is officially filing a letter of protest with your office concerning your Bid No. 89-044 for photocopiers. We find your entire bid and award methods to be contrary to promoting fair and open competition. Our protest is based on the following irregularities and misrepresentations in your bid, and the barriers that they place to fair competition.

1. Page 1 of your bid under your title Certification, you state "By my signature hereon, I certify that the copy machines which I propose to furnish will meet or exceed every specification contained herein."

Southwest Copiers inaccurately completed this section as their bid did not meet or exceed every specification contained.

Specific citings of this erroneous certification are as follows:

A. Page 3, Item F, Reference. Your bid clearly states that "Bidders must submit with bid a list of three (3) rental copier contracts past and current." You go on to state that these references are "MANDATORY." Southwest Copiers did not submit a single reference in their bid. Your recommendation to accept their bid despite this omission makes a mockery out of your own bid process. Mandatory means no exceptions, and we find the acceptance of their bid to be totally contrary to fair bidding practices.

2. Page 5, Item 6, and Page 7, Item 12 clearly state that the model offered must include a "Reversing Automatic Document Feeder (RADF)." Southwest Copiers in both cases bid and was awarded a copier with merely an automatic document feeder.

On Page 9, Item 17, the bid clearly states that "automatic duplex 1 to 2" is required. Southwest Copiers bid and was awarded a copier model that does not include automatic duplexing.

KONICA BUSINESS MACHINES U.S.A., INC.
1700 WISCONSIN AVENUE, N.W. • WASHINGTON, DC 20007 • 202-337-7646 • FAX 202-337-2820

The machines Southwest Copiers bid are not as feature rich as those required by your bid and were; therefore, less expensive (see copies attached concerning pricing and specifications).

Your failure to follow your own bid requirements has given Southwest Copiers an advantage and benefit not allowed other bidders. Exceptions have been made for Southwest Copiers which established an uneven playing field for your bid process.

Based on the facts that Southwest Copiers did not meet your bid requirements, we request that their bid be rejected immediately and that award be made to the next lowest bidder, Konica Business Machines who did meet all bid specifications.

Your prompt attention to this matter is requested. If you have any questions, please do not hesitate to contact me.

Sincerely,

Kimberly B. Talbot
National Account Manager
State Government

KBT/sel

Attachment

cc: Joe Grooms, Branch Sales Manager -- Houston
Sheila Guilloton, Corporate Counsel
Alex Kovach, Director of Government Sales and Marketing

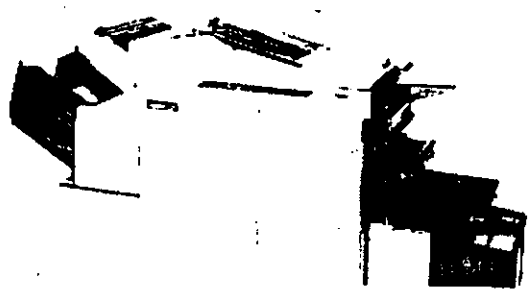
KONICA BUSINESS MACHINES U.S.A., INC.
1700 WISCONSIN AVENUE • WASHINGTON, D.C. 20007 • 202-337-7646 • FAX 202-337-2820

Konica 2803ZMR

AS PER ORIGINAL

GENERAL INFORMATION

Suggested Retail Price:	$5,195
Sales Status of Model:	New
Dataquest Segment:	2
U.S. Availability Date:	September 1985
Manufacturer:	Konishiroku
Country of Manufacture:	Japan
Also Distributed As:	None
Distributed Through:	Branches and dealers
Copier Form/Platen:	Tabletop/Stationary platen
Monthly Copy Volume:	5,000 to 30,000



TECHNOLOGY

Photoconductor:	Selenium tellurium drum
Light Source:	Halogen lamp
Optics System:	Lens & mirror
Development System:	Magnetic brush
Toner:	Dual component dry
Fusing:	Hot roller
Rollers-Number:	2
Rollers-Materials:	Teflon/silicon
Roller Yield-Upper:	60,000
Roller Yield-Lower:	60,000
Fuser Oil Used:	No
PM Cycle:	30,000

SPEED AND INPUT/OUTPUT SIZES

Warmup Time:	1.5 minutes
First Copy Time:	6.0 seconds
Multicopy Speed:	28 cpm
Other Copying Speeds:	N/A
Maximum Original Size:	11 × 17 inches
Copy Size	
Minimum:	5-1/2 × 8-1/2 inches
Maximum:	11 × 17 inches

INPUT AND OUTPUT DEVICES

Paper Feed:	Dual cassette
Total Capacity:	500 sheets
LCC/Capacity:	Optional/1000 sheets
Manual Bypass:	Sheet
Document Feed Device	
SADF:	No
ADF:	Optional
Speed/Capacity:	9 cpm/50 sheets
RDH:	No
Speed/Capacity:	—
CFF:	No
Sorter:	Optional
No. Bins/Capacity:	10,20 bins/30 sheets
Electric Stapler:	No
Finishing:	No

FEATURES

Reduction:	2
Percentages:	65%, 77%
Enlargement:	2
Percentages:	128%, 155%
Variable Magnification:	Standard
Range:	65% to 155% in 1% increments
Auto-magnification:	Standard
Auto-paper-selection:	Standard
Book Copy:	No
Image Shift:	Standard
Color:	Optional cartridges; blue, green, red
Duplexing:	Manual, optional automatic 1:2
Editing:	Mask and trim via keyboard
Pause/Interrupt:	Standard
Other Features:	None

CONTROL PANEL

Multicopy Range:	1-99
Features Selection:	English
Automatic Exposure:	Yes/manual override
Diagnostics	
Replace Consumables:	Words
Paper Jam:	Jam and location indicators
Service Diagnostics:	Codes
Other Controls:	Heavy stock button

PHYSICAL DESCRIPTION

Dimensions (HxWxD):	16-3/4 × 26-1/2 × 25-1/2 inches
Weight:	154 lbs.
Power Requirements:	115V, 15A, 60Hz
Dedicated Power Line:	No

COMMENTS

Retail price does not include platen cover

SUPPLIES

Photoconductor	
Yield:	150,000
Price:	$350
Toner	
Packaging:	200g/bottle
Yield:	5,000/bottle
Price:	$18.00/bottle
Developer	
Packaging:	1.1 kg/bag
Yield:	30,000/bag
Price:	$48.00/bag

PRICING

Suggested Retail:	$5,195
Accessories	
SADF:	—
ADF:	$1,350
RDH:	—
Sorter:	$1,095 (10-bin); $1,695 (20-bin)
LCC:	$900
Other:	$100 (Platen cover); $1,195 (Duplexing); $350 (CD unit)

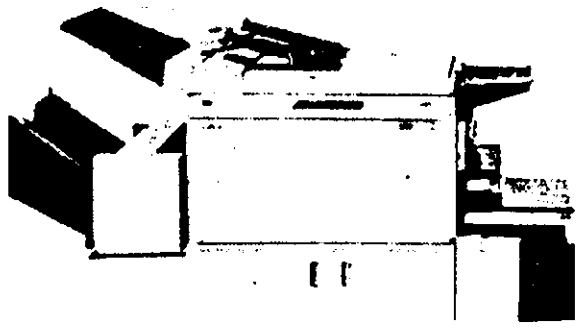
— = Not Applicable

N/A = Not Available

Konica 3290

GENERAL INFORMATION

Suggested Retail Price:	$5,795
Sales Status of Model:	New
Dataquest Segment:	3
U.S. Availability Date:	October 1987
Manufacturer:	Konica
Country of Manufacture:	Japan
Also Distributed As:	None
Distributed Through:	Branches and dealers
Copier Form/Platen:	Tabletop/Stationary platen
Monthly Copy Volume:	1 to 30,000



SPEED AND INPUT/OUTPUT SIZES

Warmup Time:	2.5 minutes
First Copy Time:	5.0 seconds
Multicopy Speed:	32 cpm
Other Multicopy Speeds	
Automatic Exposure:	27 cpm
1:2 Duplexing:	8 cpm
2:2 Duplexing:	6 cpm
Other:	N/A
Maximum Original Size:	11 x 17 inches
Copy Size	
Minumum:	5-1/2 x 8-1/2 inches
Maximum:	11 x 17 inches
Edge Deletion:	3/8" lead

INPUT AND OUTPUT DEVICES

Paper Feed:	Dual cassette
Total Capacity:	500 sheets
LCC/Capacity:	Optional/1,000 sheets
Manual Bypass:	Sheet
Document Feed Device	
SADF:	No
ADF:	No
First Copy Time:	—
Multicopy Speed:	—
Capacity:	—
RADF:	Optional
First Copy Time:	6.0 seconds
Multicopy Speed:	16 cpm
Capacity:	50 sheets
RDH:	No
First Copy Time:	—
Multicopy Speed:	—
Capacity:	—
CFF:	No
Sorter:	Optional
No. Bins/Capacity:	20 bins/30 sheets
Stapler:	No
Finishing:	No

PHYSICAL DESCRIPTION

Dimensions (HxWxD):	17 x 28 x 25 inches
Weight:	148 lbs.
Power Requirements:	115V, 60Hz
Dedicated Power Line:	No

FEATURES

Reduction:	2
Percentages:	65%, 77%
Enlargement:	1
Percentages:	129%
Variable Magnification:	Standard
Range:	65% to 155% in 1.0% steps
Auto-magnification:	Standard
Auto-paper-selection:	Standard
Book Copy:	No
Image Shift:	Standard
Color:	Optional cartridges: blue, green, red
Duplexing:	Manual, optional automatic 2:2
Maximum Copy Size:	11 x 17 inches
Tray Capacity:	50 sheets
Editing:	Mask and trim via keyboard
Other Features:	None

TECHNOLOGY

Photoconductor:	Selenium tellurium drum
Optics System:	Lens and mirror
Development System:	Magnetic brush
Toner:	Dual component dry
Fusing:	Hot roller
Rollers-Number:	2
Rollers-Material:	Teflon
Roller Yield-Upper:	60,000
Roller Yield-Lower:	60,000
Fuser Oil Used:	No
PM Cycle:	50,000

CONTROL PANEL

Multicopy Range:	1-99
Automatic Exposure:	Yes
Pause/Interrupt:	Standard

SUPPLIES

Photoconductor	
Yield:	150,000
Price:	$350.00
Toner	
Package:	Cartridge
Amount:	200g
Yield:	5,000
Price:	$19.00
Developer	
Package:	Cartridge
Amount:	1.1 kg
Yield:	30,000
Price:	$50.00

PRICING

Suggested Retail:	$5,795
Accessories:	
SADF:	—
ADF:	—
RADF:	$1,545
RDH:	—
Sorter:	$1,695
LCC:	$900
Other:	$1,245 (Duplexing); $100 (Platen cover); $350 (CD unit)

— = Not Applicable

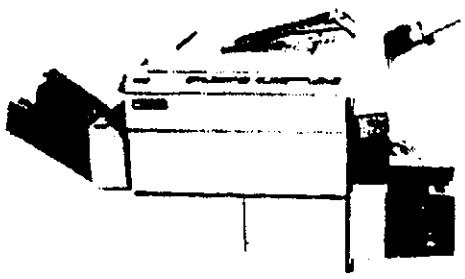
N/A = Not Available

© 1988 Dataquest Incorporated

Konica 2502MR

GENERAL INFORMATION

SuggestedRetail Price:	—
Sales Status of Model:	Discontinued
Dataquest Segment:	2
U.S. Availability Date:	April 1984
Manufacturer:	Konishiroku
Country of Manufacture:	Japan
Also Distributed As:	None
Distributed Through:	Branches and dealers
Copier Form/Platen:	Tabletop/Stationary platen
Monthly Copy Volume:	1 to 25,000



TECHNOLOGY

Photoconductor:	Selenium tellurium drum
Light Source:	Halogen lamp
Optics System:	Lens & mirror
Development System:	Magnetic brush
Toner:	Dual component dry
Fusing:	Hot roller
Rollers-Number:	2
Rollers-Materials:	Teflon
Roller Yield-Upper:	80,000
Roller Yield-Lower:	80,000
Fuser Oil Used:	No
PM Cycle:	20,000

SPEED AND INPUT/OUTPUT SIZES

Warmup Time:	1.5 minutes
First Copy Time:	6.0 seconds
Multicopy Speed:	25 cpm
Other Copying Speeds:	N/A
Maximum Original Size:	11 × 17 inches
Copy Size	
Minimum:	5-1/2 × 8-1/2 inches
Maximum:	11 × 17 inches

INPUT AND OUTPUT DEVICES

Paper Feed:	Dual cassette
Total Capacity:	500 sheets
LCC/Capacity:	Optional/1000 sheets
Manual Bypass:	Optional sheet
Document Feed Device	
SADF:	No
ADF:	Optional
Speed/Capacity:	15 cpm/50 sheets
RDH:	No
Speed/Capacity:	—
CFF:	No
Sorter:	Optional
No. Bins/Capacity:	10 bins/30 sheets
Electric Stapler:	No
Finishing:	No

FEATURES

Reduction:	2
Percentages:	64%, 78%
Enlargement:	2
Percentages:	129%, 156%
Variable Magnification:	No
Range:	—
Auto-magnification:	No
Auto-paper-selection:	Standard
Book Copy:	No
Image Shift:	No
Color:	No
Duplexing:	Manual
Editing:	No
Pause/Interrupt:	Standard
Other Features:	Optional third paper feed

CONTROL PANEL

Multicopy Range:	1-99
Features Selection:	English
Automatic Exposure:	Yes
Diagnostics	
Replace Consumables:	Words
Paper Jam:	Jam and location indicators
Service Diagnostics:	Text
Other Controls:	None

PHYSICAL DESCRIPTION

Dimensions (HxWxD):	17 × 27 × 25 inches
Weight:	170.5 lbs.
Power Requirements:	115V, 11A, 60Hz
Dedicated Power Line:	No

SUPPLIES

Photoconductor	
Yield:	150,000
Price:	$350
Toner	
Packaging:	200g/bottle
Yield:	6,000/bottle
Price:	$17.40/bottle
Developer	
Packaging:	1.1 kg/bag
Yield:	20,000/bag
Price:	$46.00/bag

PRICING

Suggested Retail:	—
Accessories	
SADF:	—
ADF:	Dependent on condition
RDH:	—
Sorter:	Dependent on condition
LCC:	Dependent on condition
Other:	—

— = Not Applicable

N/A = Not Available

38 1085

291

RENTAL OF COPY MACHINES FOR FORT BEND COUNTY
BID #89-044

COMPANY	TOTAL MONTHLY BID PRICE FOR NINETEEN (19) MACHINES	REFERENCES SUBMITTED	DELIVERY	COST 12 MONTHS PLUS INSTALLATION (19 MACHINES)
SOUTHWEST COPIERS, INC. 909 6TH ST. ROSENBERG, TEXAS 77471	$2,718.60	*SEE NOTE BELOW	$40.00	$33,383.20
KONICA BUSINESS MACHINES 10161 HARWIN DR. STE #117 HOUSTON, TEXAS 77036	$2,733.00	YES	$60.00	$33,936.00
ALLSTATE COPY SYSTEMS, INC. 9818 WILCREST HOUSTON, TEXAS 77099	$3,298.20	YES	$31.00	$40,167.40
GLOBAL SERVICES, INC. P.O. BOX 14689 HOUSTON, TEXAS 77221-4689	$3.726.00	YES	$75.00	$46,137.00
MINOLTA CORP. 2872 ANTOINE DR. HOUSTON, TEXAS 77092	$4,112.40	YES	$100.00	$51,248.80
MONROE SYSTEMS FOR BUSINESS 9488 KIRBY DR. HOUSTON, TEXAS 77054	$7,323.00	YES	$50.00	$88,823.00
PITNEY BOWES, INC. 4200 WESTHEIMER #101 HOUSTON, TEXAS 77027	UNABLE TO TABULATE: VENDOR PROVIDED THREE DIFFERENT PRICES FOR EACH MACHINE UNABLE TO DETERMINE COST PER COPY BID PRICE PER MACHINE.			

*BID FROM LOW BIDDER (SOUTHWEST COPIERS) DID NOT INCLUDE REFERENCES AS REQUIRED BY BID SPECS. SOUTHWEST COPIERS NOW HAS APPROXIMATELY 18 COPIERS RENTED TO FORT BEND COUNTY WITH NO REPORTED PROBLEMS. RECOMMEND COMMISSIONERS COURT WAIVE THIS AS A MINOR ADMINISTRATIVE DEFICENCY.

38 1086

26/2

CONTRACT FOR GROUNDSKEEPING SERVICES. BID #89-045

COMPANY	MONTHLY BID PRICE PRIMARY LOCATIONS	MONTHLY BID PRICE OPTIONAL LOCATIONS: SUGAR LAND ANNEX	MAMIE GEORGE LIBRARY	ALBERT GEORGE LIBRARY	MONTHLY TOTAL ALL LOCATIONS	PROOF OF INSURANCE SUBMITTED
THE GREATEST JANITORIAL SERVICE, INC. HOUSTON, TEXAS	$ 553.75	$110.00	$157.92	$165.00	$ 986.67	YES
REPUBLIC LANDSCAPING STAFFORD, TEXAS	$ 770.00	$150.00	$150.00	$210.00	$1,280.00	YES
TONY'S LAWN SERVICE ROSENBERG, TEXAS	$ 900.00	$200.00	$200.00	$200.00	$1,500.00	YES
MCELFRESH LANDSCAPE DESIGN RICHMOND, TEXAS	$ 840.00	$180.00	$180.00	$360.00	$1,500.00	YES
R & I LAWN SERVICE ROSENBERG, TEXAS	$ 900.00	$200.00	$180.00	$300.00	$1,580.00	YES
KENNEDY INDUSTRIES, INC. HOUSTON, TEXAS	$1,200.00	$300.00	$250.00	$250.00	$2,000.00	YES
H.L.S. COMPANIES HOUSTON, TEXAS	$2,400.00	$427.50	$712.50	$285.00	$3,825.00	YES
TWIN CEDAR MAINTENANCE STAFFORD, TEXAS	$2,601.20	$579.34	$325.25	$325.25	$3,830.95	YES
PENA'S SERVICES ROSENBERG, TEXAS	$1,125.00	$150.00	$225.00	$225.00	$1,725.00	NO
CHIPCO, INC. RICHMOND, TEXAS	$4,000.00	$345.00	$300.00	$345.00	$4,600.00	NO
CUTTERS COMPANY STAFFORD, TEXAS	$4,831.20	$402.60	$402.60	$402.60	$6,039.00	NO

38 1087 ~~26~~ 27

AS PER ORIGINAL

INVITATION FOR BIDS
ANNUAL CONTRACT FOR THE PURCHASE OF DIESEL FOR FORT BEND COUNTY AND THE FORT BEND COUNTY DRAINAGE DISTRICT
(EXPIRES: 30 JUNE 1989)
ISSUED BY THE FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 14 - 88	89-010	10 - 31 - 88	1	6

Sealed bids subject to the Terms and Conditions of this Invitation for Bids for the purchase of diesel for Fort Bend County and the Fort Bend County Drainage District, as described on the attached specifications, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, 507 Jackson St., Richmond, Texas 77469 until **1:30 P.M., MONDAY, NOVEMBER 14, 1988** at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject any or all bids. Do not add sales tax in bid price, Fort Bend County is tax exempt. Submit bid on this form in its entirety. Insure that all pages of bid form are signed or initialed. Bids not submitted on this bid form will be disqualified. Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, **DO NOT TELEPHONE THE PURCHASING DEPARTMENT.** Add nothing to this bid, unsolicited attachments will be discarded.

Sugar Land Bulk Oil Co.
LEGAL NAME OF CONTRACTING COMPANY

Andrew S. Leach	Vice President	242-1212
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
P.O. Box 133	Sugar Land, TX	77487
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
518 Imperial	Sugar Land, TX	77478
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE DIESEL WHICH I PROPOSE TO FURNISH WILL MEET OR EXCEED EVERY SPECIFICATION CONTAINED HEREIN. FURTHER I AGREE THAT IF MY BID IS ACCEPTED I SHALL PERFORM AS REQUIRED IN THIS INVITATION FOR BIDS. I AM AWARE THAT, ONCE ACCEPTED, MY BID BECOMES A BINDING CONTRACT.

SIGN HERE: Andrew S. Leach — 11-14-88
DATE

Andrew S. Leach	Vice President	242-1212
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED: _____ _____
COUNTY JUDGE, FORT BEND COUNTY, TEXAS — DATE

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 14 - 88	89-010	10 - 31 - 88	2	6

A. SCOPE:

It is the intent of Fort Bend County to purchase DIESEL for use by all County facilities of Fort Bend County as well as Fort Bend County Drainage District which meet the following specifications.

B. TERM:

This bid is for 6 months, 1 January 1989 thru 30 June 1989. For Bend County reserves the right to extend this contract, every six (6) months (24 months maximum), upon mutual agreement, under the same terms and conditions.

C. INSURANCE:

Bidder must provide proof of liability insurance in the minimum of $100,000/$300,000/$100,000.

D. BID BOND:

A bid bond in the amount of $1,000.00 must accompany bid. Bid Bond to be in the form of a Cashier's check payable to Fort Bend County. Successful bidder's bid bond will become a performance bond upon award of bid, and will be returned to successful bidder 15 days after expiration of contract. Unsuccessful bidder's checks will be returned, upon written request, 15 days after award of bid by the Fort Bend County Commissioners Court.

E. SUBCONTRACTING:

No part of this bid shall be subcontracted to another party furnishing fuel without the written approval of the County.

F. CONTACT:

For additional information contact Mr. Gilbert Jalomo, Assistant Purchasing Agent at 342-3411 extension 640.

G. VENDOR RESPONSIBILITIES:

Contractor to be responsible for insuring constant availability of fuel and the absence of excessive water at the various pumps throughout Fort Bend County.

INITIALS OF BIDDER: ASL DATE: 11-14-88

1. On a recurring basis, frequency to be determined by the vendor, he shall measure the fuel at each location.

2. Vendor is to use water indicating paste (Testmaster or equal) on the measuring stick each time fuel is measured in each tank. Any indication of water must be reported to Purchasing Agent (713-342-3411 x 240) immediately. Minor amounts of water in the tank will not preclude delivery.

3. If fuel is needed, vendor shall contact a County employee at that location for authorization to begin delivery. The County employee must provide to the vendor a Purchase Order number before delivery is made.

4. A single episode of the vendor permitting a tank to become empty shall be cause for Fort Bend County to cancel the bid.

H. **QUALITY CONTROL:**

Fort Bend County reserves the right to catch samples and test fuels at time of delivery for specification compliance. Costs for tests shall be borne by the Contractor in the event product fails to comply. Samples may be taken from delivery truck at time of delivery in the presence of the driver or vendors representative. If an on-the-spot test indicates the fuel contains alcohol the delivery will not be accepted. Vendor remains responsible for insuring an uninterrupted supply of fuel to each location.

1. Fuel must contain no alcohol additives or extenders.

2. Diesel fuel must meet ASTM Spec #2-D and have a minimum rating of 40 cetane.

3. Fuels must meet all Colonial Pipeline Specifications.

4. Diesel fuel must be pulled from a terminal operated by one of the following suppliers: CHEVRON, EXXON, MOBIL, PHILLIPS 66, SHELL, TEXACO.

I. **DELIVERY:**

All delivered product shall be transferred only to County owned tanks as listed on the attachment. Delivery trucks shall be equipped with accurate measuring devices and quantities must be verifiable by County personnel upon completion of delivery. Contractor must be able to furnish certifications issued by the State of Texas which verify tank capacities on each truck. Deliveries shall be made on a measured gallon basis. Delivery ticket must reflect gallons delivered and temperature of fuel when delivered. Invoices

---

INITIALS OF BIDDER: ASL DATE: 11-14-88

must be adjusted to reflect a net gallon delivery corrected to 60 degrees Fahrenheit.

1. Vendor must have capability of one hour delivery in the event of an emergency.

2. The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent. Successful bidder shall not deliver products or services in excess of those authorized and under no circumstances will Fort Bend County be liable for products or services which exceed the amounts authorized by the Purchase Order.

3. All deliveries must be made and completed between 8:00 a.m. and 4:00 p.m., Monday thru Friday.

4. Vendor delivery vehicles shall meet or exceed all applicable EPA and OSHA rules and standards.

5. Fort Bend County reserves the right to add or delete delivery locations as needed.

J. CONTRACT CANCELLATION:

Failure by the vendor to perform under this contract shall be cause for cancellation of the contract by Fort Bend County; fuel will then be purchased on the open market, charging back to the vendor the difference between market and contract price, subtracting such total from outstanding invoices or the performance bond. Fort Bend County further reserves the right to cancel this contract at any time with 30 days written notice.

K. PROJECTED REQUIREMENT FOR 6 MONTHS:

No. 2 Diesel 200,000 gallons

The fuel usage quantity listed is estimated for a 6 month period. Fort Bend County does not guarantee that this amount will be purchased.

L. PAYMENT BY FORT BEND COUNTY:

County guarantees payment within 30 days after receipt of invoice by County Auditor.

INITIALS OF BIDDER: ASL DATE: 11-14-88

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 14 - 88	89-010	10 - 31 - 88	5	6

M. IRS REGISTRY:

Vendor must have been issued, and have in current status the IRS CERTIFICATE OF REGISTRY (Form 637). Submit copy with bid and bond.

N. PRICE:

Vendors shall bid a fixed price differential above or below the AVERAGE price posted for #2 diesel in the OIL PRICE INFORMATION SERVICE (OPIS) PAD3 REPORT for Houston, Texas. The AVERAGE price may vary from week to week; however, the price differential (+ or -) must remain constant for the duration of the contract. In arriving at the invoice price the vendor shall apply the differential to the AVERAGE price shown on the PAD3 REPORT received Monday of the week following the week during which delivery is made (NOTE: To avoid delay in payment please adhere to this provision to the letter).

Selling price shall not include Federal excise tax or tax on diesel fuel. Fort Bend County is tax exempt.

PLEASE COMPLETE THE FOLLOWING:

PRICE BID (+ or -) OPIS PAD 3 AVERAGE FOR HOUSTON, TEXAS:

#2 DIESEL $ + 0.035

INITIALS OF BIDDER: ASL DATE: 11-14-88

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 14 - 88	89-010	10 - 31 - 88	6	6

TANK CAPACITY BY GALLONS AT EACH LOCATION

DEPT/LOCATION	NO. 2 DIESEL
Precinct #1 Commissioner 201 Payne Lane Crabb, Texas	4,000 900 (overhead)
Precinct #2 Commissioner 9110 Long Needville, Texas	3,000
Precinct #2 Commissioner 2725 FM 521 Fresno, Texas	800 500
Precinct #3 Commissioner 1809 Eldridge Rd. Sugar Land, Texas	8,000
Precinct #3 Commissioner 19310 Canal Rd. Richmond, Texas	8,000
Precinct #4 Commissioner 8100 Hwy 359 South Fulshear, Texas	4,000
Drainage District 6400 Homestead Rd. Rosenberg, Texas	4,000

AUXILIARY GENERATORS

DEPT/LOCATION	NO. 2 DIESEL
George Memorial Library 1001 Golfview Dr. Richmond, Texas	1,100
Sheriff Department 1410 Ransom Rd. Richmond, Texas	

INITIALS OF BIDDER: ASL DATE: 11-14-88

Form **637**
(Rev October 1987)
Department of the Treasury
Internal Revenue Service

Registration for Tax-Free Transactions Under Chapters 31, 32, and 38 of the Internal Revenue Code

(This Application Should Also Be Used by Taxpayers Required To Register Under Section 4101.)

No. 76-88-03632Z
OMB No. 1545-0011
Expires 10 31 90

38 1093

AS PER ORIGINAL

Please type or print

Name of individual, corporation, partnership, association, etc
Three L., Inc.

Name under which business is operated
Three L., Inc.

Business address (number and street)
707 W. Cavalcade

City, state, and ZIP code
Houston, TX 77009

Social security or employer identification number
1-74-1934700-4

Telephone number
(713) 880-2811

Will you be required to file Form 720? X Yes No

Have you previously applied for a Certificate of Registry or [redacted] X Yes No

Application is hereby made for a Certificate of Registry in the name(s) indicated above
The applicant is a:

Manufacturer | Refiner | Importer | Terminal operator | Throughputter | X Selling or | Specify type of product
Retailer | Blender | Compounder | X Other (specify) ▶ Whsl. Dist. | X Buying | Diesel & Heating Oil

The applicant affirms that use of articles bought or sold tax free is to be for the purpose specified in applicable provisions of law and regulations and understands that misuse of this certificate will lead to its revocation and/or the penalties provided by law.

See *Who May Register* on page 2 and check the applicable letter(s) I qualify as

a b c d e f g i k p q s t and/or X other (specify) ▶ Wholesale Distributor

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete

Signature ▶ Arthur A. Jacobs (Please type or print name below your signature.) Title ▶ Vice President Date ▶ 4/10/88

Paperwork Reduction Act Notice.—We ask for this information to carry out the Internal Revenue laws of the United States. We need it to ensure that taxpayers are complying with these laws and to allow us to figure and collect the right amount of tax. You are required to give us this information.

District Director's Validation.—A Certificate of Registry for the above applicant is approved and issued under the number shown.

ARTURO A. JACOBS By Regina Darling Date 5-20-88
District Director of Internal Revenue

RECESS:

Commissioners Court recessed at 11:30 a.m.

RECONVENE:

Commissioners Court reconvened at 1:30 p.m.

29. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE PURCHASE OF 3 OR MORE NEW TYPE I AMBULANCES WITH OR WITHOUT TRADE-IN FOR E.M.S. (#89-046):

The following bids were presented to Commissioners Court for review.

A) COLLINS AMBULANCE SALES
B) FRAZIER, INC.
C) SOUTHERN AMBULANCE BUILDERS (no bid)
D) FIRST RESPONSE

30. APPROVE BILLS:

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

31. ADJOURNMENT:

Commissioners Court adjourned at 1:35 p.m. Monday, April 17, 1989.

38 1095

BID ITEM: THREE (3) OR MORE NEW TYPE 1 AMBULANCES WITH OR WITHOUT TRADE-IN

BID NUMBER: 89-046

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'065'$CATEGORY

VENDOR NAME	BID PRICE
	~~TRADE-IN~~
~~AMBULANCE~~	
~~COLLINS FORD, INC.~~	~~61,820. / 4750, 5750, 3000~~
AMERICAN TRANSCOACH, INC.	
~~AMERICAN TRANSCOACH, INC.~~	
COLLINS AMUBLANCE SALES	61,220. / 4750, 5750, 3000
DUB MILLER FORD, INC.	
EMERGENCY & SAFETY PRODUCTS	
EXCELLANCE, INC.	
FIRE AND SAFETY EQUIPMENT	
FRAZIER, INC.	62,625. / NO TRADE-IN
FT BEND CHAMBER OF COMMERCE 3	
HELFMAN FORD	
JOE MYER'S FORD INC.	
KNAPP CHEVROLET	
ROSENBERG/RICHMOND CHAMBER - 4	
RUSSELL BROS. OF TEXAS	
SOUTHERN AMBULANCE BUILDERS	NO BID
~~SOUTHERN AMBULANCE BUILDERS~~	
SOUTHWEST PROFESSIONAL VEHICLE	
SUPERIOR CUSTOM PRODUCTS	
~~SUPERIOR CUSTOM PRODUCTS~~	
FIRST RESPONSE	63,655. / 5500, 5500, 2,000

4-17-89
adjourn 1:35PM

38 1096

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

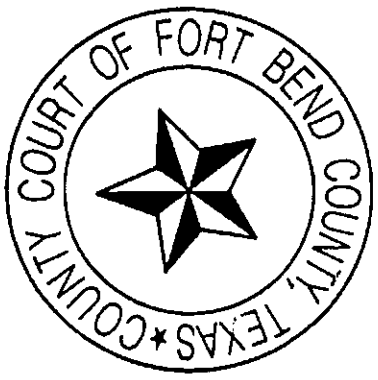
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MAY 12, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg.999

ENDING WITH
FILM CODE NO. 89vol.38pg.1095



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF MAY, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 1098.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, APRIL 24, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of April 17, 1989.

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. Mr. Maxson Barnett, re: Pct. 2 redistricting plans.

6. Consider approval of tax abatement agreement between Fort Bend County and the Albis Corporation.

7. Consider approval of payment schedule to Polly Ryon Memorial Hospital for indigent care.

8. Consider first quarter payment of local matching funds in the amount of $22,027.50 to Riceland Mental Health Authority.

9. Consider restricted parking at Travis Annex parking lot.

10. Consider additional telephones for Travis Annex.

11. Consider advertising for bids for renovations to Adult Probation Bldg.

12. Consider approval of change orders from VanSickle, Mikelson & Klein and Tri-Universal Industrial for the 5th Street (Stafford) Water/~~Sewe~~r Project.

13. Consider application from H.L.S. Companies to construct a driveway off of Lexington Blvd., Pct. 3.

14. Consider accepting Kettler Rd. into the County road maintenance system, Pct. 2.

15. Consider accepting easement through Pecan Bend Property Owners Assn. Land, Pct. 2.

16. Consider executing agreement for janitorial services, Pct. 2 Constable.

17. Consider accepting streets in San Miguel, Sec. 3 into the County road maintenance system, Pct. 3.

18. Consider approving voter precinct line changes and adopting voter precinct map with metes and bounds description.

19. Accept or reject bids on purchase of 3 or more new Type 1 Ambulances with or without trade-in for E.M.S. (#89-046).

20. 10:00 a.m. - Hold public hearing for review of traffic study of Old Towne Lane, Pct. 3 and consider taking action.

21. 10:15 a.m. - Hold public hearing on partial replat of Sugar Crossing, Pct. 3 and consider taking action.

22. 10:30 a.m. - Hold public hearing to consider closing Cow Creek Bridge for repair, and consider taking action.

23. Meet in Closed Session to discuss land matters (Blue Ridge lease agreement) and personnel matters (Data Processing and Drainage District), as authorized by Art. 6252-17, Sec. 2(f&g), V.T.C.S., and consider taking action.

24. 1:30 p.m. - Open and consider bids for the following: (1) One or more new large document copier (#89-047); (2) One or more new full-size utility vehicle (#89-048).

25. Approve bills.

26. Adjournment.

FILED FOR RECORD

TIME 2:40 ~~A.M.~~ P.M.

APR 20 1989

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, April 20, 1989 at 2:50 p.m. by Norma Laudry.

REGULAR SESSION

BE IT REMEMBERED That on this 24TH day of APRIL, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

Condolences to the Browning Family on the death of Earl Browning.

Johnnie Cooper, County Extension Agent presented certificates of certification from Texas A&M University for continuing education credits to County Judge, All Commissioners, Tax Assessor/Collector, County Clerk and District Clerk.

1. APPROVE MINUTES OF MEETING OF APRIL 17, 1989:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve meeting of April 17, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out-of-town travel request for DISTRICT ATTORNEY, 268TH DISTRICT COURT, VETERAN OFFICER, LIBRARY, TAX ASSESSOR/COLLECTOR FIRE MARSHALL, COUNTY COURT AT LAW #2, COMMISSIONER PCT. #2, EMERGENCY MANAGEMENT & COUNTY JUDGE. (Recorded in minutes in full)

5. MR. MAXSON BARNETT, RE: PCT. 2 REDISTRICTING PLANS:

Ike Watkins, Jr., President of Missouri City NAACP presented a letter regarding the recent changes to voting precinct lines.

No court action.

6. CONSIDER APPROVAL OF TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY AND THE ALBIS CORPORATION:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve tax abatement agreement between Fort Bend County and the Albis Corporation as presented by Ronald Krainz, President, Albis Corp. (Recorded in minutes in full)

Texas Agricultural Extension Service
The Texas A&M University System

COUNTY JUDGES & COMMISSIONERS' CONFERENCE - Held Oct. 25-27, 1987:

Continuing Education Sheets for:

NAME	EDUCATION UNITS	DEPARTMENT
Johnnie Pustka	0.8	Precinct 1
Ben Denham	0.8	Precinct 2
Bob Lutts	0.8	Precinct 4

30TH ANNUAL COUNTY JUDGES & COMMISSIONERS' CONFERENCE- Held Jan.25-28,1988:

Certificates for:

NAME	EDUCATION UNITS	DEPARTMENT
Jodie E. Stavinoha	2.0	County Judge
Johnnie Pustka	1.6	Precinct 1
Ben Denham	1.6	Precinct 2
Bob Lutts	1.6	Precinct 4

31ST ANNUAL COUNTY JUDGES & COMMISSIONERS' CONFERENCE-Held Jan. 24-26, 1989:

Certificates for:

NAME	EDUCATION UNITS	DEPARTMENT
Jodie E. Stavinoha	1.2	County Judge
R. L. "Bud" O'Shieles	1.2	Precinct 1
Ben Denham	1.2	Precinct 2
Alton Pressley	1.2	Precinct 3
Bob Lutts	1.2	Precinct 4

Educational programs conducted by the Texas Agricultural Extension Service serve people of all ages regardless of socioeconomic level, race, color, sex, religion, handicap or national origin.

The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

16TH ANNUAL COUNTY & DISTRICT CLERKS' SEMINAR-Held Feb. 2-4, 1988:

Certificates for:

NAME	EDUCATION UNITS	DEPARTMENT
Dianne Wilson	1.6	County Clerk
Glory Ketelers	1.8	District Clerk
Janice Wile		District Clerk
Diana J. Bezecny		District ~~Attorney~~ Clerk
Maxine Zomalt		District Clerk
Wayne Massey		County Clerk
Efrem Washington		County Clerk
Darlen Stegemiller		County Clerk

5TH ANNUAL COUNTY TAX ASSESSOR-COLLECTORS' SEMINAR-Held Jan.10-12, 1988:

Certificates for:

NAME	EDUCATION UNITS	DEPARTMENT
Marsha P. Gaines	1.1	Tax Office
Judy Harms	1.1	Tax Office
Pam Wittneben	1.1	Tax Office
Lydia Bourg	1.1	Tax Office

6TH ANNUAL SEMINAR, COUNTY TAX ASSESSOR-COLLECTORS-Held Nov.13-15, 1988:

Certificates for:

NAME	EDUCATION UNITS	DEPARTMENT
Lydia Bourg		Tax Office
Yvonne Weeks		Tax Office

38 1103 4

COUNTY OF FORT BEND

RECEIVED
APR 21 1989
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

MARSHA P. GAINES

PAMELA K.WITTNEBEN

JUDITH A. HARMS

LYDIA BOURG

Period: Date of Departure JUNE 9, 1989

Date of Return JUNE 12, 1989

Purpose of Trip: T.A.A.O. CONFERENCE

Places to be Visited: BEAUMONT, TEXAS

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

Marsha P. Gaines
Name

APRIL 18, 1989
Date

TAX ASSESSOR/COLLECTOR
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4/24/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 1104

RECEIVED
APR 19 1989

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Mel Speed

DATE OF DEPARTURE: May 30, 1989

DATE OF RETURN: June 2, 1989

DESTINATION: San Antonio, Texas

PURPOSE OF TRIP: Attend State Division of Emergency Management Workshop

MODE OF TRANSPORTATION: Personal Vehicle

****

DEPARTMENT HEAD APPROVAL: Mel Speed, Coordinator, F.B.C. Emergency Management
Name & Department

DATE: 4-19-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 4/24/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

38 1105

RECEIVED
APR 19 1989
COUNTY JUDGE

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:

Roman S. Bohachevsky, Carol Vaughan, Sylvia Powers
Jane Powell, Molly Krukewitt, Edna Platte
Laura Calub, Lorri Lessey
Patricia Spiller, Ruth Jarmusz

Period: Date of Departure June 21, 1989

Date of Return June 28, 1989

Purpose of Trip: To attend American Library Association conference.

Places to be Visited: Dallas, Texas.

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

R. S. Bohachevsky
Name

4-20-89
Date

County Librarian
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4/24/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 1106

COUNTY OF FORT BEND

RECEIVED APR 19 1989 COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure April 25, 1989

Date of Return April 26, 1989

Purpose of Trip: Discussion of Fort Bend Freeway proposal

Places to be Visited: Austin, Texas

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

B. G. Denham
Name

April 20, 1989
Date

Commissioner - Precinct 2
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4/24/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 1107

RECEIVED
APR 21 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure 5/11/89

Date of Return 5/11/89

Purpose of Trip: QUARTERLY SERVICES OFFICER MEETING WITH THE VETERANS ADMINISTRATION REGIONAL DIRECTOR

Places to be Visited: HOUSTON TX

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

PATRICK R. CONRAD
Name

4/20/89
Date

VETERAN SERVICE OFFICER
Title

* *

Approved: Commissioners' Court

County Judge

4/24/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 1108

RECEIVED
APR 19 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure July 12, 1989

Date of Return July 15, 1989

Purpose of Trip: Texas College of Probate Judges Conference

Places to be Visited: Austin, Texas

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

Walter [illegible]
Name

April 17, 1989
Date

Judge, County Court at Law No. 2
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4/24/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

FORT BEND COUNTY
TRAVEL AUTHORIZATION

38 1109
APR 19 1989

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Gary Tilton

DATE OF DEPARTURE: June 2, 1989

DATE OF RETURN: June 2, 1989

DESTINATION: League City, Texas

PURPOSE OF TRIP: Attend Annual Hurricane Workshop

MODE OF TRANSPORTATION: County Car

****

DEPARTMENT HEAD APPROVAL: Gary Tilton, F.B.C. Fire Marshal/Safety Dir.
Name & Department

DATE: 4-17-89

Signature

****

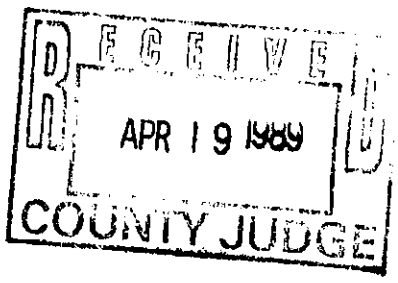
APPROVED COMMISSIONERS COURT: Presiding Official

Date 4/24/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

38 1110



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:

Brady G. Elliott

Period: Date of Departure May 10, 1989

Date of Return May 12, 1989

Purpose of Trip: Judicial Conference

Places to be Visited: Huntsville, Texas

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

Name

April 14, 1989
Date

Judge, 268th Judicial District Court
Title

* *

Approved: Commissioners' Court

County Judge

4/29/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 1111

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
APR 19 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Larry Wagenbach

DATE OF DEPARTURE: 3-12-89

DATE OF RETURN: 3-13-89

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Legislative Council

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick Criminal Dist. Attorney
Name & Department

DATE: 4-15-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 4/24/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Judge Jodie E. Stavinoha

Period: Date of Departure April 25, 1989

Date of Return April 26, 1989

Purpose of Trip: To Attend 1990 Cenus of Population and Housing

Places to be Visited: Galveston Texas

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

Name

April 24, 1989
Date

County Judge
Title

* *

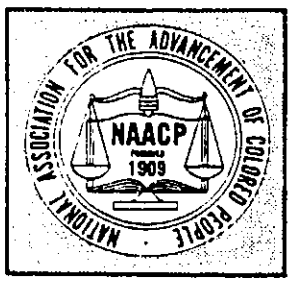
Approved: Commissioners' Court

County Judge

April 24, 2989
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL 38 1113 5



MISSOURI CITY & VICINITY BRANCH

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE
P. O. BOX 1053 - 2440 FM 2234, SUITE 290
MISSOURI CITY, TEXAS 77459

IKE WATKINS, JR.
PRESIDENT

OFFICERS

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Linda Coleman
2nd Vice President
Clarence Holliday
3rd Vice President
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Ernest L. Brown, Jr.
Treasurer
Janice Gentry
Asst. Secretary

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Yvonne Donahoe
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Rose Griffin
Hopeton Hay
Jynell Holliday
Debra R. Jordan
Sandra Kemp
Eddie C. McNack
Ronald Mitchell
Carl L. Mouton
Gloria Rand
Charles Rencher
Rev. Manuel Rice
Willie Rollins
Gordon White, Jr.
Charlie E. Woodson

April 24, 1989

Judge Jodie Stavinoha &
Commissioners Court
500 Jackson Street
Richmond, Texas 77469

Dear Judge Stavinoha & Commissioners:

The Missouri City & Vicinity Branch, NAACP is unequivocally opposed to the Proposed Redistricting Plan submitted to and approved by Commissioners Court and subsequently submitted to the Justice Department. The Proposed Redistricting Plan has strong overtones of being self-serving and politically motivated because it is usurping what the 1990 Census will possibly reveal or what a viable political candidate would do in the political arena of Precinct #2.

The NAACP finds it strange, if not suggestive, that the Proposed Redistricting Plan was kept so secretive and no formal public meetings were announced and held to allow the citizens of Fort Bend County an opportunity to verbalize their concerns. Perhaps, the salient issues listed below were being avoided -

1. Costing taxpayers needless dollars to perpetuate a racially basis attitude and atmosphere in Fort Bend County.
2. Diluting minority voting strength in Precinct #2.
3. Reducing the chances of a Back Person being elected to Public Office in Fort Bend County.
4. Duplicating efforts that will take place after the 1990 Census.

In view of the NAACP's opposition to the Proposed Redistricting Plan, we are requesting that the following information be made available to the NAACP by noon, Friday, April 28, 1989:

1. The Proposed Redistricting Plan.
2. A Map of The Proposed Realigned Voting Precincts.
3. All Information submitted to the Justice Department.
4. Data on which the Proposed Redistricting Plan is based.
5. Minutes and records relating to the Proposed Redistricting Plan.
6. Copy of all Public Meeting Notices relative to Proposed Redistricting Plan.

Judge Stavinoha and Commissioners, again, the NAACP is opposed to the Proposed Redistricting Plan and will take the necessary steps or actions to assure that a mockery is not made of the political process and minorities are not denied the opportunity to share in holding of Public Office in Fort Bend County.

Respectfully yours,

Isaiah W. Watkins, Jr.
Branch President

cc: Ms. Margay Williams
U.S. Justice Department
Civil Rights Division
Washington, D.C. 20530

Ms. Althea Simmons
Washington Bureau
11025 Vermont Ave. NW, Suite 820
Washington, D.C. 20005

Mr. Grover Hankins
General Counselor, NAACP
4805 Mt. Hope Drive
Baltimore, Md. 21215-3297

Dr. Alex Willingham, Editor
Voting Rights Review
60 Walton Street Northwest
Atlanta, Georgia 30303

Mr. Richard L. Dockery
Regional Director, NAACP
2606 M. L. King #219
Dallas, Texas 75215

Mr. Frank Burns, President
Texas State, NAACP
P. O. Box 263513

Members of The
Ad Hoc Committee

J. Ruth Johnson
Branch Secretary

Branch Office: 2440 FM 2234, Suite 290
Telephone #: (713) 499-6822

TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND §

THIS TAX ABATEMENT AGREEMENT (this "Agreement") is made and entered into by and between FORT BEND COUNTY (The County) and ALBIS CORPORATION, a Texas corporation (the "Owner"), owner of the tract of land comprising Reinvestment Zone No. 1.

1. Authorization This Agreement is authorized by (a) Chapter 312 of the Texas Tax Code as it exists on the effective date of this Agreement, and (b) the Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in Fort Bend County (the "Guidelines"), which were approved by the County's Commissioners' Court on December 7, 1987. The County has determined that the request for tax abatement presented by the Owner conforms with the criteria established in the Guidelines.

2. Defined Terms As used in this Agreement, the following terms shall have the meanings set forth below:

a. "Certified Appraised Value" means the appraised value, for property tax purposes, as certified by the Fort Bend County Appraisal District.

b. "Completion Date" means the end of the 24 month period following the January 1 of the year following the year in which a building permit for the improvements is issued.

c. "Reinvestment Zone No. 1" means that certain area qualifying for tax abatement pursuant to the Guidelines and City of Rosenberg Ordinance (as herein defined) which is designated as Exhibit "A", attached hereto and incorporated herein for all purposes; such area is described in the attachment to the Reinvestment Zone No. 1 Ordinance.

d. "Reinvestment Zone No. 1 Ordinance" means City of Rosenberg Ordinance No. 89-25, passed April 18, 1989, which created the Reinvestment Zone No. 1.

e. "Improvements" mean the new, expanded or modernized buildings, structures, fixed machinery and equipment, site improvements and related fixed machinery necessary to the operation of the Owner's new plastics compounding and enhancing plant and to be used for commercial or industrial purposes, which are erected or expanded by the Owner in Reinvestment Zone No. 1 (as described by Section 6 herein). Improvements do not include any property considered personal property under the Texas Property Tax Code. The base year value of the improvements as of the date of execution of this agreement is $0.

3. Administration of Agreement: This Agreement shall be administered by the County Judge of Fort Bend County.

4. Term: Unless terminated earlier as provided elsewhere herein, this Agreement shall be effective on the date of final approval by Commissioners' Court and shall continue for nine (9) years from the date the City of Rosenberg issues a building permit for any of the improvements. However, this Agreement

shall terminate five (5) years from final approval by Commissioners' Court if no building permit for any of the improvements has been issued by such time.

5. Tax Abatement The County and Owner agree and acknowledge that this Agreement shall provide for tax abatement, under the conditions set forth herein, for seven (7) tax years. There shall be granted and allowed hereunder to the Owner a property tax abatement of taxes levied during the term of this Agreement on the percentage of the Certified Appraised Value of Improvements constructed or expanded hereinder in Reinvestment Zone No. 1 according to the following schedule:

Tax Year (Beginning with the year commencing January 1 following issuance of the City's building permit for the Improvements for taxes levied during such year)	Percentage of Certified Appraised Value of Improvements on which Taxes are to are to be abated
1-4	100%
5	90%
6	80%
7	70%
8 forward	0%

No abatement shall extend to taxes on the land on which Improvements are located. The property tax abatement granted and allowed hereunder shall extend only to all real property ad

valorem taxes assessable by the County on the Improvements, as constructed or expanded within Reinvestment Zone No. 1. The property tax abatement granted and allowed hereunder is subject to the rights of holders of outstanding bonds of the County. If no Improvements are constructed within the term of this agreement, there shall be no abatement of taxes. The Owner shall make all reasonable efforts to cooperate with the County in obtaining any grants or aid from any state, federal or other sources; provided, however, that Owner shall not be required to reveal proprietary or trade information or agree to be bound by any covenants or conditions of any grant or aid.

6. Improvements: The Owner agrees to erect or expand Improvements with a Certified Appraised Value of $2,000,000 by the completion date, which Improvements shall be used for plastics compounding and enhancing purposes. The County and Owner acknowledge that the property within Reinvestment Zone No. 1 will not be platted so long as the property is not subdivided.

7. Construction: The Owner shall give the County written notice within at least ten (10) days in advance of the initiation of any construction of Improvements hereunder. Such notice shall describe generally the nature of the Improvements being construction and the approximate value of the completed Improvements.

8. Representations

a. The Owner represents that (i) it will have a taxable interest with respect to improvements to be placed on the

property; (ii) at least $2,000,000 in Certified Appraised Value of improvements shall be constructed or expanded by the Completion Date, and (iii) such other representations as are outlined in Exhibit "B" hereto and made a part hereof for all purposes, are true and correct.

b. The County represents that (i) the Reinvestment Zone No. 1 has been created in accordance with Chapter 312 of the Texas Tax Code and the Guidelines as both exist on the effective date of this Agreement; (ii) that the property within Reinvestment Zone No. 1 is located within the extraterritorial jurisdiction or the corporate limits of the City of Rosenberg, Texas.

c. The Owner and the County each represent that no interest in the improvements is held or subleased by a member of the Commissioners' Court.

9. Access to and Inspection of Property by County Employees

The Owner shall allow the County's employees access to the improvements for the purpose of inspecting any improvements erected to ensure that such improvements are completed and maintained in accordance with the specifications and conditions of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving the Owner twenty-four (24) hours notice and shall be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the

Improvements. All such inspections shall be made with one (1) or more representatives of the Owner in accordance with all applicable safety standards.

10. Default

a. The County Judge may declare a default hereunder if the Owner (i) violates any of the terms or conditions of this Agreement; or (ii) allows any ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and contest. If the County Judge declares a default of this Agreement, this Agreement shall terminate (after notice and opportunity to cure as provided for herein), and the County in such event, shall be entitled to recapture any property tax, with interest as provided for delinquent taxes in the Texas Property Tax Code, which has been abated as a result of this Agreement, within 30 days of the termination.

b. The County Judge shall notify the Owner of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Owner shall have thirty (30) days from the date of such notice to cure any default (except where fulfillment of any obligation requires activity over a period of time, performance shall be commenced within thirty (30) days after the receipt of notice, and such performance shall be diligently continued until the default is cured).

11. Compliance with State and Local Regulations. Nothing in this Agreement shall be construed to alter or affect the obligations of the Owner to comply with any ordinance, rule, or regulation of the County or laws of the State of Texas.

12. Assignment of Agreement. This Agreement may be assigned only with the approval by resolution of the Commissioners' Court subject to the financial capacity of the assignee and provided that all conditions and obligations in this Agreement are guaranteed by the execution of a new agreement with the County. No assignment shall be approved if the parties to this Agreement or the new owner are liable to any jurisdiction for outstanding taxes or other obligations. The Commissioners' Court shall not unreasonably withhold approval of an assignment.

13. Commissioners' Court Approval as Condition Precedent. This Agreement is conditioned entirely upon the approval hereof by the Commissioners' Court by the affirmative vote of a majority of the members present at a regularly scheduled meeting of the Commissioners' Court.

14. Notice. All notices shall be in writing. If mailed, any notice of communications shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner: Albis Corporation
P.O. Box 79633
Houston, Texas 77279-9633

AS PER ORIGINAL

To the County: The Honorable Jodie E. Stavinoha
County Judge
Fort Bend County
Richmond, Texas 77469

Any party may designate a different address by giving the other parties ten (10) days written notice in the manner prescribed above.

15. Entire Agreement. This Agreement contains the entire and integrated tax abatement agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County on the 24 day of April, 1989, by the Owner on the 1st day of May, 1989 and effective upon the execution of both parties hereto.

ALBIS CORPORATION
"Owner"

By: [signature]
Title: PRESIDENT

ATTEST

By: [signature]
Title: SECRETARY

FORT BEND COUNTY

By: [signature]
Jodie E. Stavinoha
County Judge

ATTEST

By: [signature]
Dianne Wilson, County Clerk

APPROVED AS TO FORM:

[signature]
Assistant District Attorney

7. CONSIDER APPROVAL OF PAYMENT SCHEDULE TO POLLY RYON MEMORIAL HOSPITAL FOR INDIGENT CARE:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve payment schedule as follows to Polly Ryon Memorial Hospital for qualified county indigent as follows:

Inpatient Service - 73% of billed charges
Outpatient Service - 89% of billed charges

8. CONSIDER FIRST QUARTER PAYMENT OF LOCAL MATCHING FUNDS IN THE AMOUNT OF $22,027.50 TO RICELAND MENTAL HEALTH AUTHORITY:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve first quarter payment of local matching funds in the amount of $22,027.50 to Riceland Mental Health Authority. (Recorded in minutes in full)

9. CONSIDER RESTRICTED PARKING AT TRAVIS ANNEX PARKING LOT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize 30 minute time signs in the parking lot on the north entrance of William B. Travis Annex.

10. CONSIDER ADDITIONAL TELEPHONES FOR TRAVIS ANNEX:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried it is ordered to authorize seventeen additional telephones for District Attorney and six additional for County Clerk. Funds to come from Building fund. (Recorded in minutes in full)

11. CONSIDER ADVERTISING FOR BIDS FOR RENOVATIONS TO ADULT PROBATION BLDG.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for renovations to Adult Probation Bldg. Funds to come from Permanent Improvement.

12. CONSIDER APPROVAL OF CHANGE ORDERS FROM VANSICKLE, MICKELSON & KLEIN AND TRI-UNIVERSAL INDUSTRIAL FOR THE 5TH STREET (STAFFORD) WATER PROJECT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve change orders from Vansickle, Mickelson & Klein totaling $1,900.00 as presented by Ron Drachenberg, County Engineer. (Recorded in minutes in full)

13. CONSIDER APPLICATION FROM H.L.S. COMPANIES TO CONSTRUCT A DRIVEWAY OFF OF LEXINGTON BLVD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from H.L.S. companies to construct a driveway off of Lexington Blvd., Pct.3. Cashier's check in the amount of $2,000.00 was presented to Commissioners Court. (Recorded in minutes in full)

14. CONSIDER ACCEPTING KETTLER RD. INTO THE COUNTY ROAD MAINTENANCE SYSTEM, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept Kettler Rd. (totaling 1976'ft.) into the County road maintenance system, Pct. 2. (Recorded in minutes in full)

38 1123 7

AGENDA ITEM

A G R E E M E N T

HOSPITAL
Polly Ryon Memorial Hospital agrees to provide hospital services to the eligible recipients of the Fort Bend County Indigent Healthcare Program. The Hospital agrees to include eligible recipients in its utilization review process while the patient is hospitalized.

FORT BEND COUNTY
Fort Bend County Indigent Healthcare Program agrees to reimburse Polly Ryon Memorial Hospital at the following rates:

1. Inpatient Services 73% of Billed Charges
2. Outpatient Services 89% of Billed Charges

These funding levels are based on the current Medicaid interim rate structure for Polly Ryon Memorial Hospital.

TERM:
This agreement will be effective February 1, 1989 through January 31, 1990.

APPROVED:

Sam F. Stoffel
Administrator
Polly Ryon Memorial Hospital

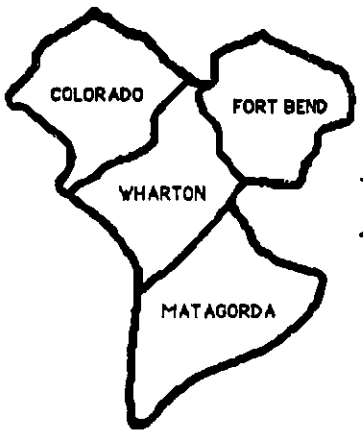
4/21/89
Date

County Judge
Fort Bend County

Date

LJH:blm/092

AS PER ORIGINAL 38 1124 AGENDA ITEM
HR



Riceland Regional Mental Health Authority

P.O. Box 869
3007 North Richmond Road
Wharton, TX 77488
(409) 532-3098

April 17, 1989

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

Dear Judge Stavinoha:

Acting upon instructions from our Board, I am hereby requesting payment of the first quarter, 1989, Fort Bend County share of the Riceland MHA local matching funds. The amount is $22,027.50.

Sincerely,

Bascom L. Hodges

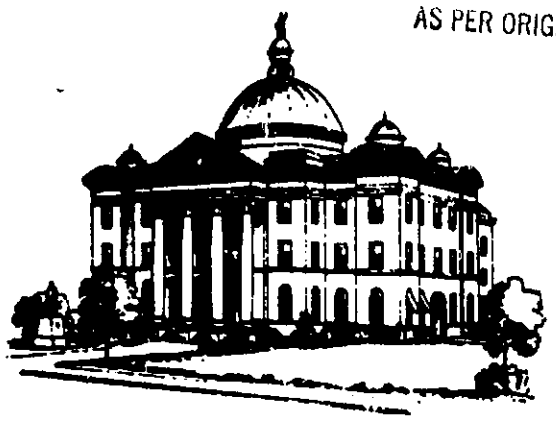
Bascom L. Hodges
Executive Director

BLH:md

RECEIVED
APR 19 1989
COUNTY JUDGE

AS PER ORIGINAL 38 1125 /0

Office of
Dianne Wilson
County Clerk



P.O. Box 520
Richmond, Texas 77469
(713) 342-3411

Richmond, Texas

County of Fort Bend

April 5, 1989

TO: Dee Sherrill
Switchboar Operator

FROM: Dianne Wilson
County Clerk

RE: New telephone instruments

I am in need of the following telephone instruments. Several employees have been forced to share telephones and several are new employees as of January 1, 1989.

COURTS - Room 145

SHERRY ISLAM - JUVENILE (#174)

ANABELIA SEGURA - PROBATE (#185)

DEBBIE MCGEE - CIVIL (#187)

ELSIE LOESCH - CIVIL (#188)

PUBLIC - (#120)

~~ELECTIONS~~ - 6TH ~~FLOOR (ALLOW LONG DISTANCE~~ PRIVILEGE)

Also, I need long distance privilege for the Fax machine #341-4520.

approved CL 4/24/89

DWS-4-5-89

(NO ENTRIES IN SHADED AREAS)

38 1126 AGENDA ITEM 10

AS PER ORIGINAL

REQUISITION
FORT BEND COUNTY PURCHASING DEPARTMENT

RECE

'89 APR -5 P 2

DEPARTMENT	District Attorney's Office	713-341-4460 DEPARTMENT PHONE NO	DATE: April 5, 1989
DELIVERY ADDRESS	309 4th Street, 2nd Floor, Rm. 258		DEPT. REQN. NO.
	Richmond, Texas 77469		P.O. #
DIST. CODE	1 0 5 0 - 0 0 1 2 - 1 0 1 0		2D P.O. #

QTY.	PART NUMBER AND/OR GENERIC DESCRIPTION	UNIT PRICE	TOTAL AMT.
1	7406 - display with "hello" line	550.00	
2	7406 - non-display	360.00	
10	7401	135.00	
3	2500	70.00	
1	3100 TWRA-12 Wall Phone (Ivory)	60.00	
		TOTAL COST	

JUSTIFICATION

JUSTIFICATION (CONT'D)

LAST KNOWN SOURCE

NEAREST PLANT/PIT SIDING

DEPARTMENT HEAD SIGNATURE DATE Ann W. Dick / Lyd

PURCHASING AGENT

AUDITOR FUND VERIFICATION

SELECTED VENDOR (PURCHASING)

INVOICE NO

VENDOR NO

ARTICLE 2368a.5 CIVIL STATUTES, STATE OF TEXAS: A county officer or employee who knowingly or intentionally makes or authorizes separate, sequential, and/or component purchases in order to avoid the competitive bidding requirements of Section 3 of this Act commits an offense. The offense is a Class B misdemeanor and shall, upon final conviction, result in the immediate removal of the county officer or employee from office.

FBCPA 101 (1 AUG 87)

FOR USE OF PURCHASING DEPARTMENT ONLY

PURCHASING COPY

38 1127 4-24 agenda #11

Robertson Interest, Inc.
5011 Pecan Creek Dr.
Richmond, Texas 77469
713-342-7049

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

Mr. Dobson
Adult Probation
118 Legion Drive
Richmond, Texas 77469
713 342-2761

April 18, 1989

We hereby, propose to furnish all labor and material to make changes to offices as indicated by drawing and notes dated 4-12-89 from Christopher DiStefano and Associates, Inc., as outlined below.

1.) Remove existing carpet and pad, save to be relayed in offices 1,2,& 4. Office 3 to receive new carpet and pad to match existing as close as possible.

2.) Remove existing wall and door units, door units to be rehung in offices 2,3,&4. Office 1 to receive new door unit to match existing as close as possible.

3.) Install 3 new divider walls as indicated on drawings, patch existing door openings to hall, cut in new door openings as indicated.

4.) Change existing ceiling grid as indicated on drawings, New Ceiling Plan.

5.) Install new wall outlets, telephone, and switches as needed, relocate existing 2x4 light fixtures as indicted.

6.) Relocate existing A/C supplies and returns, adding one new supply and two new returns.

7.) Sheetrock, tape, and float walls and patches to make ready for paint.

8.) Install carpet and 4" vinyl base.

9.) Leave premises clean and free of any construction debris.

Total $4213.50

Alternate 1:	Painting of above work.	385.75
Alternate 2:	Install mini blinds in front reception, including door, total of 10 blinds.	572.55

Starting Date: Within five (5) working days after signing of contract.
Completion : Ten (10) working days.

Payments to be made as follows: Upon completed work and receipt of Invoice.

Any alteration or deviation from the above specifications including extra costs will be executed only upon written orders by Mr. Dobson, Adult Probation, and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents or delays beyond our control. Fire, tornado and other necessary insurance upon the above work to be carried by Others. Workmen's compensation and public liability insurance on the above work to be taken out by Robertson Interest, Inc.

Respectively submitted,
Robertson Interest, Inc.

Gary Robertson, Pres.

ACCEPTANCE OF PROPOSAL

The written prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date _____

_____

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

38 1129

RECEIVED
APR 17 1989

VANSICKLE · MICKELSON & KLEIN · INC.

L. Blake Emmett, P.E.
Vice President

April 14, 1989

Consulting Engineers

7500 San Felipe
Suite 700
Houston, Texas 77063

713-972-1220

Mr. Ron Drachenberg
Fort Bend County Engineering Department
P. O. Box 1449
Rosenberg, Texas 77471
Attn: Mr. Glen Crocker

Re: Fifth Street Water Distribution System;
Engineering for Missouri City Revisions;
VMK Job No. 371-09

Dear Mr. Crocker:

As per your request, please accept this letter as our proposal for the additional engineering services required to address the revisions requested by Missouri City. As you are aware, this request was made after the construction plans were initially approved.

In summary, Missouri City requested that we provide an eight-inch water line across Fifth Street to Bowen and install an 8" x 6" tee so they may tie to the system in the future. The water line along Bowen will be down-sized to 2-inch P.V.C. on the north side of the tee. Missouri City has also requested that we realign the water line along Fifth Street west of Bowen to be 3 feet inside the right-of-way to allow proper clearance for their proposed sanitary sewer line.

Our additional services will consist of meeting with Missouri City to discuss the revisions, coordination with the contractor, verification of contract quantities and unit price modifications, preparation of a change order, revising of construction plans, coordination of revisions with approving agencies, and coordination of revisions in the field.

We estimate these additional services will ultimately amount to $2200. By copy of this letter, we are hereby requesting that Fort Bend County approve these additional services.

Should you have any questions regarding this matter, please feel free to call. We look forward to receiving your reply.

Sincerely,

VanSickle · Mickelson & Klein, Inc.

Blake Emmett, P.E.
Vice President

BE/vc/033

38 113

RECEIVED
APR 19 1989

VANSICKLE · MICKELSON & KLEIN · INC.

L. Blake Emmett, P.E.
Vice President

April 14, 1989

Consulting Engineers

7500 San Felipe
Suite 700
Houston, Texas 77063

713-972-1220

Mr. Ron Drachenberg
Fort Bend County Engineering Department
P. O. Box 1449
Rosenberg, Texas 77471
Attn: Mr. Glen Crocker

Re: Water Distribution Facilities
and Service Connections
for Fort Bend County, Texas
VMK Job No. 371-09

Dear Mr. Crocker:

Tri-Universal Industrial, Inc. has previously requested a 60-day extension of time on the above referenced project. We have met with Craig Startin and Clint Coleman, both with Tri-Universal, and George Neill who is providing construction inspection. After reviewing the available construction documentation, We feel that Tri-Universal has a valid request. George Neill's daily inspection notes and Clint Coleman's progress documents both show that 31 days have been lost due to wet weather conditions since the beginning of construction. Unforeseeable complications at the Stafford Run Creek crossing delayed the Contractor 14 days. 15 more days of production have been lost due to the extremely poor soil conditions along Fifth Street. Please keep in consideration that a soils report was not provided for this project in order to reduce costs, and that any contractor would have been delayed due to the unexpected soil conditions. Tri-Universal has been very productive in all other areas of the project.

Please find attached Change Order No. 2 which will add 60 calendar days to the completion time of the project. The adjusted completion date for the project will be June 24, 1989. If you agree, please present the Change Order to the Commissioners Court for review and approval. If you have any questions or need more information, please feel free to call.

Sincerely,

VanSickle ·Mickelson & Klein, Inc.

Chris L. Fields

Chris L. Fields
Project Engineer

CLF/vc/034
Attachment

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

HOUSTON PROUD

38 1131

PROJECT: Construction of water distribution facilities and service connections for Fort Bend County, Texas

CHANGE ORDER NO. 2

AS PER ORIGINAL

OWNER: Fort Bend County, Texas

JOB NO.: 371-09

SUBJECT: Project Completion Time

ISSUE DATE: April 12, 1989

DESCRIPTION: Extension of time for project completion

REASON FOR CHANGE: High number of rain-out days; unforeseeable construction complications at Stafford Run Creek; Extremely poor soil conditions along Fifth Street.

ORIGINAL CONTRACT $_____ $_____

ADDITIONS TO DATE $_____ THIS ADD _____ TOTAL ADD $_____

DEDUCTIONS TO DATE $_____ THIS DEDUCT $_____ TOTAL DEDUCT $_____

NEW CONTRACT AMOUNT $_____

ORIGINAL CASH ALLOWANCE $_____ THIS EXPENDITURE _____

EXPENDITURES TO DATE $_____

NEW CASH ALLOWANCE $_____

REMAINING CASH ALLOWANCE $_____

ORIGINAL CONTRACT PERIOD	160	CAL. DAYS	THIS EXTENSION	60	CAL. DAYS
EXTENSIONS TO DATE	0	CAL. DAYS	NEW CONTRACT PERIOD	220	CAL. DAYS
CONTRACT PERIOD TO DATE	147	CAL. DAYS	AMENDED COMPLETION DATE	6-24-89	

RECOMMENDED BY VanSickle . Mickelson & Klein, Inc.
ENGINEER

REPRESENTATIVE — DATE 4/14/89

ACCEPTED BY Tri-Universal Industrial, Inc.
CONTRACTOR

REPRESENTATIVE — DATE 04-17-89

APPROVED BY Fort Bend County, Texas
OWNER

JODIE STAVINOHA
COUNTY JUDGE — DATE 4/24/89

RONALD DRACHENBERG, P.E., R.P.S.
COUNTY ENGINEER — DATE 4-24-89

38 1132

RECEIVED APR 19 1989

AS PER ORIGINAL

VANSICKLE · MICKELSON & KLEIN · INC.

L. Blake Emmett, P.E.
Vice President

April 14, 1989

Consulting Engineers

7500 San Felipe
Suite 700
Houston, Texas 77063

713-972-1220

Mr. Ron Drachenberg
Fort Bend County Engineering Department
P. O. Box 1449
Rosenberg, Texas 77471
Attn: Mr. Glen Crocker

Re: Water Distribution Facilities
and Service Connections
for Fort Bend County, Texas
VMK Job No. 371-09

Dear Mr. Crocker:

As you are aware, Missouri City has requested some minor revisions to the Fifth Street water line design. The first request was to relocate the proposed water line to a position 3 feet off the existing property line along Fifth Street to provide the 9-foot separation distance between the water line and the proposed Missouri City sanitary sewer as required by the Texas Department of Health. The new location required the bracing of existing power poles and other additional work by the contractor, resulting in an add of $864.00 to the contract amount. The second request was to provide an 8" x 6" tee along Bowen Street so that Missouri City can connect to the system in the near future. The location of the tee allowed us to down-size approximately 285 LF of 8-inch line to 2-inch. The revisions along Bowen Street resulted in a total deduct of $1,210.00. The net change to the contract amount is a deduct of $346.00 as shown in the attached Change Order No. 1.

We are requesting that you present the change order to the Commissioners Court for proper approval. If you have any questions or need further assistance, please feel free to call.

Sincerely,

VanSickle ·Mickelson & Klein, Inc.

Chris L. Fields

Chris L. Fields
Project Engineer

CLF/vc/035
Attachments

38 1133

PROJECT: Construction of water distribution facilities and service connections for Fort Bend County, Texas

CHANGE ORDER NO. 1

AS PER ORIGINAL

OWNER: Fort Bend County, Texas

JOB NO.: 371-09

SUBJECT: Water Distribution

ISSUE DATE: April 12, 1989

DESCRIPTION: Add tee to line in Bowen St. and down-size remaining line; Relocate section of water line adjacent to Fifth Street to 3' off property line.

REASON FOR CHANGE: Missouri City requested a tee for future tie-in on Bowen St. and that the water line be moved to allow clearance for their proposed sanitary sewer.

ORIGINAL CONTRACT	$ 340,364.00				$ 340,364.00
ADDITIONS TO DATE	$ 0.00	THIS ADD	0.00	TOTAL ADD	$ 0.00
DEDUCTIONS TO DATE	$ 0.00	THIS DEDUCT	$ 346.00	TOTAL DEDUCT	$ 346.00
				NEW CONTRACT AMOUNT	$ 340,018.00

ORIGINAL CASH ALLOWANCE $ _____ THIS EXPENDITURE _____

EXPENDITURES TO DATE $ _____

NEW CASH ALLOWANCE $ _____

REMAINING CASH ALLOWANCE $ _____

ORIGINAL CONTRACT PERIOD	CAL. DAYS	THIS EXTENSION	CAL. DAYS
EXTENSIONS TO DATE	CAL. DAYS	NEW CONTRACT PERIOD	CAL. DAYS
CONTRACT PERIOD TO DATE	CAL. DAYS	AMENDED COMPLETION DATE	

RECOMMENDED BY VanSickle . Mickelson & Klein, Inc.
ENGINEER

REPRESENTATIVE — DATE 4/14/89

ACCEPTED BY Tri-Universal Industrial, Inc.
CONTRACTOR

REPRESENTATIVE — DATE 04-17-89

APPROVED BY Fort Bend County, Texas
OWNER

JODIE STAVINOHA
COUNTY JUDGE — DATE 4/24/89

RONALD DRACHENBERG, P.E., R.P.S.
COUNTY ENGINEER — DATE 4-24-89

CONTRUCTION OF WATER DISTRIBUTION FACILITIES
AND SERVICE CONNECTIONS
FOR FORT BEND COUNTY, TEXAS
JOB NO. 371-09
CHANGE ORDER NO. 1

Item No.	Qty.	Unit	Description	Unit Price	Total Cost
ADDITIONS:					
1.	480	LF	Water line relocation	$ 1.80	$ 864.00
2.	285	LF	2" PVC SDR 21 (PR 200)	4.00	1,140.00
3.	1	EA	8" x 6" Tee	175.00	175.00
4.	1	EA	8" x 2" Reducer	75.00	75.00
5.	1	EA	6" Plug	50.00	50.00
6.	1	EA	2" AWWA Gate Valve and Box	200.00	200.00
			Total Addition		$ 2,504.00
DEDUCTIONS:					
1.	285	LF	8" PVC DR 18 (Class 150)	$ 10.00	$ 2,850.00
			Total Deduction		$ 2,850.00

Net Change	$ 2,504.00
	(2,850.00)
NET TOTAL	$ (346.00)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 24th day of April, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of H.L.S. Companies dated 4-12-89, permit no. 81042 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shieles, 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81042

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

Karl E. Baker, P.E.
Karl E. Baker, P.E.
Assistant Engineer

4-13-89
Date

_____ (1) Complete Application Form

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

_____ b. Map or plat showing course of direction

_____ c. Plans and specifications

_____ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of $2,000.00
Cashier's Check

38 1137

AS PER ORIGINAL

TEXAS AMERICAN BANK
GALLERIA N.A.
5600 West Oak Blvd. Houston, Texas 77056

59056

35-322
1130

REMITTER H.L.S. Companies APR 13 89

PAY TO THE ORDER OF ----------County of Ft. Bend Performance Bond------ $ 2,000.00

TEXAS AMERICAN BANK 2000000 CTS

CASHIER'S CHECK

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

COUNTER SIGNATURE REQUIRED ON AMOUNTS OVER $25,000.00

AUTHORIZED SIGNATORES

President & Cashier

⑈059056⑈ ⑆113003224⑆ ⑈9860602201⑈

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)

38 1138
AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. #43
PERMIT NO. 81042

Formal notice is hereby given that H.L.S. COMPANIES 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
Lexington Blvd ~~Oyster Creek~~	See sketch ~~Lexington — Sugar Crossing~~	~~20 FT~~		~~✓~~		
	Key May 569 W					

Driveway entrance

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Installation of a drive approach to specification on enclosed drawing.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: H.L.S. COMPANIES
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE MARK FERTITTA, MAINTENANCE DIRECTOR
(Please Print)

DATE: APRIL 12, 1989
ADDRESS: 1111 WITTE ROAD
(Street/P.O. Box)

HOUSTON TEXAS 77055
City State Zip
TELEPHONE NO: (713) 980-9155 or 468-1818
Beeber 285-3985

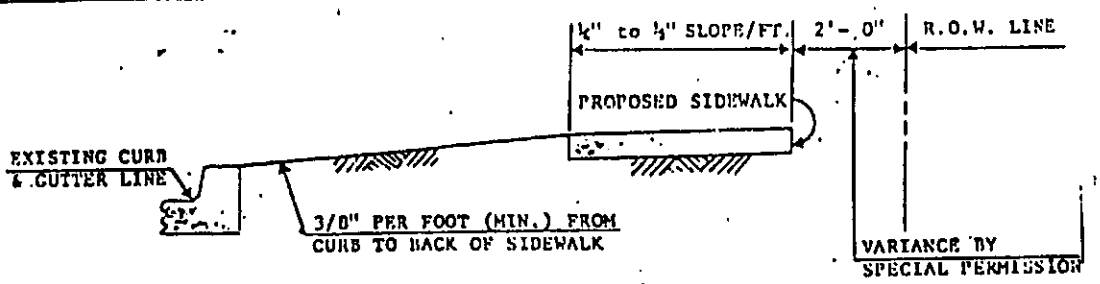
38 1139

AS PER ORIGINAL

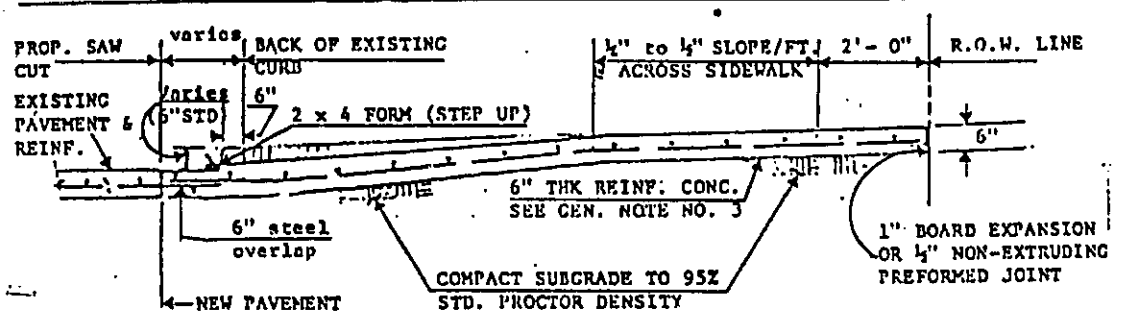
When a sidewalk, driveway, or curb & gutter is constructed, reconstructed, repaired or regraded on County Right of Way.

For use with Concrete or Asphalt Curbed Type Streets, use Sections Applicable:

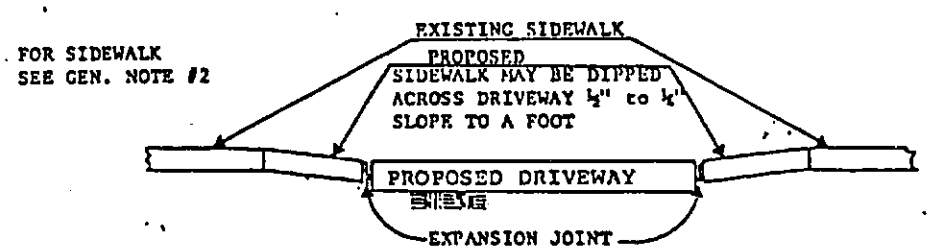
A - Use when sidewalk to be built other than driveway



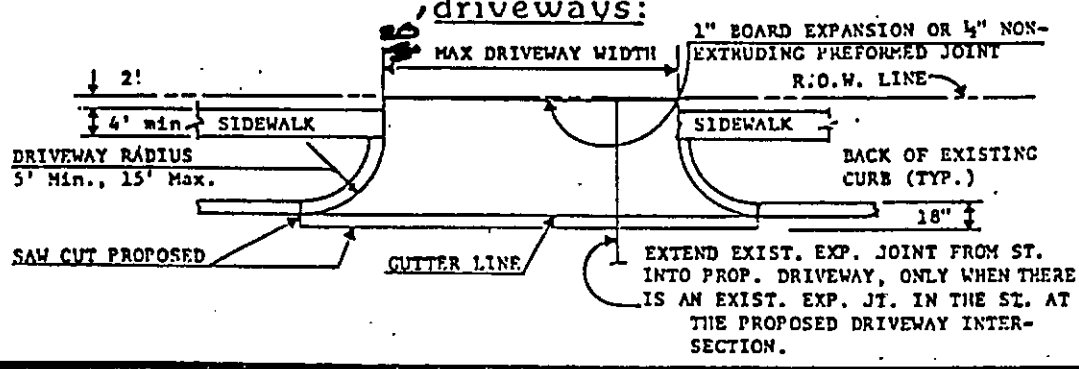
B - Use for all proposed drives on curbed type streets



C - Use when proposed driveway is to be built with existing sdewalks with excessive grade:

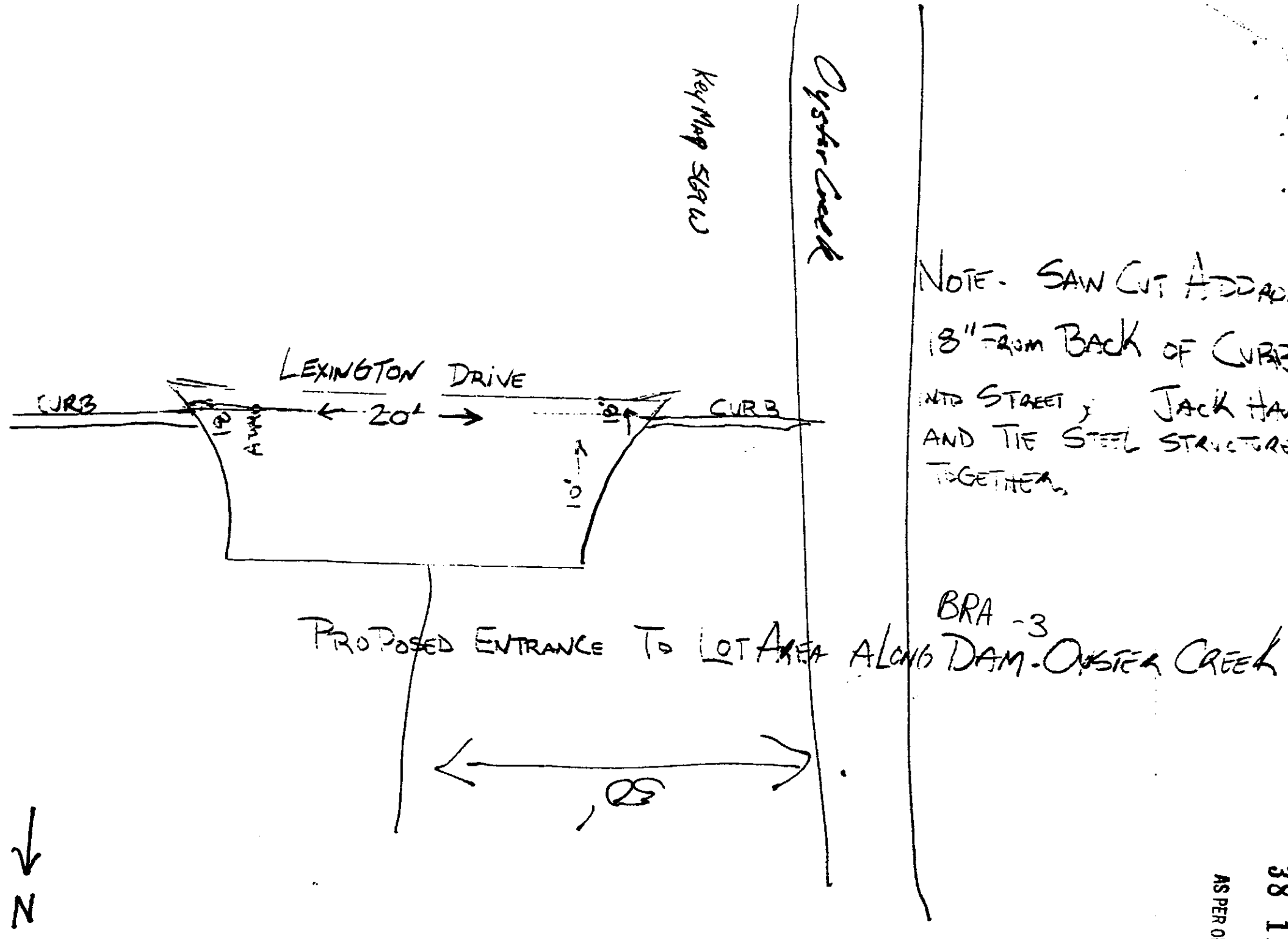


D - Use for all proposed existing curb removal for driveways:



SIDEWALKS & DRIVEWAYS ON CURB TYPE STREETS RESIDENTIAL AREA	Approved By:	Drawn By:
	Date:	Drawing No: 1

HARRIS COUNTY ENGINEERING DEPARTMENT



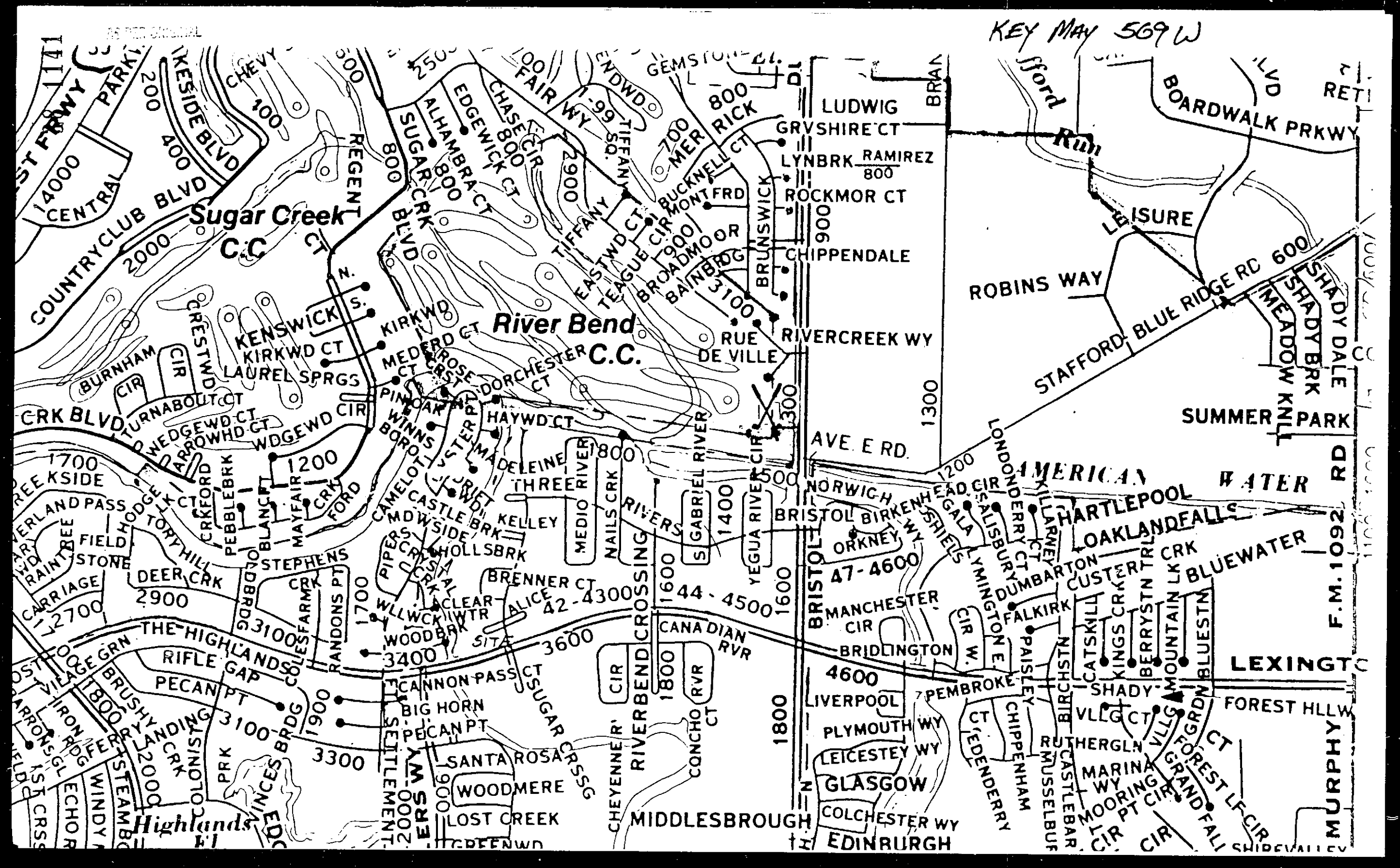
NOTE - SAW CUT APPROX. 18" FROM BACK OF CURB INTO STREET, JACK HAMM. AND TIE STEEL STRUCTURES TOGETHER.

BRA -3

38 1140

AS PER ORIGINAL

KEY MAY 569 W


Sugar Creek C.C.
River Bend C.C.
COUNTRYCLUB BLVD
CENTRAL
KESIDE BLVD
REGENT
SUGAR CRK BLVD
ALHAMBRA CT
EDGEWICK CT
CHASE CIR
FAIR WY
TIFFANY SQ.
TIFFANY
EASTWD CT
TEAGUE CIR
BROADMOOR
BAINBRDG
BUCKNELL CT
MONTFRD
MERRICK
LUDWIG
GRVSHIRE CT
LYNBRK
RAMIREZ
ROCKMOR CT
BRUNSWICK
CHIPPENDALE
RIVERCREEK WY
RUE DE VILLE
KENSWICK
KIRKWD
KIRKWD CT
LAUREL SPRGS
MEDERD CT
ROSE CRST
DORCHESTER CT
HAYWD CT
PINOAK
WINNS BORO
MADELEINE
THREE
KELLEY
CAMELOT
CASTLE BRK
MDWSIDE
HOLLSBRK
BURNHAM CIR
CRESTWD CIR
TURNABOUT CT
WEDGEWD CT
ARROWHD CT
WDGEWD CIR
CRK BLVD
REEKSIDE
BLANCFT
MAYFAIR
CRKFORD
PEBBLEBRK
HODGE
TORY HILL
FIELD STONE
RAINTREE
CARRIAGE
DEER CRK
STEPHENS
CRK
COLESFARM
RANDONS PT
PIPERS CRK
CLEAR WTR
ALICE
BRENNER CT
WLLWCK
WOODBRK
SITA
THE HIGHLANDS
RIFLE GAP
PECAN PT
BRUSHY
FERRY
LANDING
CRK
IRON RDG
ECHO
WINDY
STEAMBOAT
COLONISTS
PRK
VINCES BRDG
CANNON PASS CT
BIG HORN
PECAN PT
SANTA ROSA
WOODMERE
LOST CREEK
GREENWD
SETTLEMENT
SUGAR CRSSG
CHEYENNE
RIVERBEND CROSSING
CANADIAN RVR
CONCHO CT
MEDIO RIVER
NAILS CRK
RIVERS
GABRIEL RIV
YEGUA RIVER
RIVER CIR
AVE. E RD.
NORWICH
BRISTOL
BIRKENHEAD CIR
ORKNEY
SHIELS
GALA
SALISBURY
LONDONDERRY CT
LYMINGTON
DUMBARTON
CUSTER
FALKIRK
MANCHESTER CIR
BRIDLINGTON
PAISLEY
PEMBROKE
LIVERPOOL
PLYMOUTH WY
LEICESTEY WY
GLASGOW
COLCHESTER WY
EDINBURGH
MIDDLESBROUGH
EDENDERRY
CHIPPENHAM
RUTHERGLN
MUSSELBUR
CASTLEBAR
BIRCHSTN
CATSKILL
KINGS CRK
BERRYSTN TRL
MOUNTAIN LK
BLUESTN
BLUEWATER
HARTLEPOOL
OAKLANDFALLS
AMERICAN WATER
LEISURE
ROBINS WAY
STAFFORD
BLUE RIDGE RD
SHADY BRK
SHADY DALE
MEADOW KNLL
SUMMER PARK
BOARDWALK PRKWY
Run
LEXINGT
SHADY VLLG CT
FOREST HLLW
MARINA WY
MOORING PT CIR
GRAND FALL
FOREST LF CIR
F.M. 1092
MURPHY
Highlands

38 14 1142

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

TO: Commissioner Ben Denham, Precinct #2

FROM: Gene Freund, P.E., R.P.S., Assistant Engineer

SUBJECT: Kettler Road

DATE: April 21, 1989

There is approximately 1976 feet in Kettler Road to be accepted into the County Road Maintenance System.

Gene Freund

236

VOL 1112 PAGE 22

COMPARED

Please return to Grantor at:
Fort Bend County Drainage District
P.O Box 1028
Rosenberg, TX 77471

FORT BEND COUNTY
RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

KNOW ALL MEN PRESENT: That the undersigned, Mr. Alvin R. Kettler, President of Kettler, Inc. whose address is as shown above (hereinafter called Grantor, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by FORT BEND COUNTY, of the drainage channel and system upon and through the land hereinafter described, the sufficiency of which is hereby acknowledged and confessed, has bargained, sold, and conveyed, and by these presents hereby grants, bargains, sells and conveys unto the said FORT BEND COUNTY, of Fort Bend County, Texas, a right-of-way easement for the purpose of constructing, maintaining, operating and repairing a drainage channel upon, over, through and across the land of Grantor along the route hereinafter designated, and said land being situated in FORT BEND COUNTY, TEXAS, to-wit:

See Field Notes - Exhibit A

FORT BEND COUNTY shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress or egress to and from said drainage channel right-of-way, provided, however, that after construction of said drainage channel, said right of ingress and egress of FORT BEND COUNTY shall be limited to the said right-of-way and to existing roads and passageways. FORT BEND COUNTY is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said channel right-of-way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage channel.

AS PER ORIGINAL

FORT BEND COUNTY agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the County's use in going to and from said easement right-of-way, and to restore the same to the previously existing condition as near as possible.

Grantor reserves the right to use the facilities offered by the drainage channel for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection Grantor has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his land or portions thereof with the drainage channel.

Grantor reserves the oil, gas, sulphur and other minerals in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right-of-way above described.

It is agreed that if at a future time FORT BEND COUNTY, its successors or assigns, shall permanently cease to use said drainage channel right-of-way for the purposes herein contained, and shall permanently abandon same, then and in such event the said right-of-way above described, together with all rights and interests held by FORT BEND COUNTY by reason of this instrument, shall revert, pass to and vest in the said Grantor, his heirs or assigns.

TO HAVE AND TO HOLD said right-of-way and easement herein granted, unto the said FORT BEND COUNTY, its successors or assigns.

EXECUTED this the 27 day of December A.D. 1982.

Alvin R Kettler Pres

VOL 1112 PAGE 24

****

THE STATE OF TEXAS)
COUNTY OF Fort Bend)

BEFORE ME

O.W. Kunkel Jr, in and for Fort Bend County, Texas, on this day personally appeared Alvin R. Kettler known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of Dec, A.D. 1982.

(seal)

O.W. Kunkel Jr.

****

THE STATE OF TEXAS)
COUNTY OF _____)

BEFORE ME

_____, in and for _____ County, Texas, on this day personally appeared _____, wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND SEAL OF OFFICE, this _____ day of _____, A.D. 19_____.

(seal) _____

****

THE STATE OF TEXAS)
COUNTY OF _____)

BEFORE ME

_____, in and for _____ County, Texas, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____, wife of the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration herein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____ A.D. 19_____.

(seal) _____

****

AS PER ORIGINAL

HENRY STEINKAMP, JR., INC.
Consulting Engineers
1117 TOBOLA STREET
P. O. BOX 223
ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER
JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

HOUSTON-ROSENBERG
713/342-2241
713/342-6836

(EXHIBIT A)

December 13, 1982

A Field Note Description of the centerline of a proposed 30 foot Drainage Easement across a 67.88 Acre Tract of Land, being out of an original Call 100 Acre Tract, (Vol. 67, Pg. 173; Deed Records) and (Surveyed as 99.938 Acres), H. & T.C. Railroad Company Survey, Section #58, (George J. Goth Survey), Abstract #471, Fort Bend County, Texas.

For Connection Begin at the intersection of the centerline of Danhouse Road with the centerline of Jeske Road; said point marking the North corner of said Section #58 and the North corner of said 67.88 Acre Tract; THENCE, South 44° 43' West, along the centerline of said Danhouse Road, 659.72 feet to a point; THENCE, South 45° 16' 10" East, at 30 feet begin centerline of Kettler Road, at 1955.8 feet pass centerpoint of 50 foot radius cul-de-sac of said Kettler Road, in all 2005.8 feet to a point for the Place of Beginning for this centerline description;

THENCE, South 45° 16' 10" East, 174.29 feet to an iron pipe set in the Northwest line of the Fort Bend County Drainage District 95 foot easement, for the point of Termination of this centerline description.

STATE OF TEXAS
FRANKLIN R. SCHODEK
1535
REGISTERED PUBLIC SURVEYOR

Franklin R. Schodek
Registered Public Surveyor #1535

FILED FOR RECORD
AT 1:30 O'CLOCK P M.
JAN 3 1983
DIANNE WILSON
Clerk, Fort Bend Co., Tex.

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 4 1983
DIANNE WILSON
County Clerk, Fort Bend Co., Tex.

15. CONSIDER ACCEPTING EASEMENT THROUGH PECAN BEND PROPERTY OWNERS ASSN. LAND, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept easement through Pecan Bend Property Owners Assn. Land, Pct. 2. (Recorded in minutes in full)

16. CONSIDER EXECUTING AGREEMENT FOR JANITORIAL SERVICES, PCT. 2 CONSTABLE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Lutts voting no, it is ordered to accept agreement with JANI-KING for 1989 janitorial services, Pct. 2 Constable at a monthly cost of $150.00. (Recorded in minutes in full)

17. CONSIDER ACCEPTING STREETS IN SAN MIGUEL, SEC. 3 INTO THE COUNTY ROAD MAINTENANCE SYSTEM, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the following streets in San Miguel, Sec. 3 subject to reimbursement of all cost to upgrade to county standards and authorize District Attorney and County Engineer to seek such reimbursement. (Recorded in minutes in full)

SOLEDAD DRIVE	420 LF
TAMAYO DRIVE	420 LF
BARBAROSSA DRIVE	3120 LF
TOTAL	3960 LF = .75 miles

18. CONSIDER APPROVING VOTER PRECINCT LINE CHANGES AND ADOPTING VOTER PRECINCT MAP WITH METES AND BOUNDS DESCRIPTION:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize changing the following voting precinct lines subject to U.S. Justice Department approval.

Change line between Voter Box 1038 and 4054 (West of City of Rosenberg) to follow State Representative Districts line.

Change line between Voter Boxes 2068 & 2021 to follow Kocurek Rd. between Beard Rd. and FM 1462.

Change line between Voter Box 3049 and 2060 to follow City limits of Missouri City.

Change line between 1067 & 1007 to follow levee to East of Greatwood Subdivision.

Change line between 2003 & 2023 to follow State Senatorial District line @ FM521.

Voter Boxes 2034, 2003, 4033, 4062 changed to show changes in City limits.

Line between Vote Box 4041 & 3005 to follow Pecan Grove MUD #1 boundary line.

Voter Boxes 3049 & 4028 changed to follow New Alignment of Cartwright Rd.

Change voting box 2058 and make the line straight in a southerly direction all the way to Senior Rd.

2117 2539

8919342

38 1148

PECAN BEND PROPERTY OWNERS ASSOCIATION §

TO § EASEMENT

FORT BEND COUNTY §

Date: April 3, 1989

Grantor: PECAN BEND PROPERTY OWNERS ASSOCIATION

Grantor's Mailing Address: Route 1, Box 216
Damon, Fort Bend County, Texas 79702

Grantee: FORT BEND COUNTY

Grantee's Mailing Address: Fort Bend County Courthouse
Richmond, Fort Bend County, Texas 77469

Consideration:

TEN DOLLARS ($10.00) and other valuable consideration.

Property:

An easement and right-of-way over and across a 5.518 acre tract situated between Lots 180 and 181, Pecan Bend Subdivision, Section 2, more particularly described and subject to all the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

(1) See Exhibit "A"

(2) The conveyance of the subject property is made and accepted without any express or implied warranty. All warranty that might arise at common law and the warranties in §5.023, Texas Property Code, or its successor, are excluded.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.

When the context requires, singular nouns and pronouns include the plural.

PECAN BEND PROPERTY OWNERS ASSOCIATION

BY: James W. Dennis ,President

Attested:

Lloyd Moffat ,Secretary

2117 2540

38 1149

THE STATE OF TEXAS §

COUNTY OF Ft. Bend §

This instrument was acknowledged before me on the 3 day of April, 19 89, by _____, President of PECAN BEND PROPERTY OWNERS ASSOCIATION.

JOYCE MARTIN
COMM. EXP. 12-1-89

Joyce Martin
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.

My commission expires:

12-1-89

EXHIBIT "A"

An easement and right of way over and across a 5.518 acre tract of land in Pecan Bend Subdivision according to the plat thereof recorded in Vol. 12, at Page 19, Plat Records of Fort Bend County, Texas, more particularly described as follows:

AS PER ORIGINAL

Beginning at the radius point of a 50' radius cul-de-sac at the East end of Deer Run Road, then, as the easement may be limited by the Northwest boundary of said 5.518 acre tract being on a radius of North 57° 28' 17" East over and along a 100' wide strip of land adjacent to and paralleling the South boundary of said 5.518 acre tract being on a radius of South 89° 55' 45" East for a distance of 600'; then a 300' wide strip of land over, along, adjacent and parallel to the said South boundary of the 5.518 acre tract of land for such distance as shall intersect the Eastern boundary of said 5.518 acre tract of land along its boundary with the Brazos River.

The easement and right of way hereby conveyed to Grantee shall be subject to the following terms and conditions:

(1) The easement hereby granted to Grantee shall be nonexclusive, perpetual, subject to termination as hereinafter provided, and not assignable by Grantee.

(2) The express purpose of the easement hereby granted is to facilitate access by Grantee to and from the Brazos River for the purpose of mining sand and/or gravel therefrom.

(3) The Grantee may, without being required to do so, construct and maintain a single roadway, including related drainage ditches and facilities, within the easement sufficient for all weather vehicle traffic from Deer Run Road to the Brazos River and Grantee, may without being required to do so, construct and maintain an area within the easement for turning and parking vehicles and equipment related to Grantee's mining operations.

(4) Grantee may store or stockpile within the easement material Grantee mines from the Brazos River.

(5) All operations by Grantee within the easement shall comply with applicable rules and regulations of governmental or quasi governmental entity having jurisdiction.

(6) Grantee shall keep any roadway constructed and the area of Grantee's operations within the easement free of rubbish, trash and debris and other refuse and in as clean and neat condition as shall be reasonable given the intended use and conduct of operations within the easement.

(7) Grantor reserves the right in Grantor's discretion to limit access to and to prescribe reasonable rules for the general use of the area within the easement provided such limit of access and rules shall not limit nor in any way deny or inhibit Grantee in the full and free use of the easement for its intended purposes.

(8) In the event Grantee shall fail to mine sand and gravel from the Brazos River for a period of ten consecutive years Grantor may, without being required to do so and without waiver, elect to terminate the easement by giving Grantee written notice of termination not less than two years prior to the date of termination. If within the two year notice period Grantee begins to mine sand and gravel from the Brazos River the easement shall not terminate but continue subject to these terms and conditions.

(16)

AS PER ORIGINAL 38 1151

11 Apr 89

County Judge

Sir;

Enclosed is the approved vendor for janitorial services for our facility here in Missouri City. This vendor's price was lowest of the requested bidders that were sought by our purchasing dept.

We are ready for them to start their twice weekly cleanup of our building. However, I recall seeing a letter from your department mandating that all County contracts be signed by your dept. Therefore, I am enclosing the contract for janitorial services for you to review and, hopefully, sign.

Please return all copies to us here in Mo City, after your signature, & we will return applicable copies to appropriate places.

~~I have also attached the "bid" process received from purchasing. Please return it as well.~~

Thanks for very kindly---

Sincerely, Ray Breeding

(NO ENTRIES IN SHADED AREAS)

AS PER ORIGINAL

~~38~~ 1152

REQUISITION
FORT BEND COUNTY PURCHASING DEPARTMENT

DEPARTMENT	Constable - Pct 2	DEPARTMENT PHONE NO. 437-4741	DATE: 03/13/89
DELIVERY ADDRESS:	7232 W. Fuqua		DEPT. REQN. NO.
	Missouri City, TX		P.O. # 9009-03599
DIST. CODE:	1 0 5 0-0 0 2 4-4 0 1 0		2D P.O. #

QTY.	Blanket P.O. for PART NUMBER AND/OR GENERIC DESCRIPTION	UNIT PRICE	TOTAL AMT.
	~~One year~~ ~~contract~~ for janitorial services		
	to be performed at 7232 West Fuqua; Missouri		
	City. Commencing April 1, 1989 thru		
	December 31, 1989. not to exceed $150.00		
		TOTAL COST	

JUSTIFICATION: Ashley Maintenance Company 498-1329

JUSTIFICATION (CONTD.)

LAST KNOWN SOURCE:

NEAREST PLANT PIT SIDING:

DEPARTMENT HEAD SIGNATURE: DATE March 13, 1989

PURCHASING AGENT: John Hammond OK

AUDITOR FUND VERIFICATION

SELECTED VENDOR (PURCHASING): Jani King PO to Rept

INVOICE NO.

VENDOR NO.

ARTICLE 2368a.5 CIVIL STATUTES, STATE OF TEXAS: A county officer or employee who knowingly or intentionally makes or authorizes separate, sequential, and/or component purchases in order to avoid the competitive bidding requirements of Section 3 of this Act commits an offense. The offense is a Class B misdemeanor and shall, upon final conviction, result in the immediate removal of the county officer or employee from office.

FBCPA 101 (1 AUG 87)

FOR USE OF PURCHASING DEPARTMENT ONLY

Daizy Ashley maint.	Jani King	SC Quality Service
$200.00 month 2x wk.	150.00 month 2x wk.	$255.00 month 2x wk

PURCHASING COPY

38 1153

Jani-King

COMMERCIAL OFFICE CLEANING

February 2, 1989

Jani-King of Houston
3727 Greenbriar
Suite 208
Stafford, Texas 77477
(713) 240-6455

United States
Atlanta
Austin
Chicago
Dallas
Denver
Detroit
Fort Worth
Greensboro
Houston
Jacksonville
Los Angeles
Minneapolis
New Orleans
Oklahoma City
San Antonio
San Diego
San Francisco
St. Louis
St. Paul
Tampa
Tulsa
Canada
Dartmouth
Halifax
Toronto

Ray Breeding/Constable
Pct. 2 Fort Bend County Constable
7232 W. Fuqua
Missouri City, Texas 77459

Dear Mr. Breeding,

Thank you very much for the time and interest you have afforded me concerning the subject of housekeeping for your building.

Jani-King appreciates this opportunity, and enclosed is our completed proposal for a professionally operated cleaning program along with the cleaning schedule.

The total monthly charge represents your only cost and is inclusive of:

All labor
All supervision
All material and cleaning equipment
All payroll, payroll taxes, insurance, etc.

Our employees are indemnified to you under a Blanket Fidelity Bond and our service and personnel are also indemnified to our customers under an insurance policy for bodily damage, property damage, public liability, automobile liability and worker's compensation.

Please do not hesitate to call me for any additional information you deem necessary in assessing our proposal. I can be reached at 240-6455. Trusting that we may be of service.

Sincerely yours,

JANI-KING OF HOUSTON

Al

Al Baucham

Enclosure

Jani king

GENERAL PROCEDURES

I. SUPERVISION

A. JANI-KING will communicate with the building management on a regular basis concerning all work performed. This communication will be both verbal and written and will be conducted on a regular basis.

B. All JANI-KING personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning as outlined in the cleaning schedule.

C. All work performed by JANI-KING personnel will be inspected regularly to insure consistent performance and adherence to JANI-KING standards.

II. SECURITY PROCEDURES AND INSURANCE

A. A personnel file is established and maintained on all JANI-KING Dealers.

B. JANI-KING Dealers will communicate with management regarding the employment of acceptable personnel for performing cleaning operations. Any employee who demonstrates objectionable behavior or objectionable personal habits, in the reasonable opinion of JANI-KING and the building management, will be summarily discharged.

C. JANI-KING will check to insure the building is properly secured before leaving the building.

D. JANI-KING will provide all necessary insurance and bonds on all JANI-KING personnel.

III. WAGE SCALE

A. All personnel will be paid no less than minimum scale as required by Federal Law.

B. Work hours, work week, job methods, procedures, pay periods, and pay scale will be thoroughly explained to all personnel.

Jani king

MAINTENANCE AGREEMENT

This agreement, made this 11th day of April, 1989 and effective on the 12th day of April, 1989 by and between, Precinct 2-Fort Bend County Constable, 7232 W. Fuqua, Missouri City, Texas 77459 as CLIENT and JANI-KING.

WITNESSETH:

WHEREAS: CLIENT is desirous of the services of JANI-KING for the purpose of keeping the building properly cleaned as outlined, and:

WHEREAS: JANI-KING is in the business of providing maintenance and janitorial services under the trade name and style of "JANI-KING" and desires to contract and agree with the CLIENT for the performance of said janitorial services to be further set out in this agreement.

NOW THEREFORE: In consideration of the faithful performance of the services hereinafter specified, in the manner and at the times specified, the compensation to be paid therefore and the mutual covenants and agreements of the parties hereinafter set forth to be kept and performed and the mutual benefits to each of the parties therefrom, it is hereby contracted and agreed as follows:

I.

The premises making up the working area of this contract will be known further in this contract as the Named Areas and include the following at: 7232 W. Fuqua, Missouri City, Texas 77459.

A. Reception area, offices and halls.

B. 3 Restrooms 0 Warehouse Restrooms

JANI-KING agrees to service the Named Areas (2) times weekly.

II.

JANI-KING agrees to furnish all equipment, tools, and other paraphernalia necessary to the performance of the duties, said duties being to maintain the Named Areas in a neat, clean, and orderly condition as outlined, in the Cleaning Schedule attached hereto and by specific reference made a part hereof.

III.

In consideration of the faithful performance by JANI-KING of the duties hereunder, CLIENT agrees to pay to JANI-KING the total minimum sum of

(See attached Pricing Schedule)

per month on the first day of each month for the rendition of the immediately preceding month's service during the term hereof. Credits for nationally recognized holidays were predetermined and given as part of the monthly charge herein. No adjustments will be made for said holidays.

IV.

It is expressly agreed that JANI-KING is not and shall not be during the term hereof, employees of the CLIENT but are independent contractors, and in this regard JANI-KING will not be within the protection or coverage of CLIENT'S Workers Compensation Insurance and no withholding of Social Security, Federal, or State Income Tax or other deductions shall be made from the sums agreed to be paid JANI-KING herein, the same being contract payments and not wages.

V.

From time to time as the parties may agree, the amount to be paid by CLIENT may be increased or decreased to reflect an increase or a decrease in the area or space serviced and the kind, amount or frequency of services to be rendered. Such modifications shall be binding only if in writing and signed by both parties and attached hereto.

Jani king

VI.

It is agreed that JANI-KING will select all representatives to perform its obligations. CLIENT warrants, covenants and agrees that during the term of this agreement and within one hundred twenty (120) days after termination; that CLIENT will not employ any employees, agents, associates or Dealers of JANI-KING. JANI-KING warrants, covenants and agrees that during the term of this agreement and within one hundred and twenty (120) days after termination, it will not employ any employees, agents, associates or Dealers of CLIENT.

VII.

The term of this agreement shall be for one (1) year from the date hereof, and thereafter shall automatically be extended on the same terms and conditions until terminated by one of the parties hereto. Each party shall have the right to terminate this contract upon thirty (30) days notice in writing to the other for any reason.

VIII.

In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this agreement, the prevailing party shall be entitled to recover as part of any judgement entered therein in its favor reasonable attorney's fees, as well as court costs and damages.

Copy # 2

38 1158

AS PER ORIGINAL

Jani King

Pct. 2-Fort Bend County
Constable
7232 W. Fuqua
Missouri City, Texas 77459

Jani-King of Houston
3727 Greenbriar Suite 208
Stafford, Texas 77477

CLIENT

By: [signature]
AUTHORIZED SIGNATURE

TITLE: County Judge

JANI-KING

By: [signature]
AUTHORIZED SIGNATURE

TITLE: Authorized Dealer

PRICING SCHEDULE

2 x WEEKLY
ONE HUNDRED FIFTY DOLLARS
($150.00)
MONTHLY

Jani king

CLEANING SCHEDULE

I. NIGHTLY CLEANING

A. Reception area, offices and halls.

a. All trash receptacles are to be emptied and trash removed to a collection point. (Liners to be furnished by Client.)

b. Empty ashtrays, wet-wipe and dry-polish.

c. Vacuum all carpeting. JANI-KING will not be responsible for the removal of staples from carpets.

d. Clean and polish drinking fountain.

e. Thoroughly dust all horizontal surfaces, including desktops, files, window sills, chairs, tables, pictures and all manner of furnishings in above named areas.

f. Dust telephones.

g. Dust mop hard surface floors with a treated dustmop.

h. Damp mop hard surface floors to remove any spillage or soiled areas.

i. Damp wipe entrance metal and fingermarks on entrance glass.

j. Spot clean partition glass.

k. Spot clean carpet for accidental spillage.

Jani King

I. NIGHTLY CLEANING (Cont'd)

B. Restrooms

a. Stock towels, tissue, and hand soap. (To be supplied by Client.)

b. Empty sanitary napkin receptacles and damp wipe for sanitation.

c. Empty trash receptacles and wipe if needed.

d. Clean and polish mirrors.

e. Wipe towel cabinet covers.

f. Toilets and urinals to be cleaned and sanitized inside and out.

g. Polish bright work.

h. Toilet seats to be cleaned on both sides and sanitized.

i. Scour and sanitize all basins.

j. Dust partitions, tops of mirrors and frames.

k. Remove splash marks from walls around basins.

l. Wet mop and rinse restroom floors for proper sanitation.

m. Remove fingerprints and marks from stall doors and partitions.

n. Clean all urinal traps.

Jani king

II. WEEKLY CLEANING

A. Named Areas

a. Dust all vertical surfaces of desks, file cabinets, chairs, tables, and other office furniture.

b. Power vacuum all carpeting, taking care to get into corners, along edges, and beneath furniture.

c. Damp mop hard surface floors, taking care to get into corners, along edges, and beneath furniture.

d. Remove dust and cobwebs from ceiling areas.

III. MONTHLY CLEANING

A. All Named Areas

a. Accomplish all high dusting not reached in the above mentioned cleaning.

b. Vacuum all upholstered furniture.

Jani King

OTHER SERVICES

A. Defective or inoperable building equipment shall be brought to the attention of the CLIENT such as:

a. leakage or problem plumbing.

b. defective lights or lighting.

c. doors and/or gates not properly secured.

d. other unusual circumstances such that might affect the security, maintenance or effectiveness of the facility.

e. Janitor closets, equipment and materials shall be kept in a neat, clean and an orderly condition at all times.

B. Carpeting shall be cleaned, upon request, for an additional fee.

C. An anti-static material shall be applied to all carpeting, upon request, for an additional fee.

D. Exterior window cleaning, upon request, for an additional fee.

E. Trash hauling from premises, upon request, for an additional fee.

F. All emergency and/or construction clean-up shall be accomplished for an additional fee.

G. Strip and wax hard surface floors upon request for an additional fee.

H. Buff hard surface floors upon request for an additional fee.

I. Dust mini and/or venetian blinds upon request for an additional fee.

G. Jani-King will not be responsible for the care or maintenance of foliage/shrubbery.

AS PER ORIGINAL

38 1163

17

P - L

Putney, Moffatt & Easley

CONSULTING ENGINEERS

April 20, 1989

Commissioner Alton B. Pressley
Fort Bend County, Precinct No. 3
1809 Eldridge Road
Sugar Land, Texas 77478

Re: Mission Bend San Miguel, Section Three

Dear Commissioner Pressley:

We respectfully submit for your review and consideration the acceptance of the streets in the above referenced subdivision.

The linear feet of those streets located within Fort Bend County and within the above referenced subdivision, are as follows:

Soledad Drive	420 LF
Tamayo Drive	420 LF
Barbarossa Drive	3120 LF
	3960 LF = .75 miles

If we may be of further assistance, please advise.

Very truly yours,

PUTNEY, MOFFATT & EASLEY

Robert C. Shindler, Jr.

Robert C. Shindler, Jr.

RCS:rs

cc: Mr. Charles Glen Crocker, Assistant Engineer, Fort Bend County

A SUBSIDIARY OF MOFFATT-EASLEY, INC.

1303 SHERWOOD FOREST HOUSTON, TEXAS 77043 (713) 932-6666

38 1164

AS PER ORIGINAL

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

April 20, 1989

Judge Jodie E. Stavinoha/FBC Judge
Commissioner Bud O'Shieles/FBC Pct. #1
Commissioner Ben Denham/FBC Pct. #2
Commissioner Alton B. Pressley/FBC Pct. #3
Commissioner Bob Lutts/FBC Pct. #4
Mr. Larry Wagenbach/FBC Asst. Dist. Attorney - Civil Division
Ms. Dianne Wilson/FBC Clerk

RE: Voter Precinct Line/Commissioner Precinct Line Changes

Dear Gentlemen:

Changes approved by Commissioners Court on April 10, 1989:

Old Voter Pct	to	New Voter Pct. #
2012		1012
3013		2013
4015		2015
3060		2060
3027		2027 - with the creation of New Box 3069

Change in line between Voter Box 1018 & Box 2021.

Additional changes to be approved by Commissioners Court on Monday April 24, 1989:

1. Change line between Voter Box 1038 and 4054 (West of City of Rosenberg) to follow State Representative Districts line.

2. Change line between Voter Boxes 2068 & 2021 to follow Kocurek Rd. between Beard Rd. and FM 1462.

3. Change line between Voter Box 3049 and 2060 to follow City limits of Missouri City.

4. Change line between 1067 & 1007 to follow levee to East of Greatwood Subd.

5. Change line between 2003 & 2023 to follow State Senatoral District line @ FM 521.

6. Voter Boxes 2034, 2003, 4033, 4062 changed to show changes in City limits

Voter Precinct Line/Commissioner Precinct Line Changes
Page 2 (cont'd)

7. Line between Voter Box 4041 & 3005 to follow Pecan Grove MUD #1 boundary line.

8. Voter Boxes 3049 & 4028 changed to follow New Alignment of Cartwright Rd. and Dulles Rd.

If you have any questions, please call.

Sincerely,

Ron D. Drachenberg

Ron D. Drachenberg, P.E.,R.P.S.
FBC Engineer

RDD:rp

attachments

FILED
'89 APR 27 A10:29
Dianne H. Olson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

AS PER ORIGINAL 38 1166 18

APRIL 1989

FORT BEND COUNTY

KEY MAPS, INC.

1411 W. Alabama Houston, TX 77006 (713) 522-7949

1inch=4000 feet

0 1 2 3

MILES

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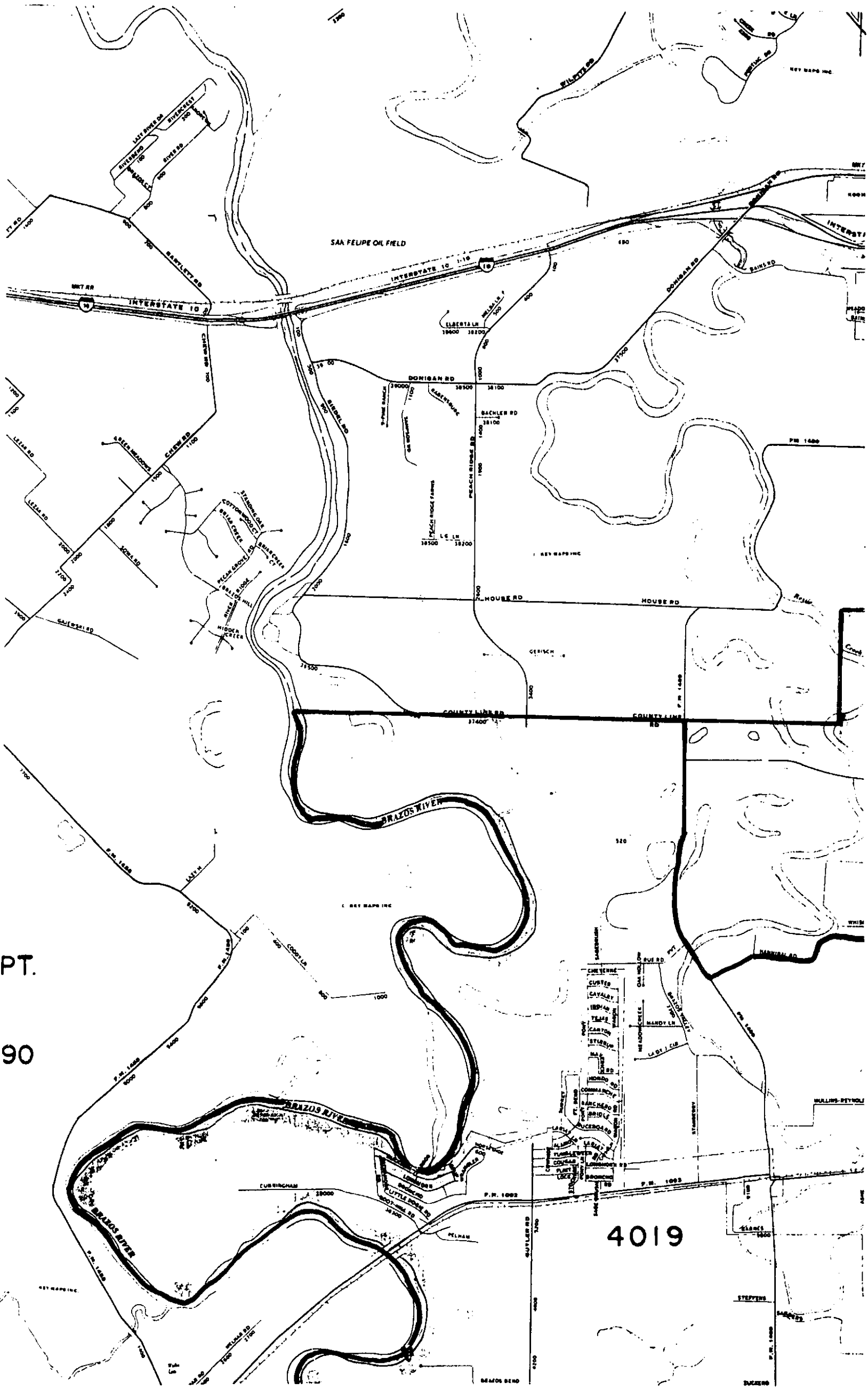
VOTER PRECINCT LINES
FORT BEND COUNTY ENG. DEPT.

EFFECTIVE DATE MARCH 1, 1990

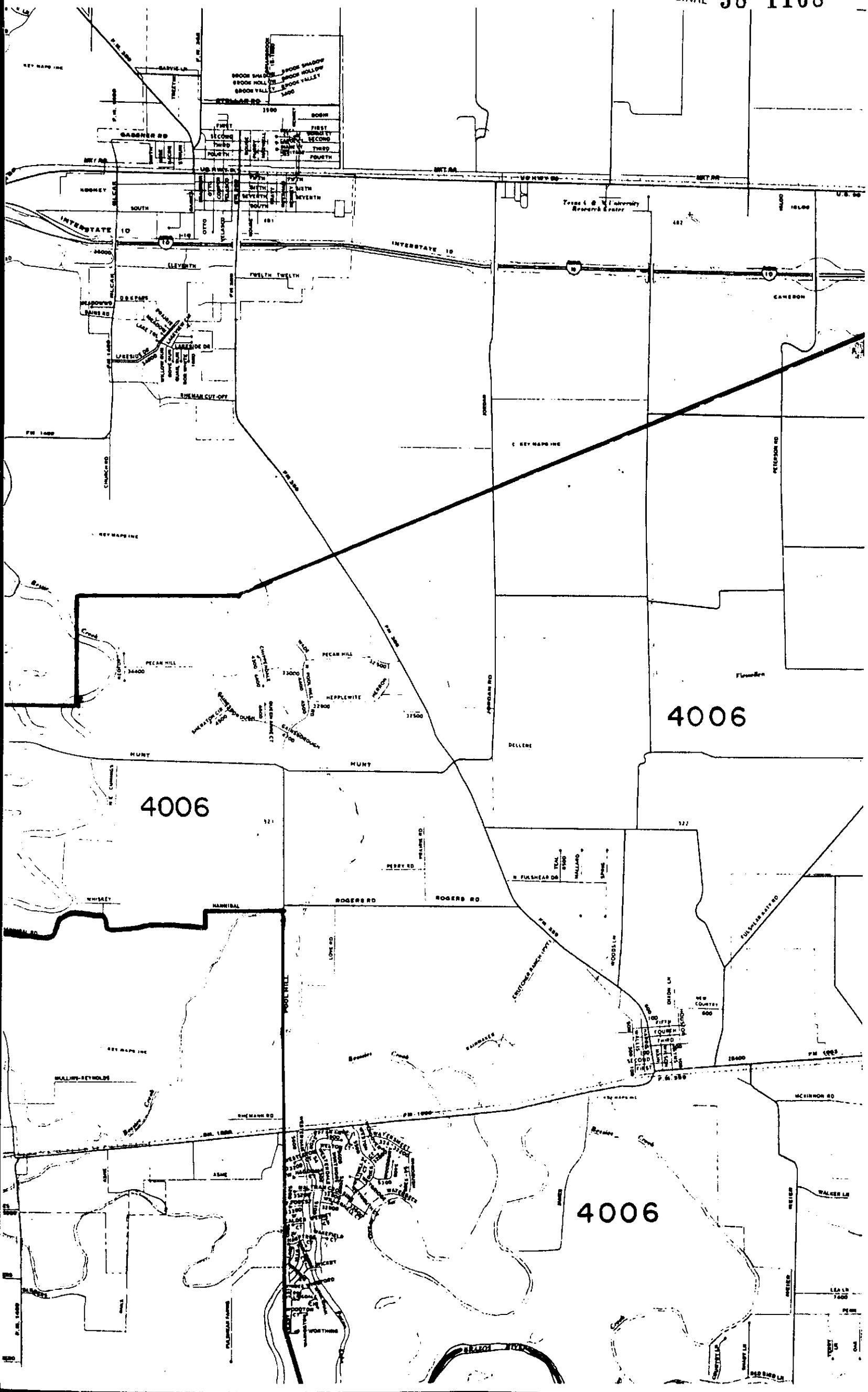
AS PER ORIGINAL 38 1167



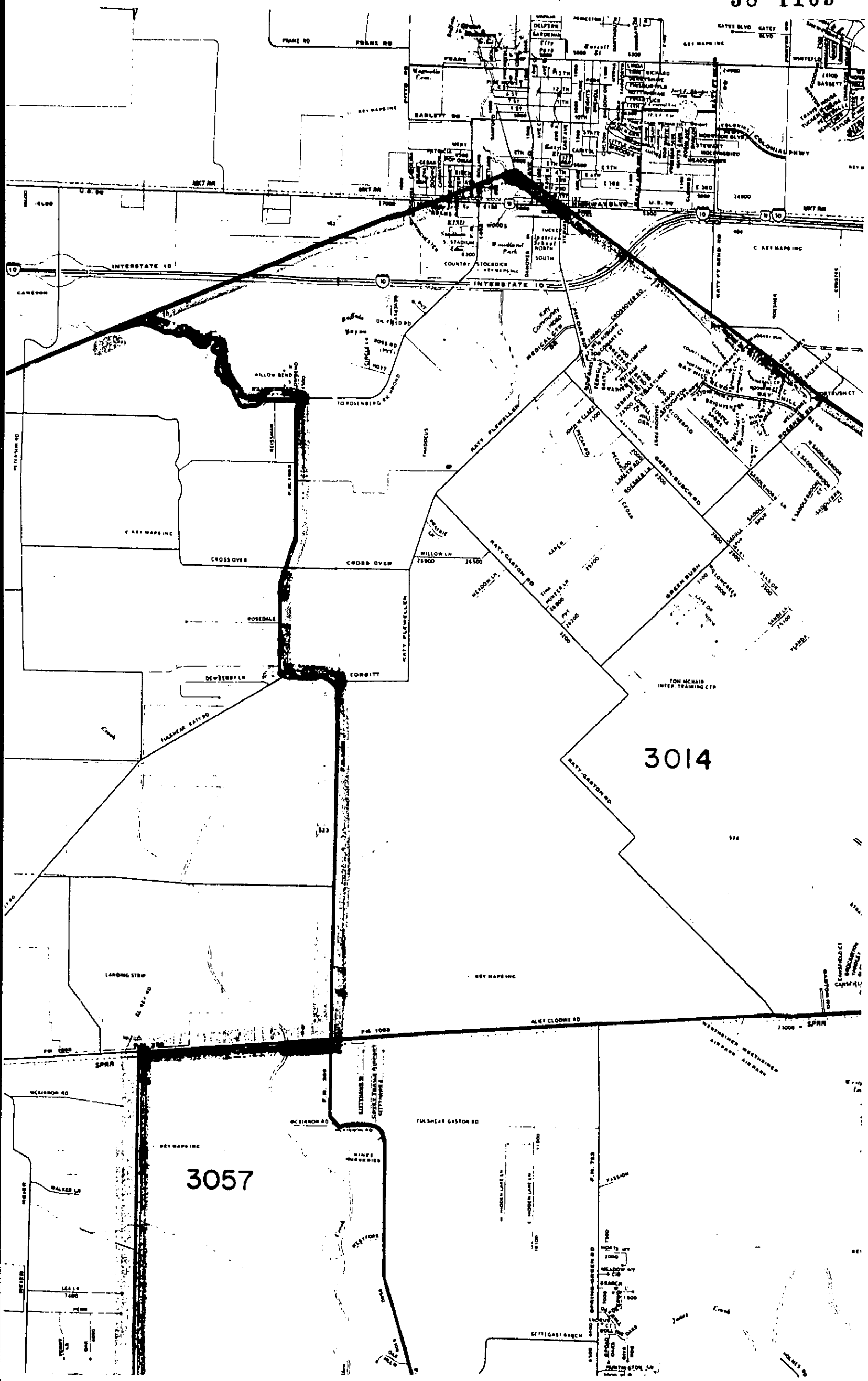
EPT.

990

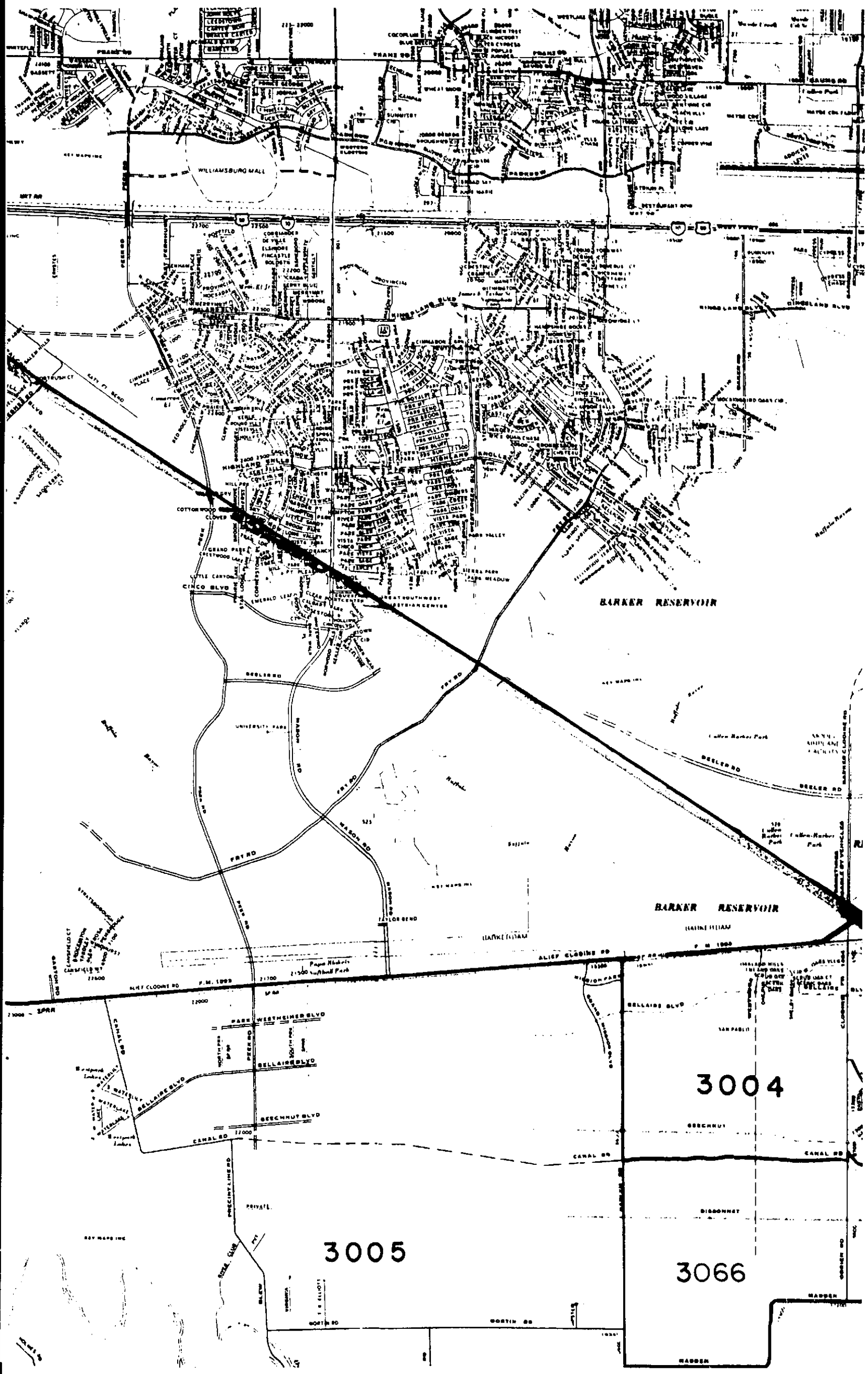
AS PER ORIGINAL 38 1168



AS PER ORIGINAL 38 1169

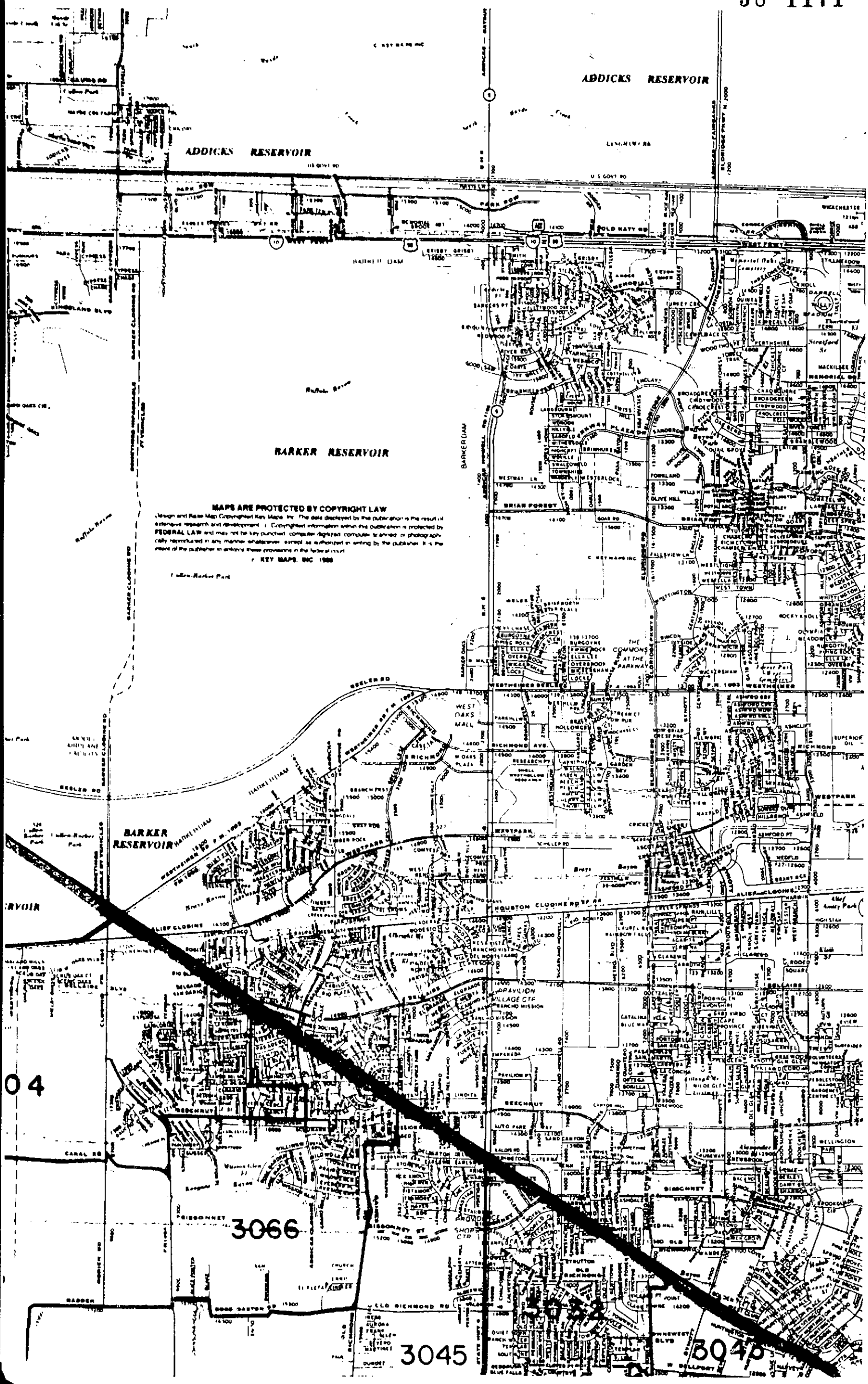


AS PER ORIGINAL 38 1170

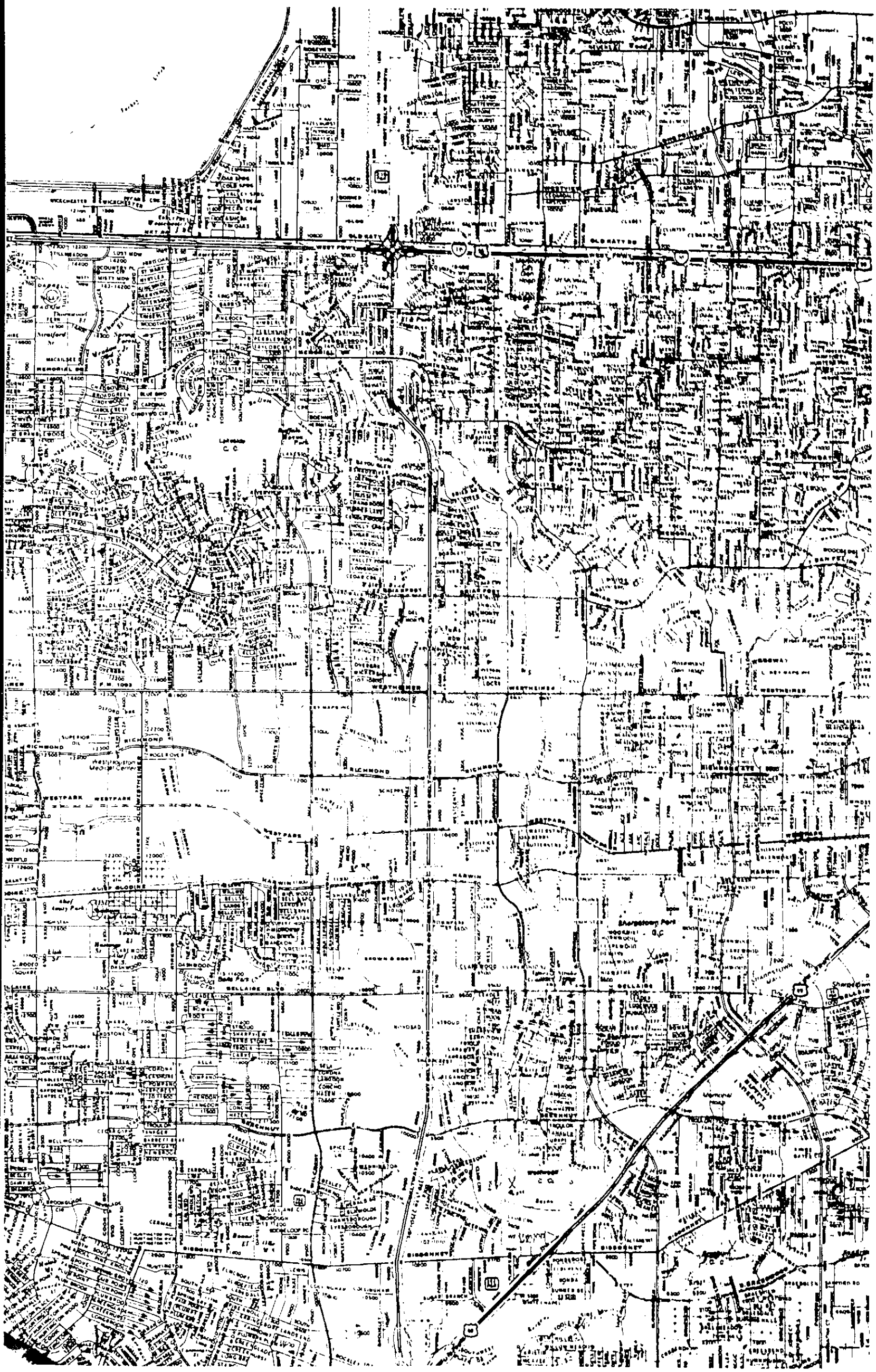


AS PER ORIGINAL

38 1171

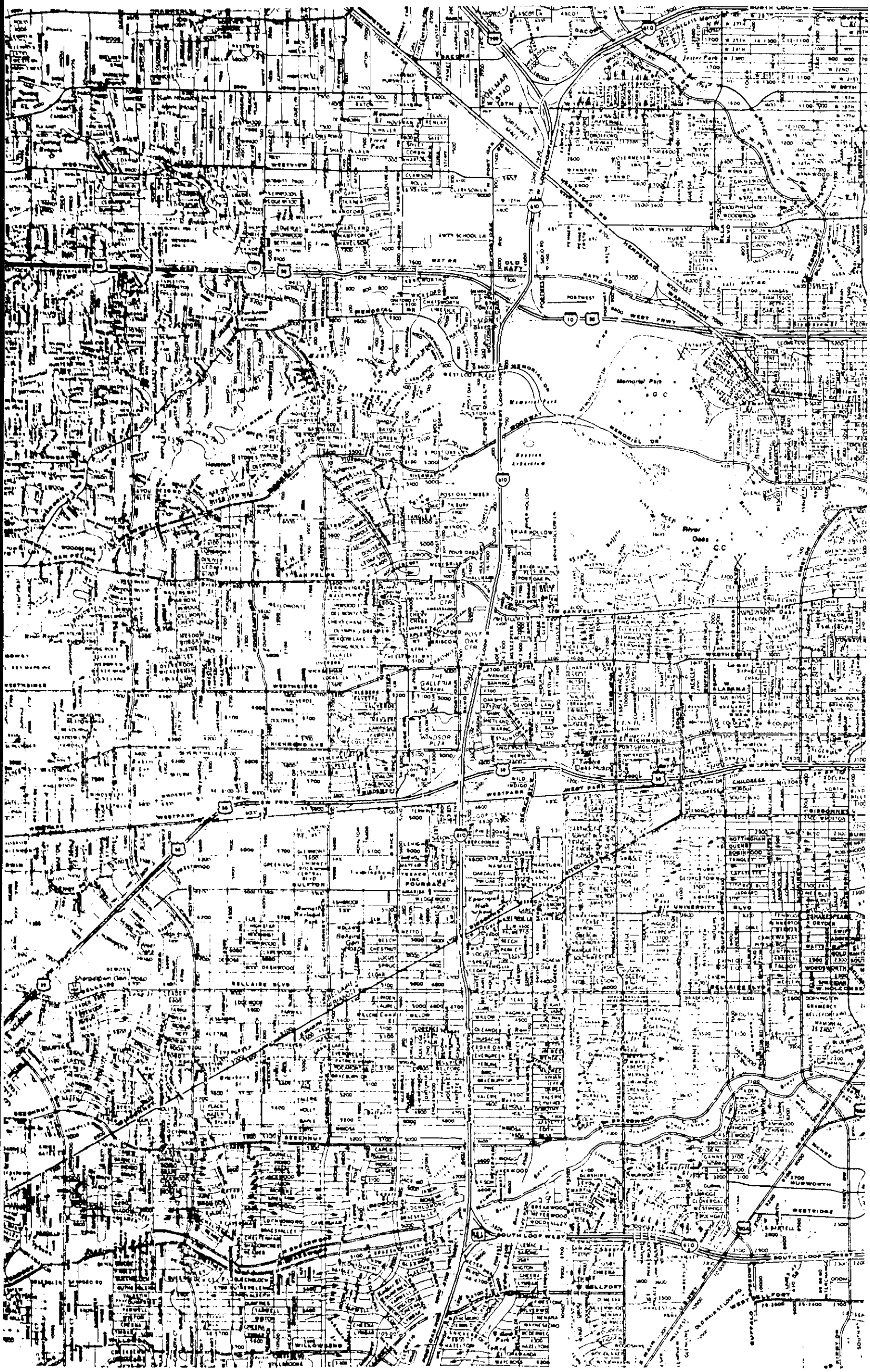


AS PER ORIGINAL 38 1172



AS PER ORIGINAL

38 1173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River Oaks C.C.
Westheimer
Richmond Ave
West Park
Bellaire Blvd
Beechnut
South Loop West
Westbriar
Westchase
Westpark
Hillcroft
Fondren
Bellfort
Mudworth
Westridge
Old Katy
Post Oak
Galleria
Windsor Plaza
Post Oak Ctr
Sakes Ctr
Memorial Dr
Woodway
Kirby
Shepherd
Dunlavy
Montrose
Waugh
Yoakum
Gessner
Wilcrest
Dairy Ashford
Eldridge
Voss
Hillcroft
Fondren
Bellfort
Old Katy Rd
Westheimer
Richmond
Alabama
Colquitt

38 1174

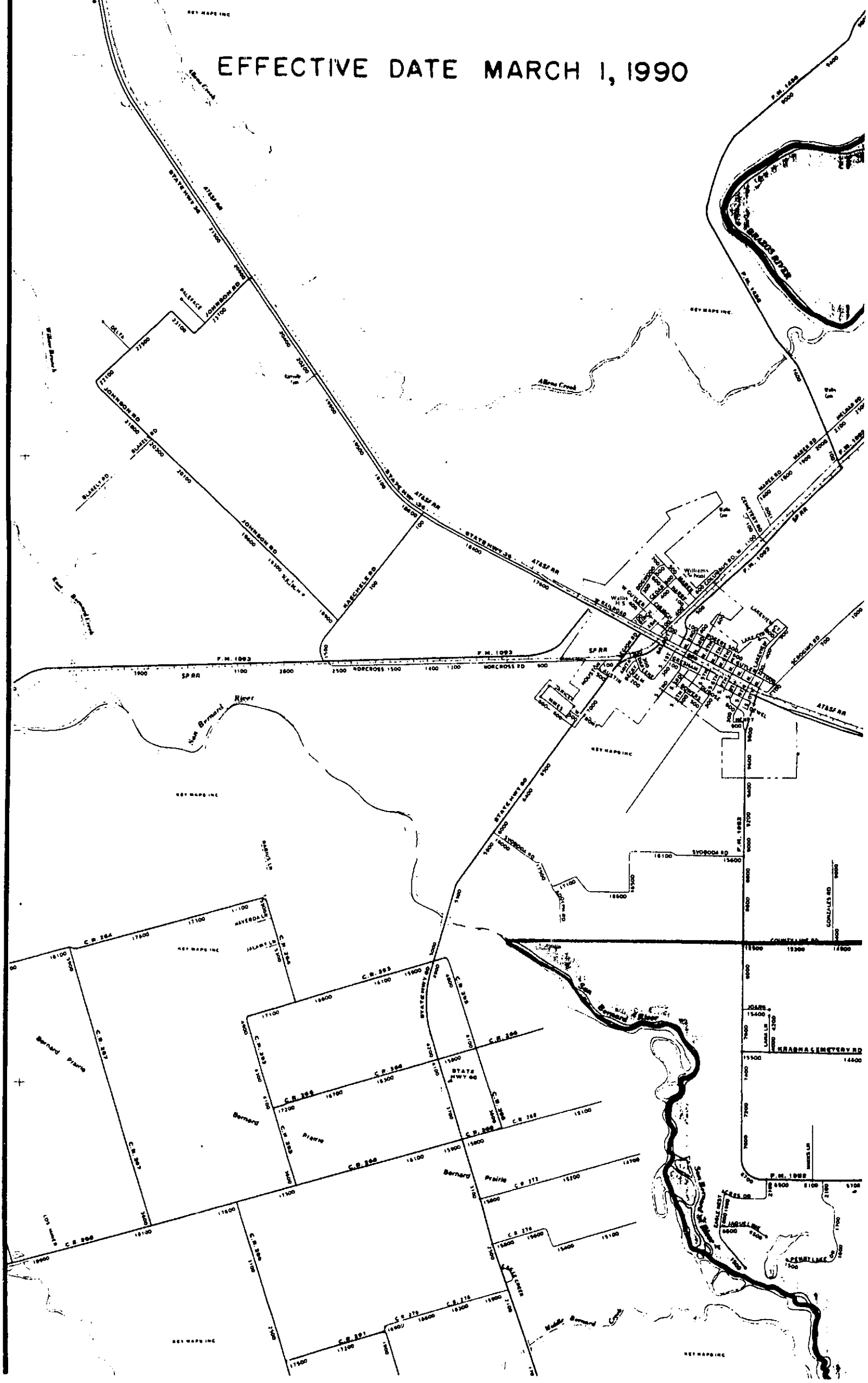
AS PER ORIGINAL

VOTER PRECINCT LINES
FORT BEND COUNTY ENG. DEPT.

38 1175

AS PER ORIGINAL

EFFECTIVE DATE MARCH 1, 1990



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90

38 1176

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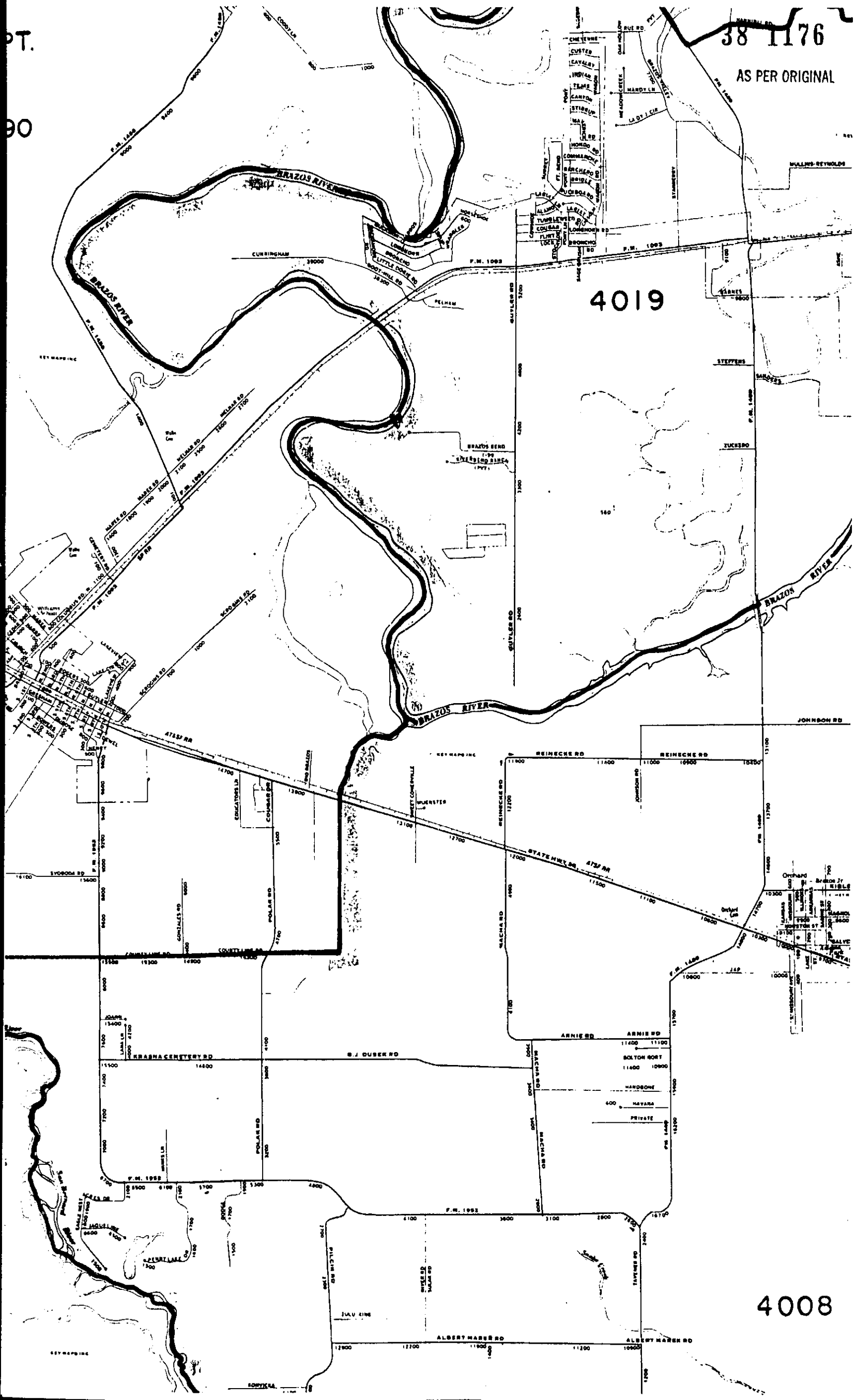

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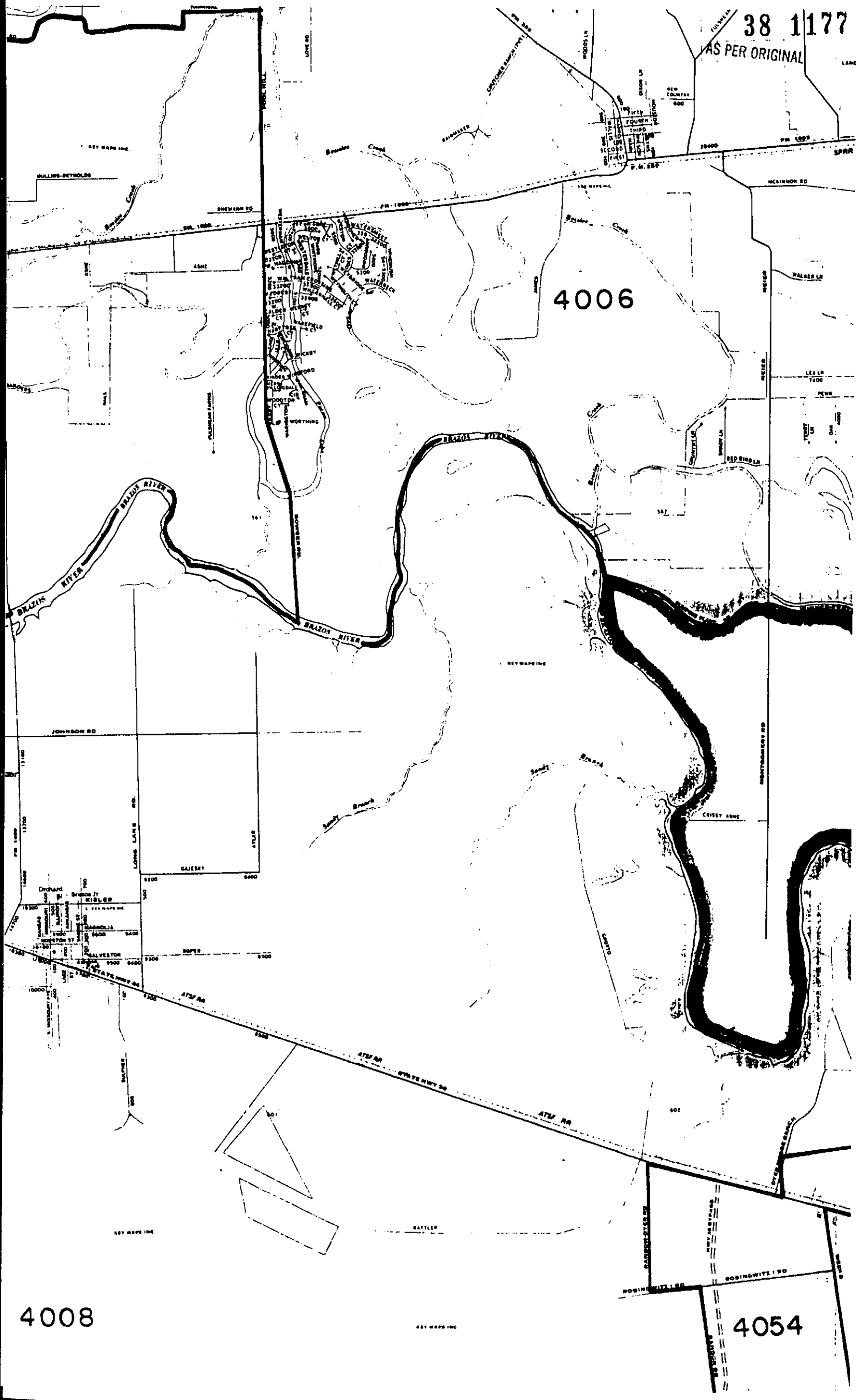

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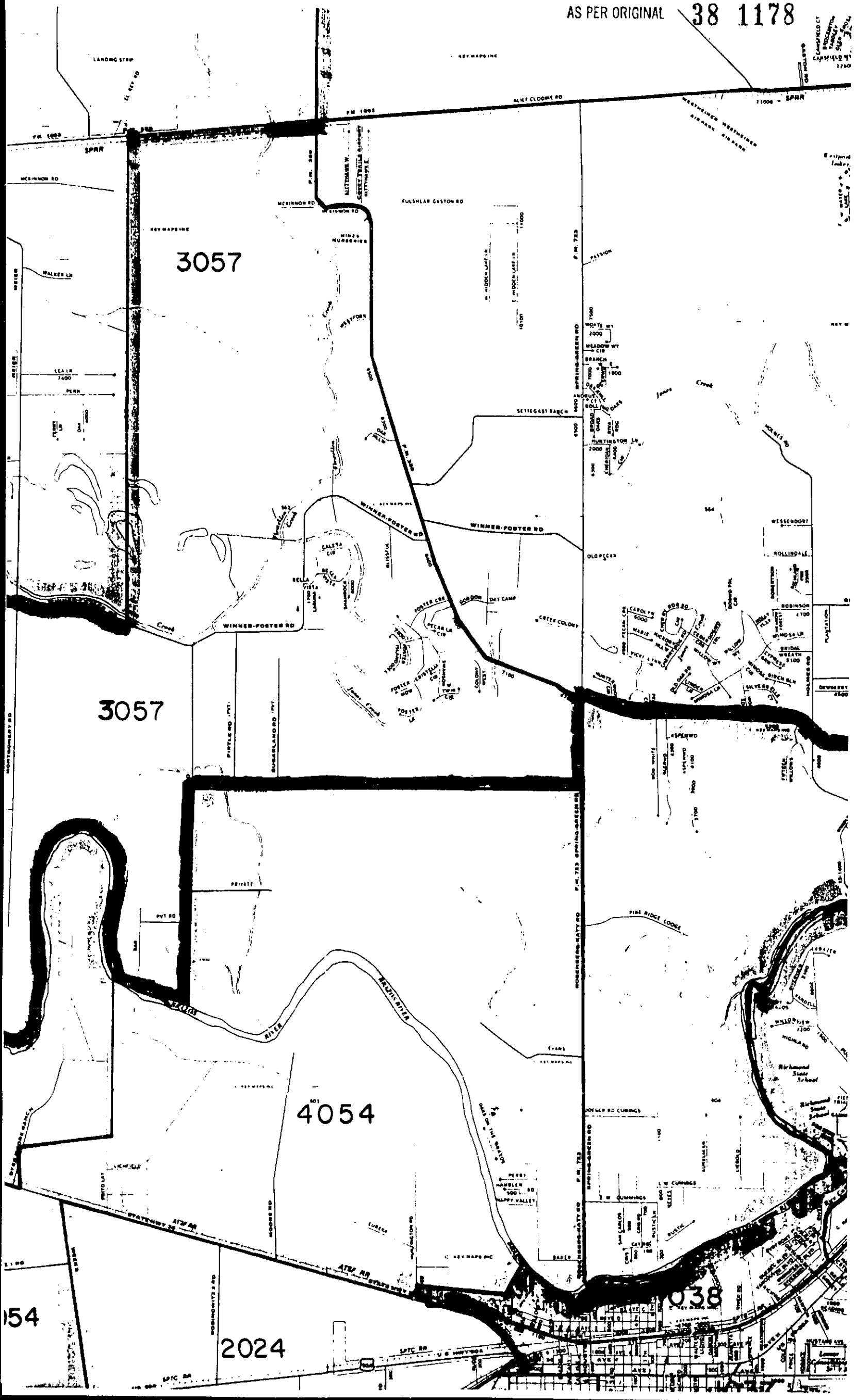

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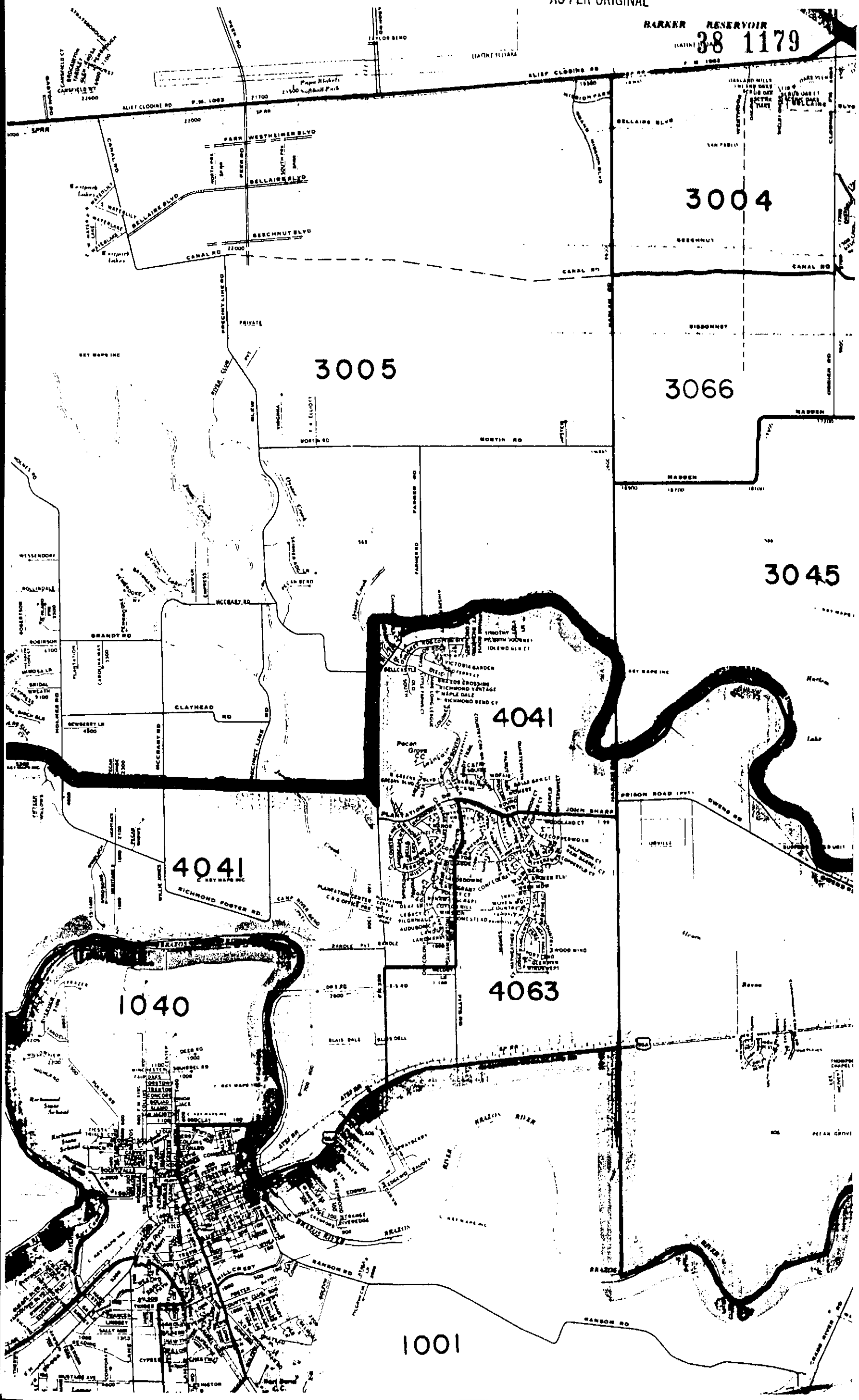
38 1179



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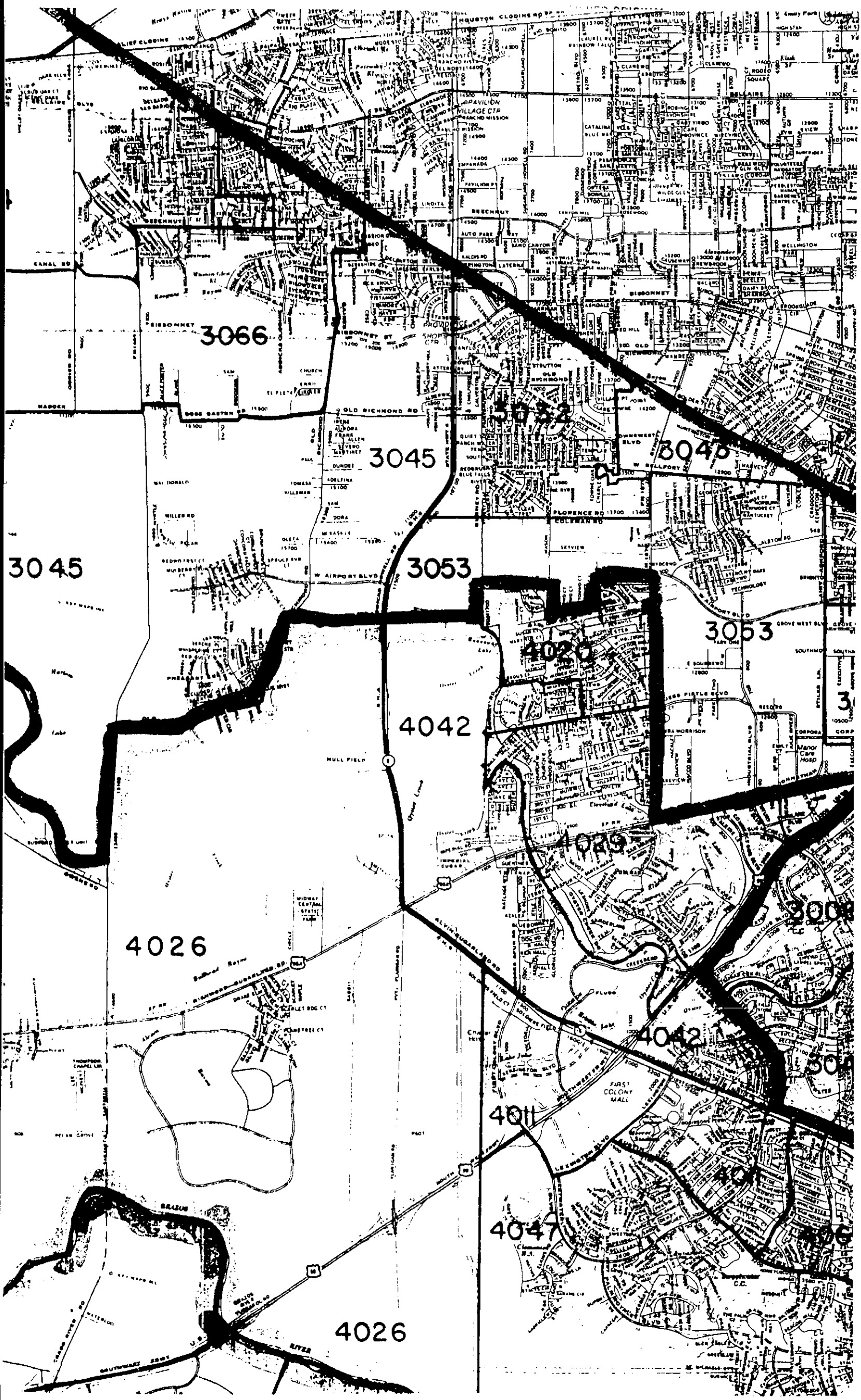

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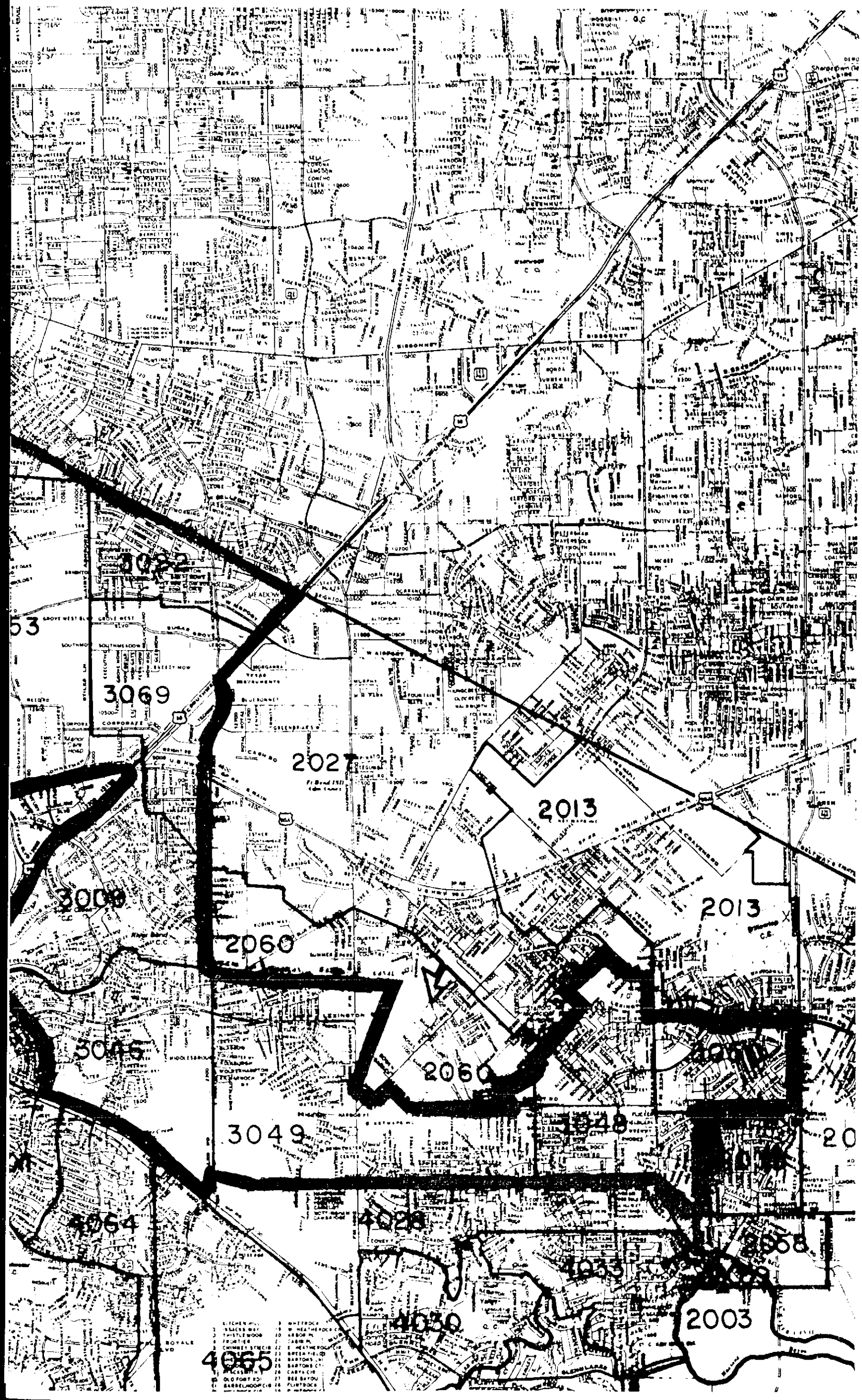

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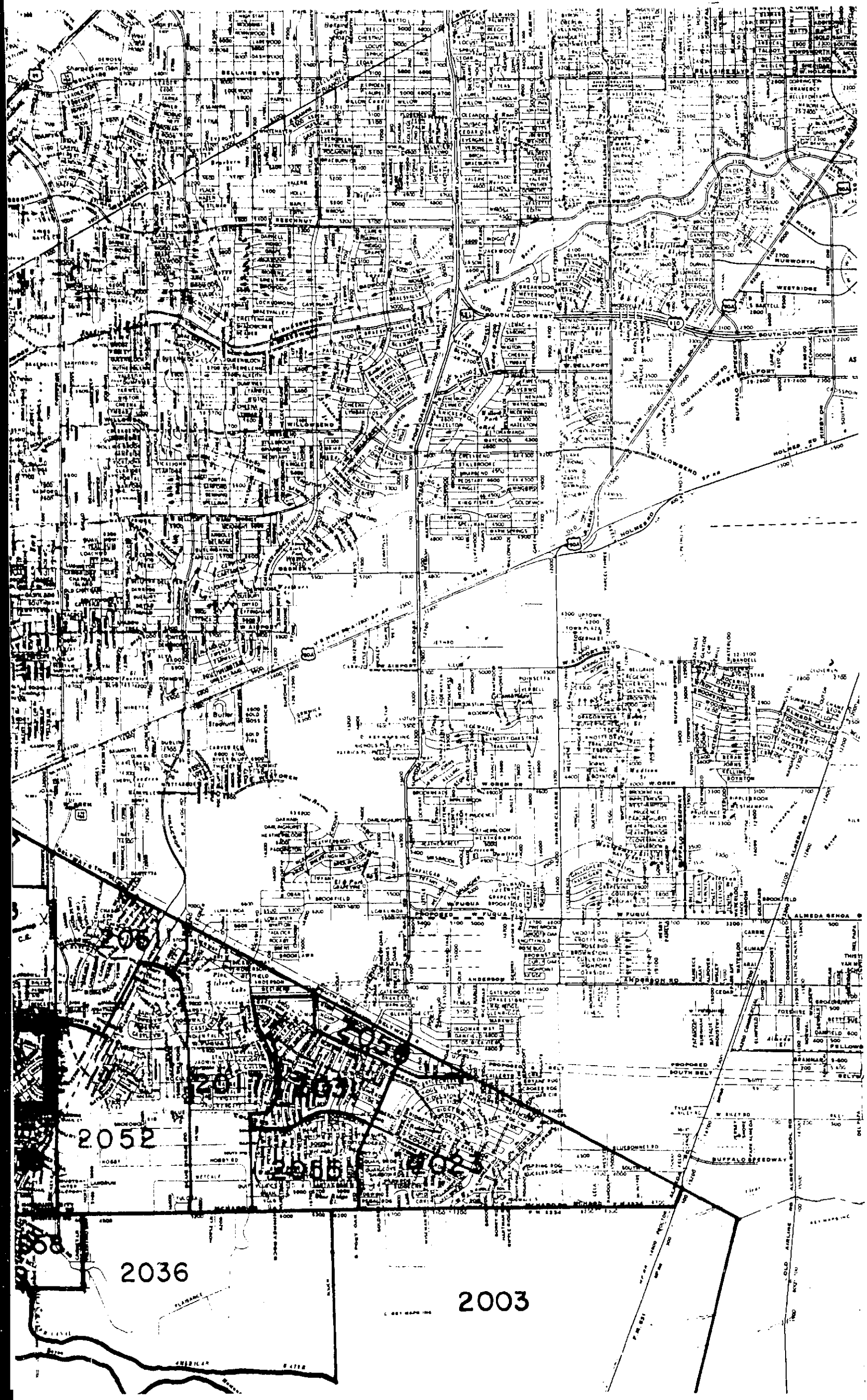

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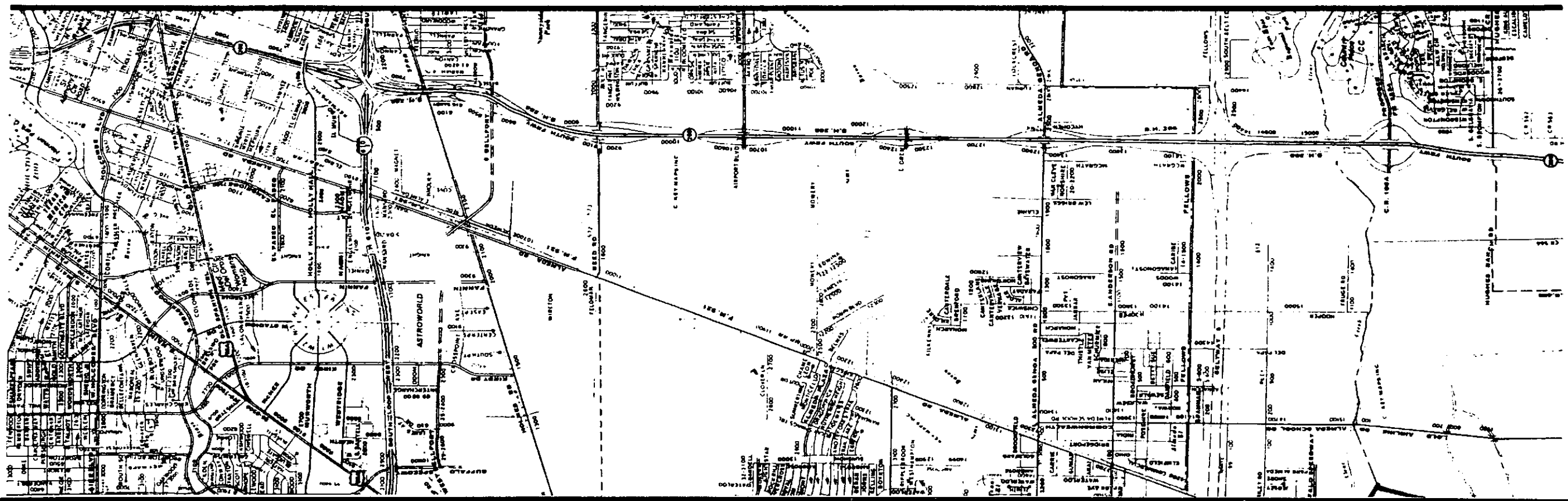
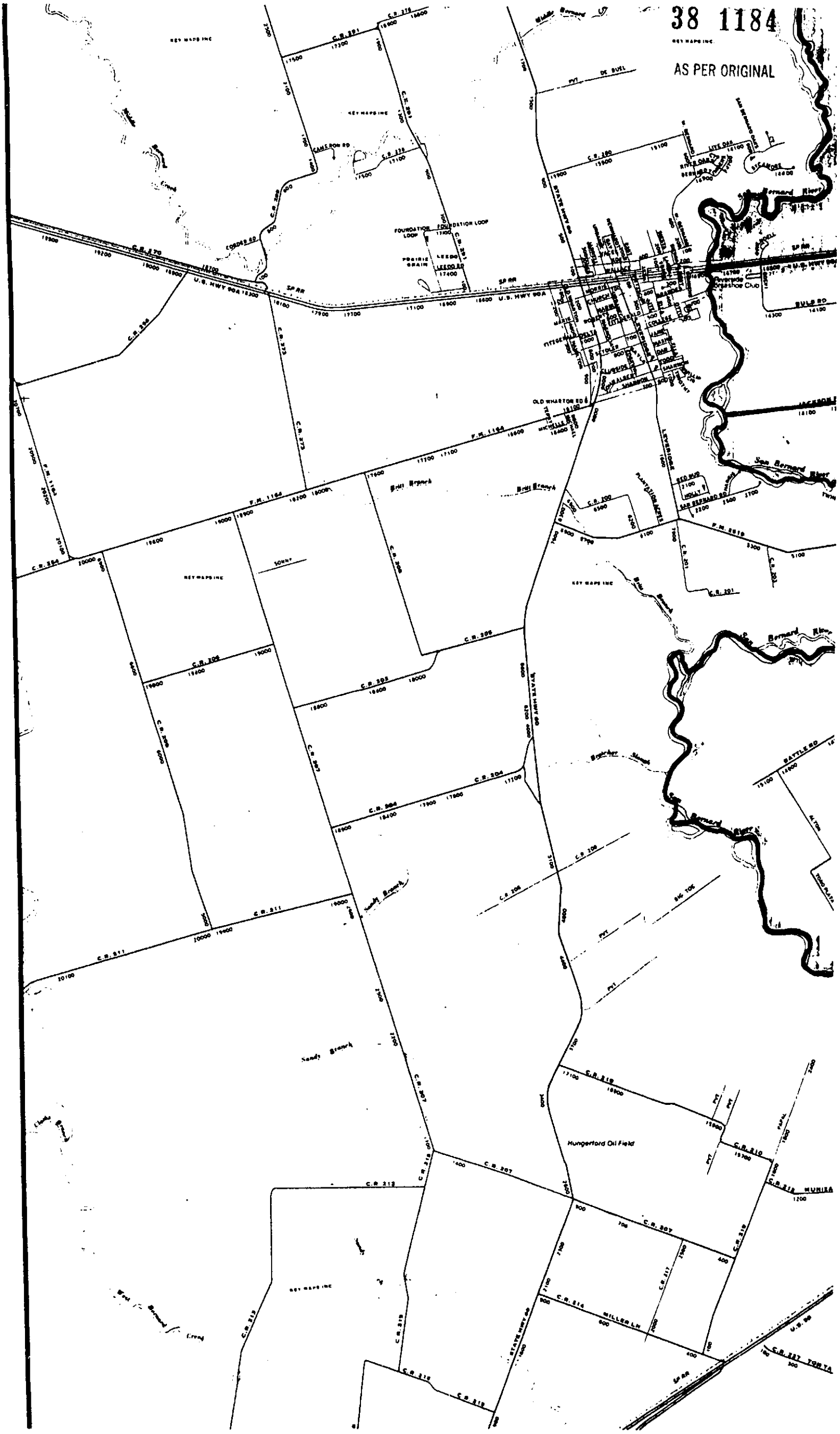

ASTROWORLD
ALAMEDA
SOUTH FWY
HOLLY HALL
BEECH RD
FILLMORE
AIRPORT BLVD
ALMEDA GENOA
ALMEDA SCHOOL RD
FELLOWS
SANDERSON RD
FUGE RD
HUGHES RANCH RD
S. GULFGATE
S. SHAUFTON
S. WHITTIER
S. BELLFORT
S. BELLFORT
S. BELLFORT

38 1184

AS PER ORIGINAL



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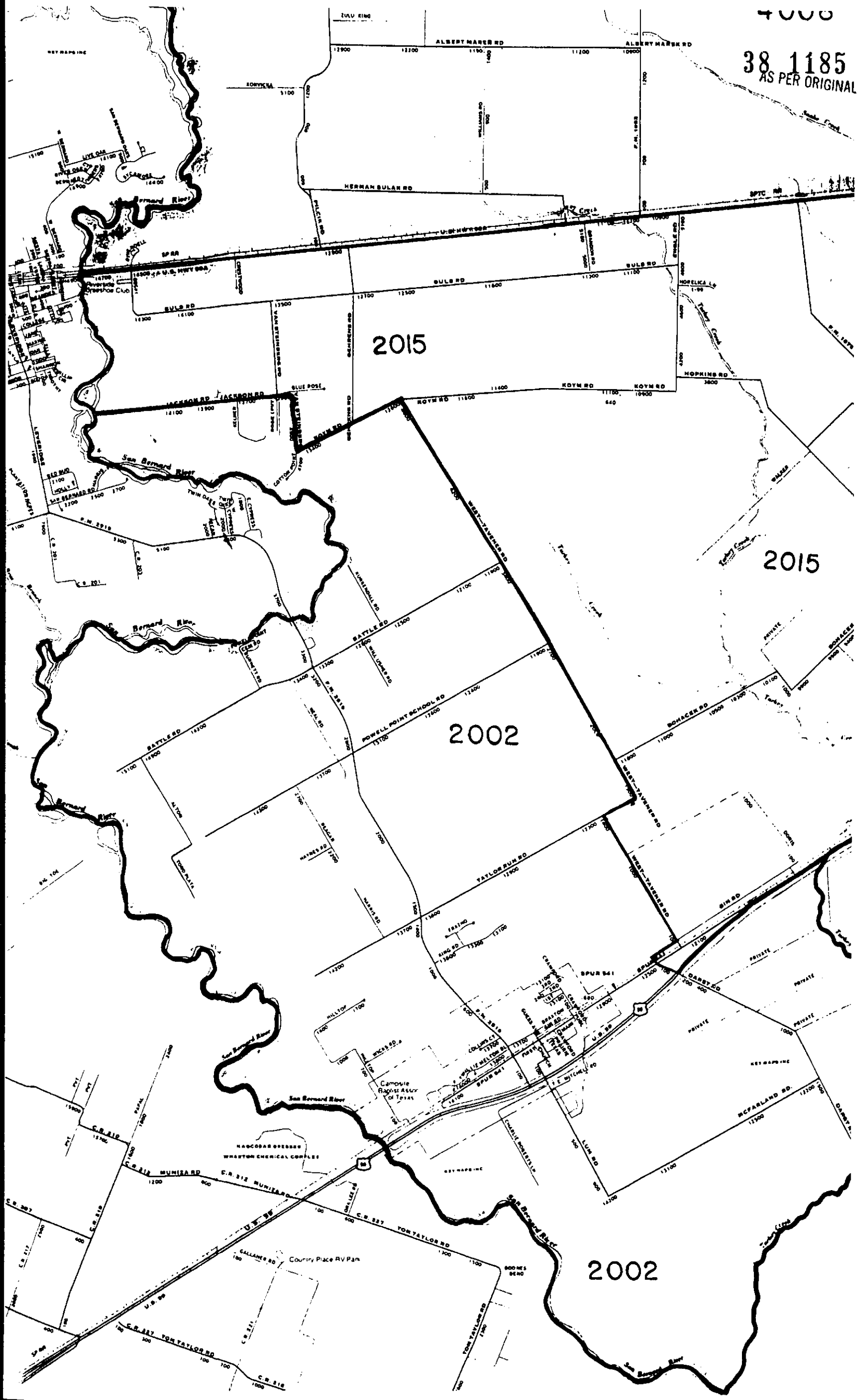
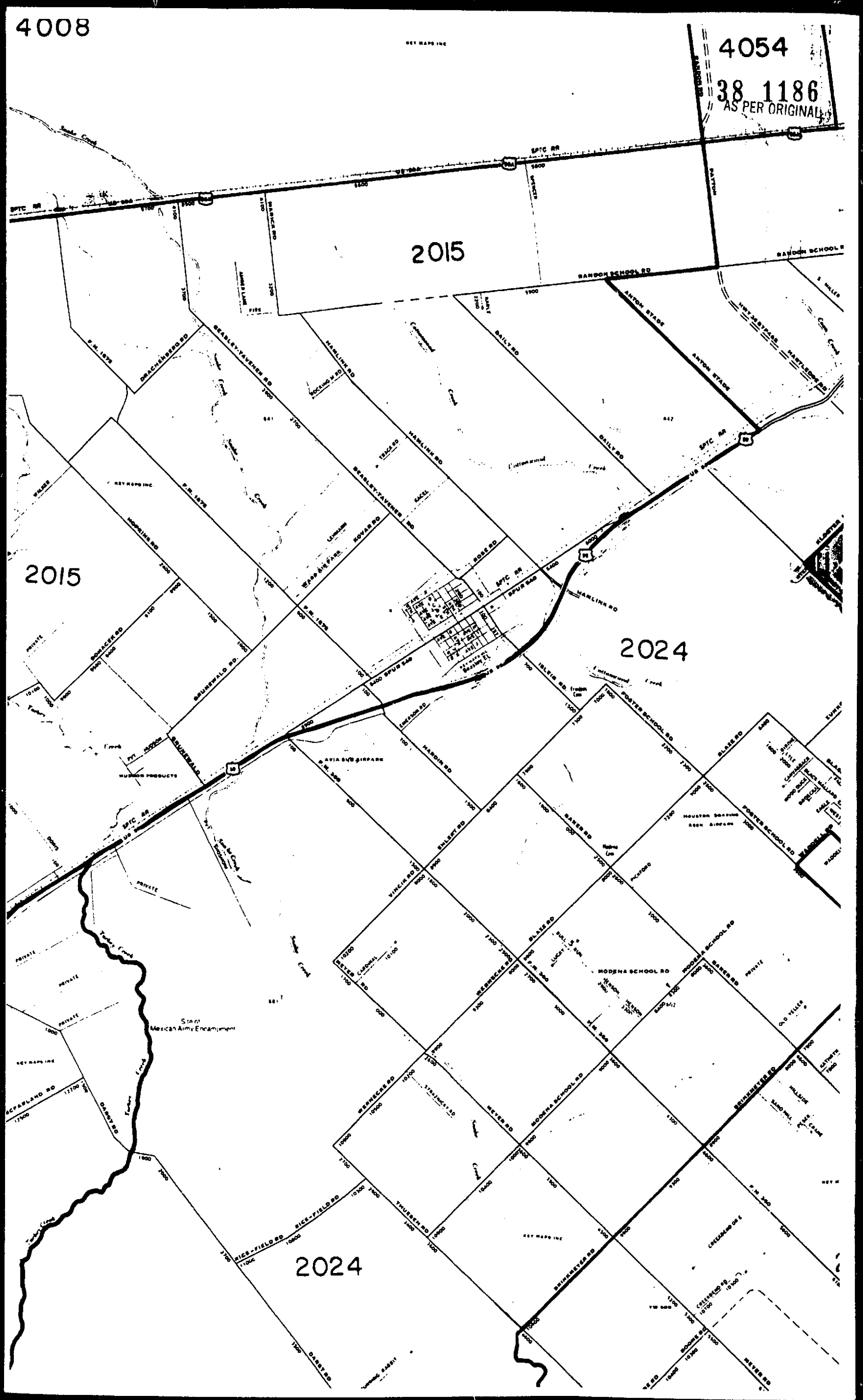
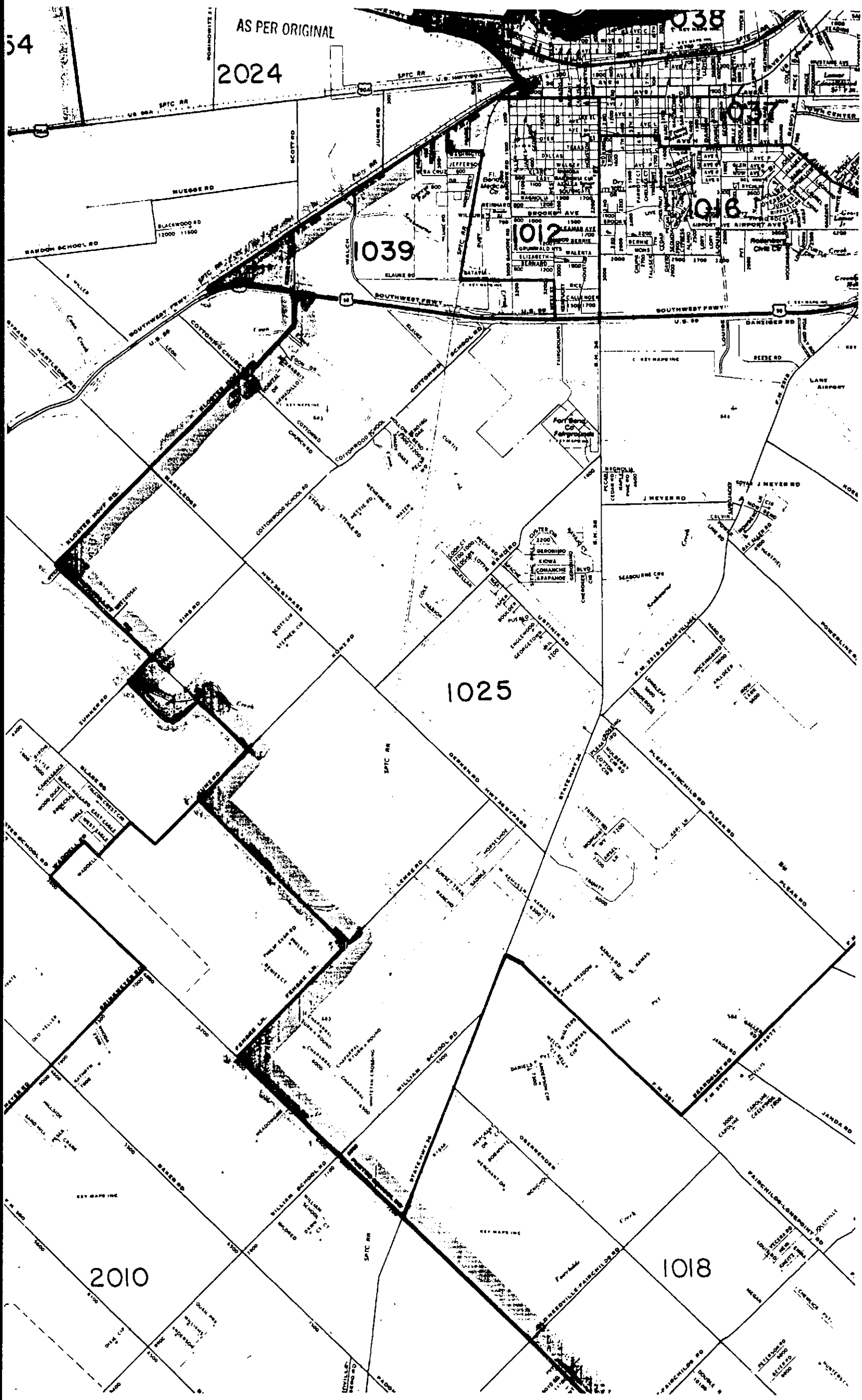


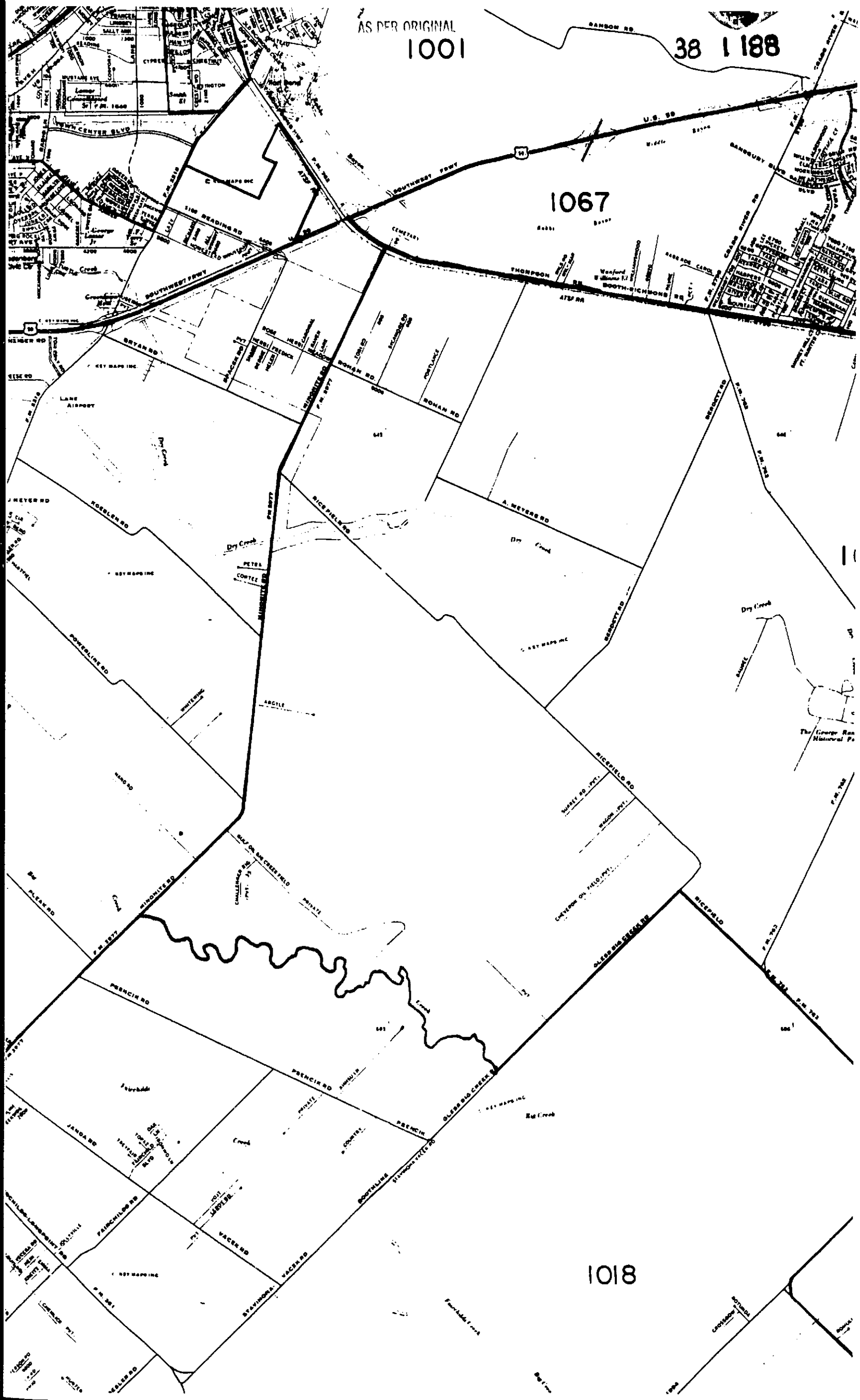

4008
4054
38 1186
AS PER ORIGINAL
2015
2015
2024
2024
RANDON SCHOOL RD
ANTON STADE
DAILY RD
HAMLINK RD
BEASLEY-TAVENER RD
DRACHENBERG RD
KOVAR RD
ROSE RD
SPUR 540
HOPKINS RD
BOMACEK RD
BRUNEWALD RD
ISLEIN RD
HARDIN RD
EMERSON RD
FOSTER SCHOOL RD
BLAZE RD
BAKER RD
ENLERT RD
VINCIK RD
WERNECKE RD
MEYER RD
MODENA SCHOOL RD
BRINKMEYER RD
RICE-FIELD RD
THUESEN RD
DARBY RD
BOONE RD
Site of
Mexican Army Encampment

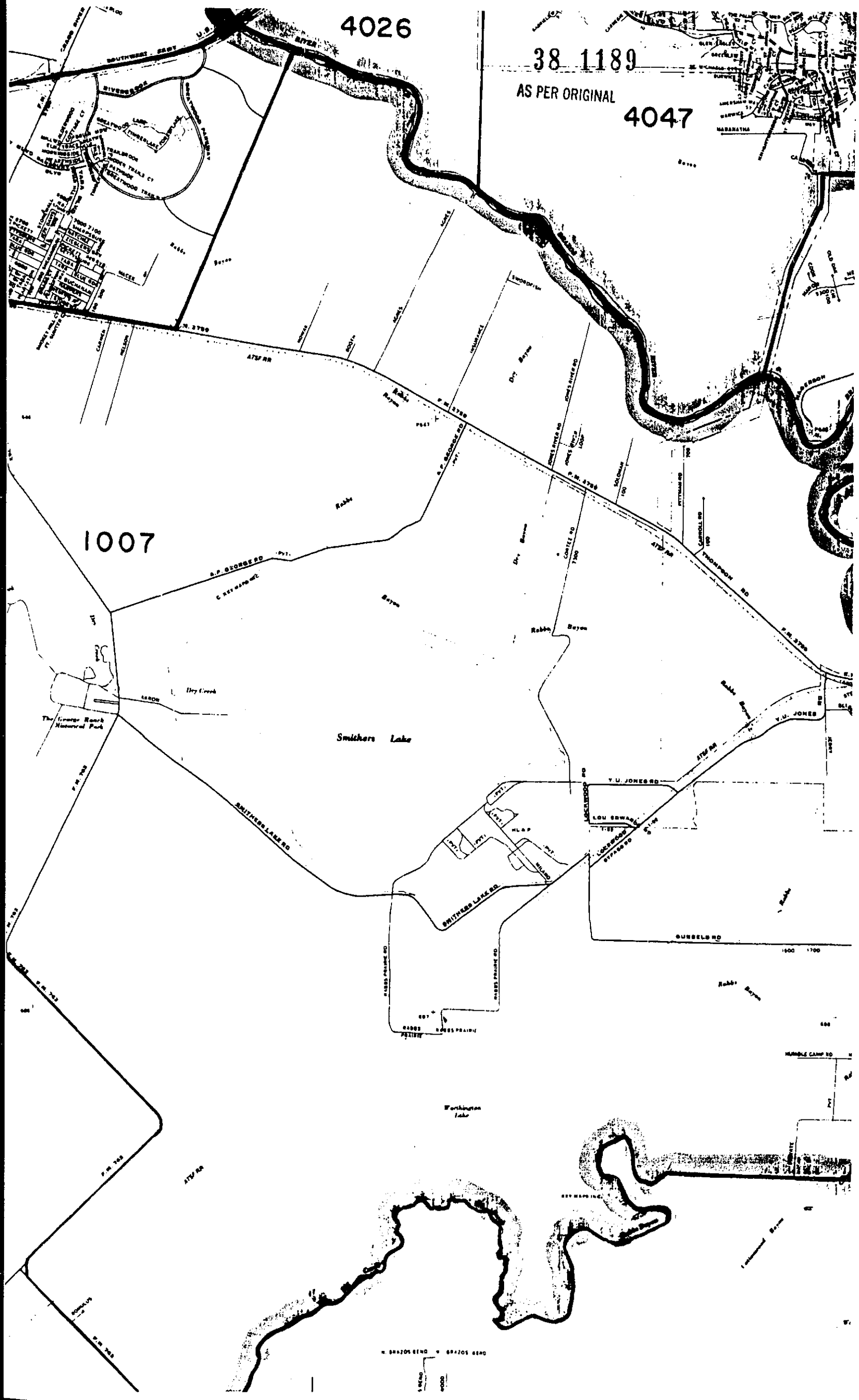

AS PER ORIGINAL
2024
1039
1012
1037
1036
1025
2010
1018
SOUTHWEST FWY
SPTC RR
BROOKS AVE
AIRPORT AVE
MUGGE RD
RANDOM SCHOOL RD
SCOTT RD
JUNKER RD
WALCH
COTTONWOOD CHURCH
COTTONWOOD SCHOOL RD
BARTLEDGE
BLOSTER HOVE RD
DANEIGER RD
REESE RD
J MEYER RD
LANE AIRPORT
POWERLINE RD
PLEAK RD
PEARSALL RD
JANDA RD
WILLIAM SCHOOL RD
BAKER RD
FENDER LN
LEHNER RD
OSTERNO RD
HWY 36 BYPASS
STATE HWY 36
FAIRCHILDS RD
FAIRCHILDS-LONESOME PINE RD
ROSENBERG-FAIRCHILDS RD
Fort Bend Co. Fairgrounds
Rosenberg Civic Ctr
Ft. Bend Medical Ctr
Dry Dock
Lamar Consol. Indep. Sch. Dist.
Fairchilds Cemetery
Fairchilds Cemetery
Fairchilds Cemetery

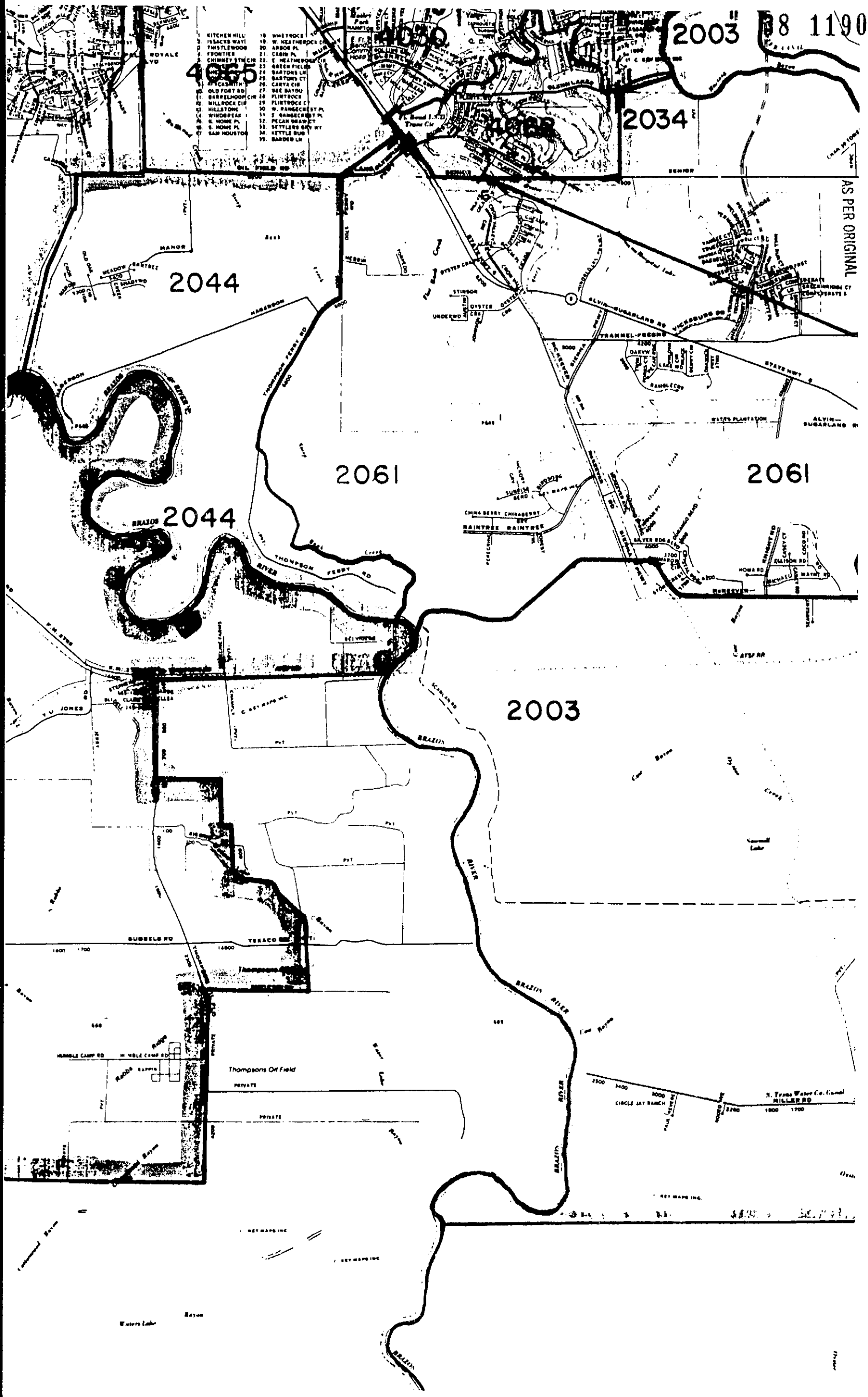
AS PER ORIGINAL

1001

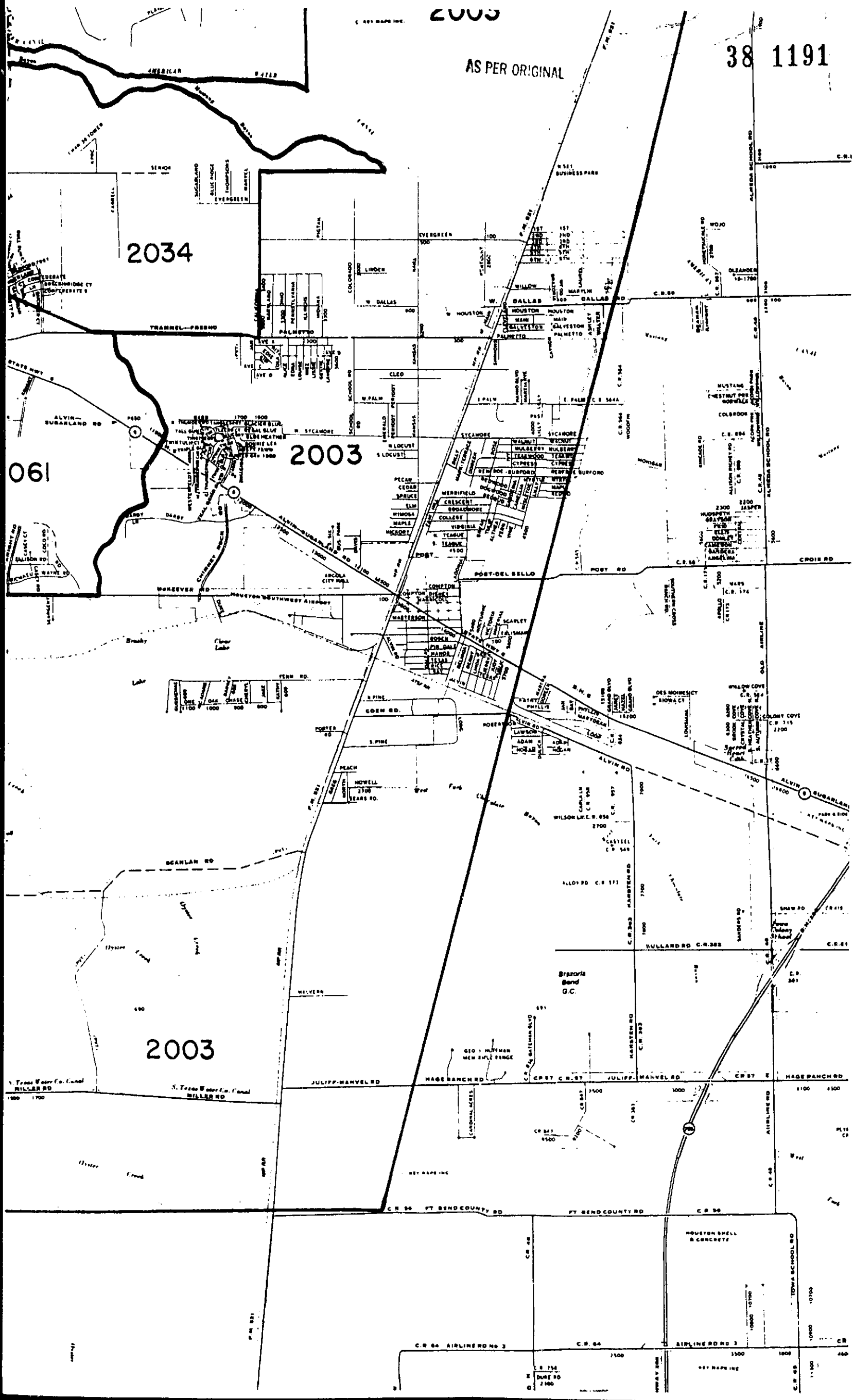
38 1 188




4026
38 1189
AS PER ORIGINAL
4047
1007
Smithers Lake
Dry Creek
The George Ranch Historical Park
SMITHERS LAKE RD
Y.U. JONES RD
LOU EDWARDS
GUNSELS RD
Worthington Lake
ATSF RR
F.M. 2759
F.M. 763
A.P. GEORGE RD
THOMPSON RD
SOLOMAN
CORTEZ RD
JONES RIVER RD
SWORDFISH
MACEK
HUMBLE CAMP RD
RABBS PRAIRIE RD
Rabbs Bayou
Dry Bayou
Bayou
MARANATHA
SOUTHWEST FRWY
RIVERBROOK
GREATWOOD PARKWAY
TRAILBROOK
MODEN TRAILS CT
PATHMIDE
GREATWOOD TRAIL
CARMEN
NELSON
ROMULUS
BRAZOS BEND
BRAZOS BEND



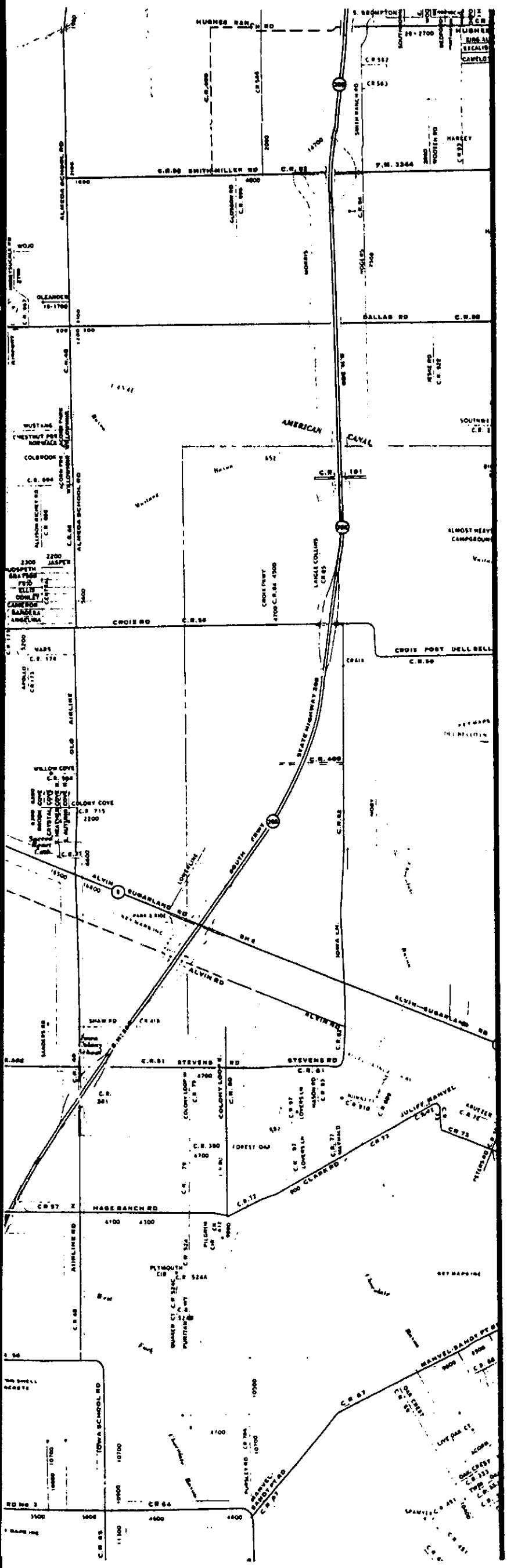
38 1190
AS PER ORIGINAL
2003
2034
2044
2061
2061
2044
2003
4065
4030
4062
OIL FIELD RD
MANOR
HAGERSON
THOMPSON FERRY RD
BRAZOS RIVER
ALVIN-SUGARLAND RD
VICKSBURG DR
TRAMMEL-FRESNO
STATE HWY 6
RAINTREE
THOMPSON FERRY RD
BRAZOS RIVER
SUBBELS RD
TEXACO
HUMBLE CAMP RD
Thompsons Oil Field
PRIVATE
MILLER RD
CIRCLE JAY RANCH
Waters Lake



AS PER ORIGINAL
38 1191
2034
2003
061
2003
AMERICAN WATER
TRAMMEL—FRESNO
PALMETTO
W. DALLAS
DALLAS RD
EVERGREEN
ALVIN—SUGARLAND RD
W. SYCAMORE
SYCAMORE
POST-DEL BELLO
POST RD
CROIX RD
MCKEEVER RD
HOUSTON SOUTHWEST AIRPORT
COEN RD.
ALVIN RD
SCANLAN RD
WULLARD RD
Brazoria Bend G.C.
JULIFF-MANVEL RD
HAGE RANCH RD
MILLER RD
FT BEND COUNTY RD
AIRLINE RD No 3
TOWA SCHOOL RD
ALMEDA SCHOOL RD

38 1192

AS PER ORIGINAL



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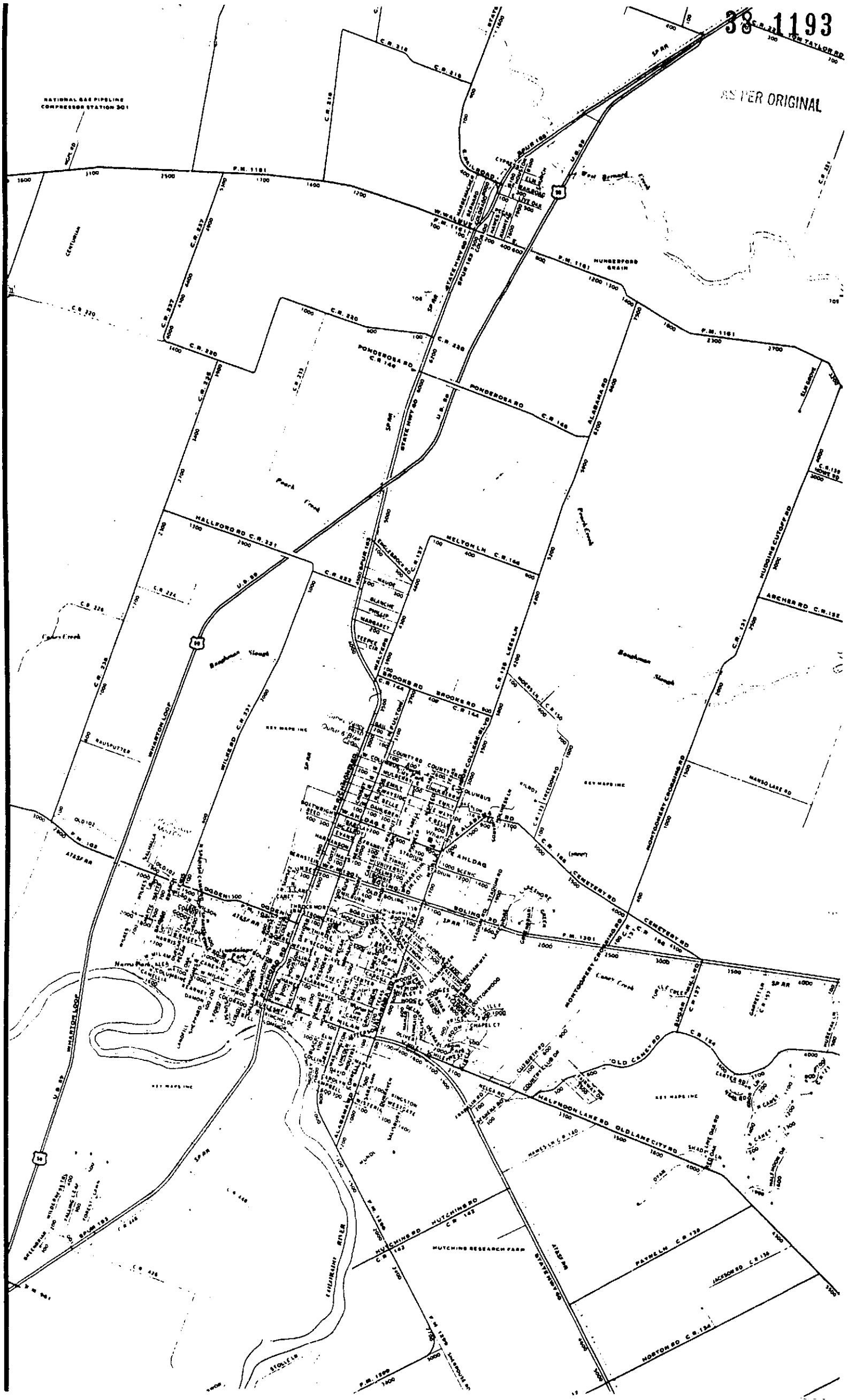

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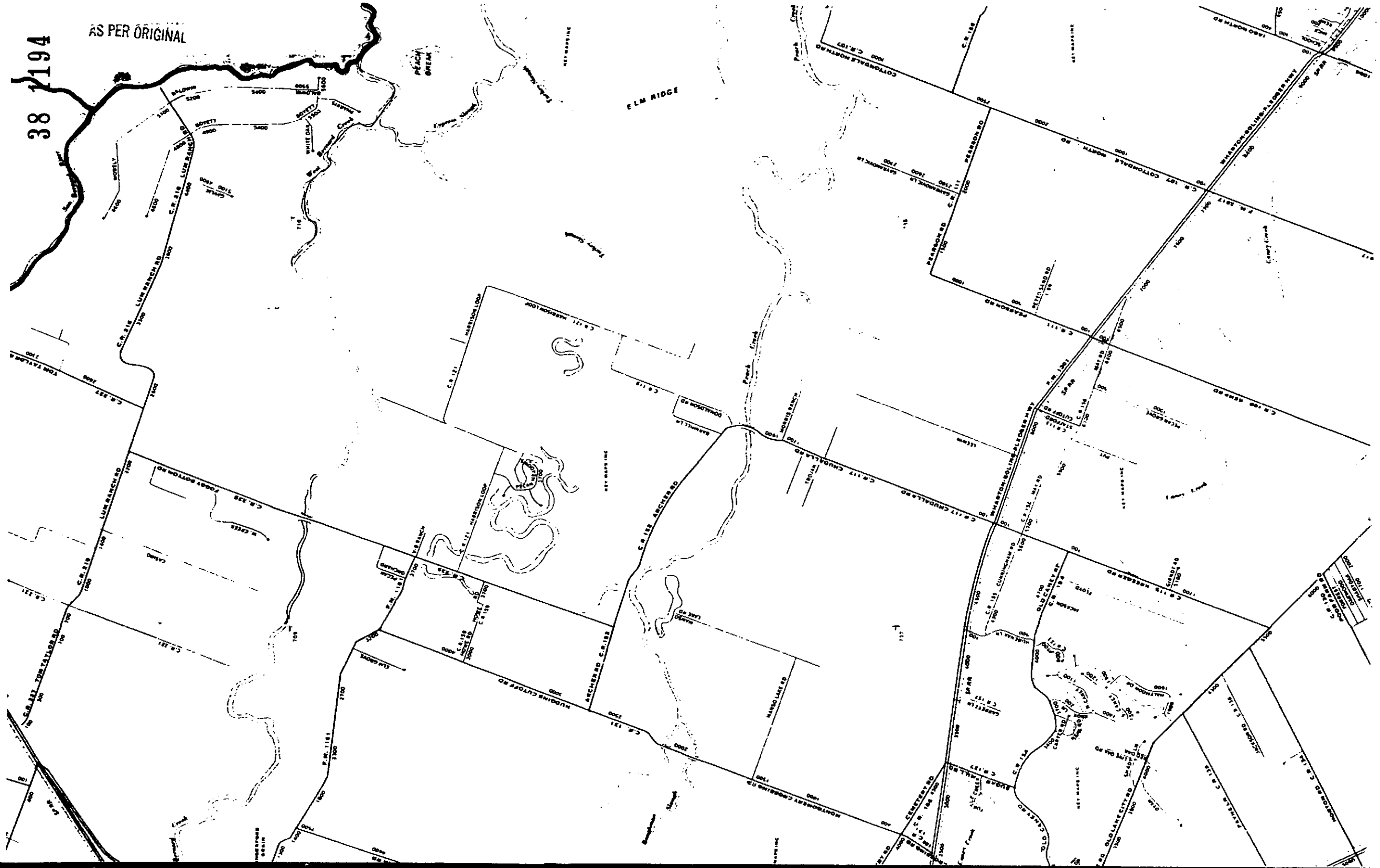
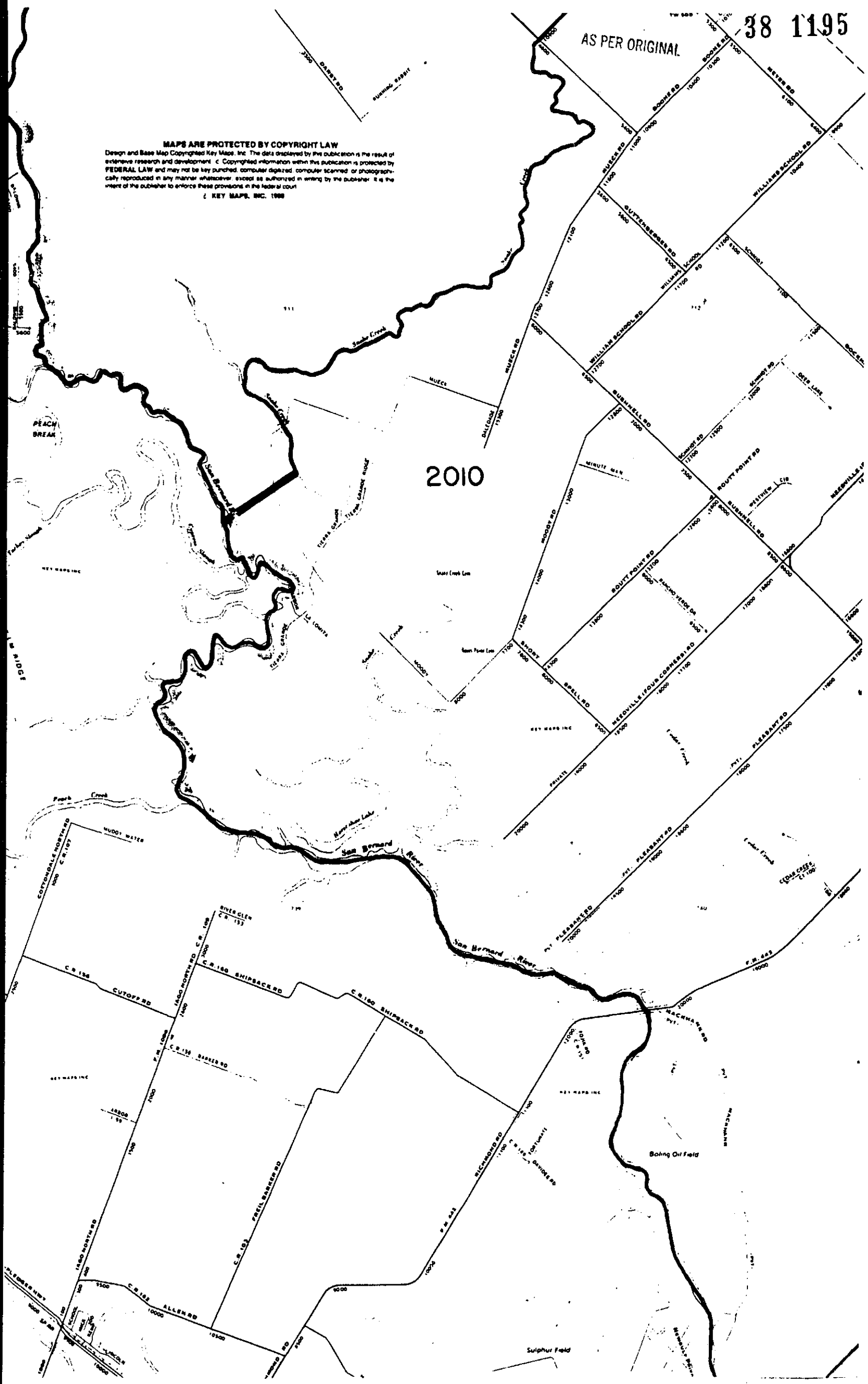


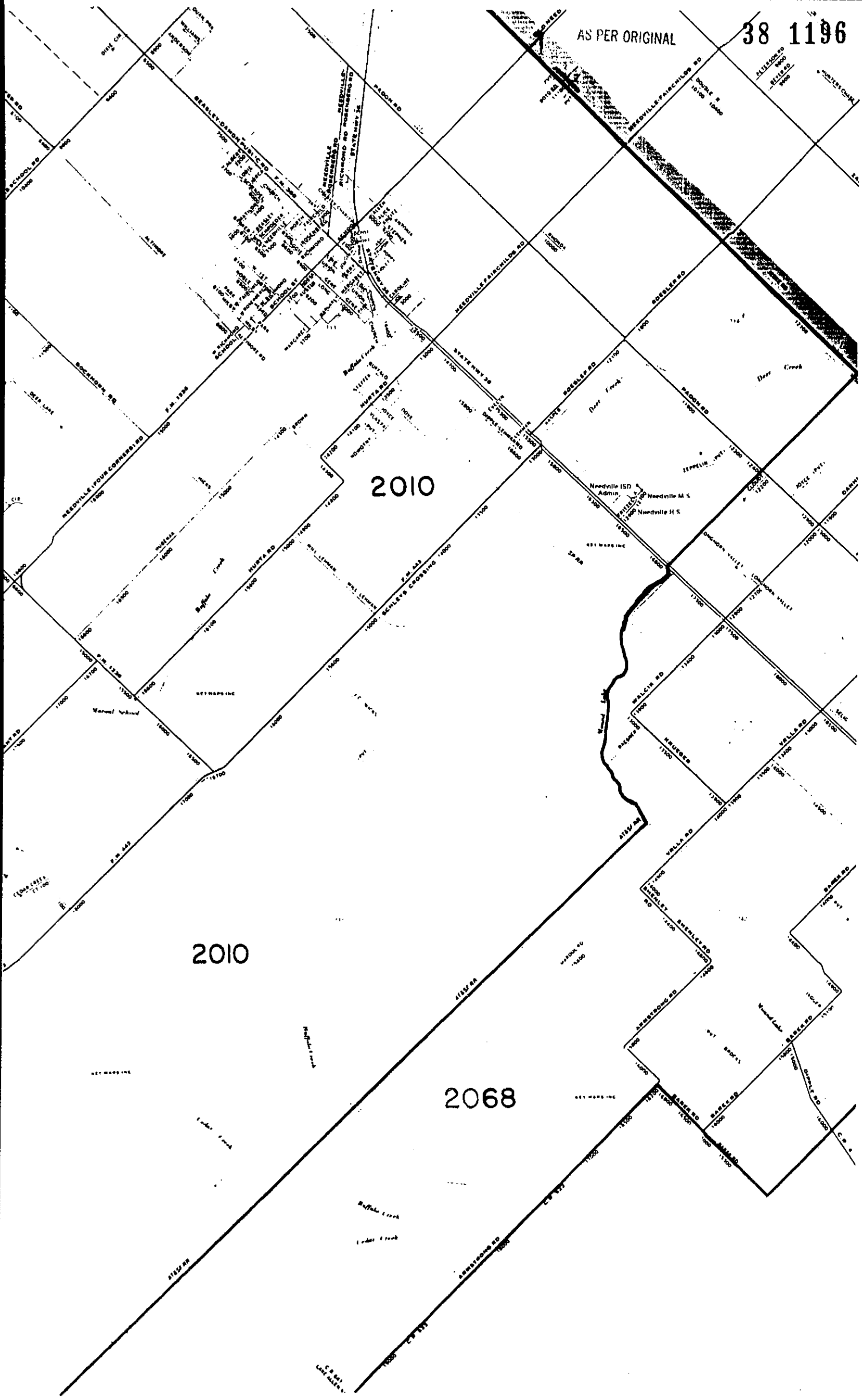
38 1195

AS PER original



AS PER ORIGINAL

38 1196



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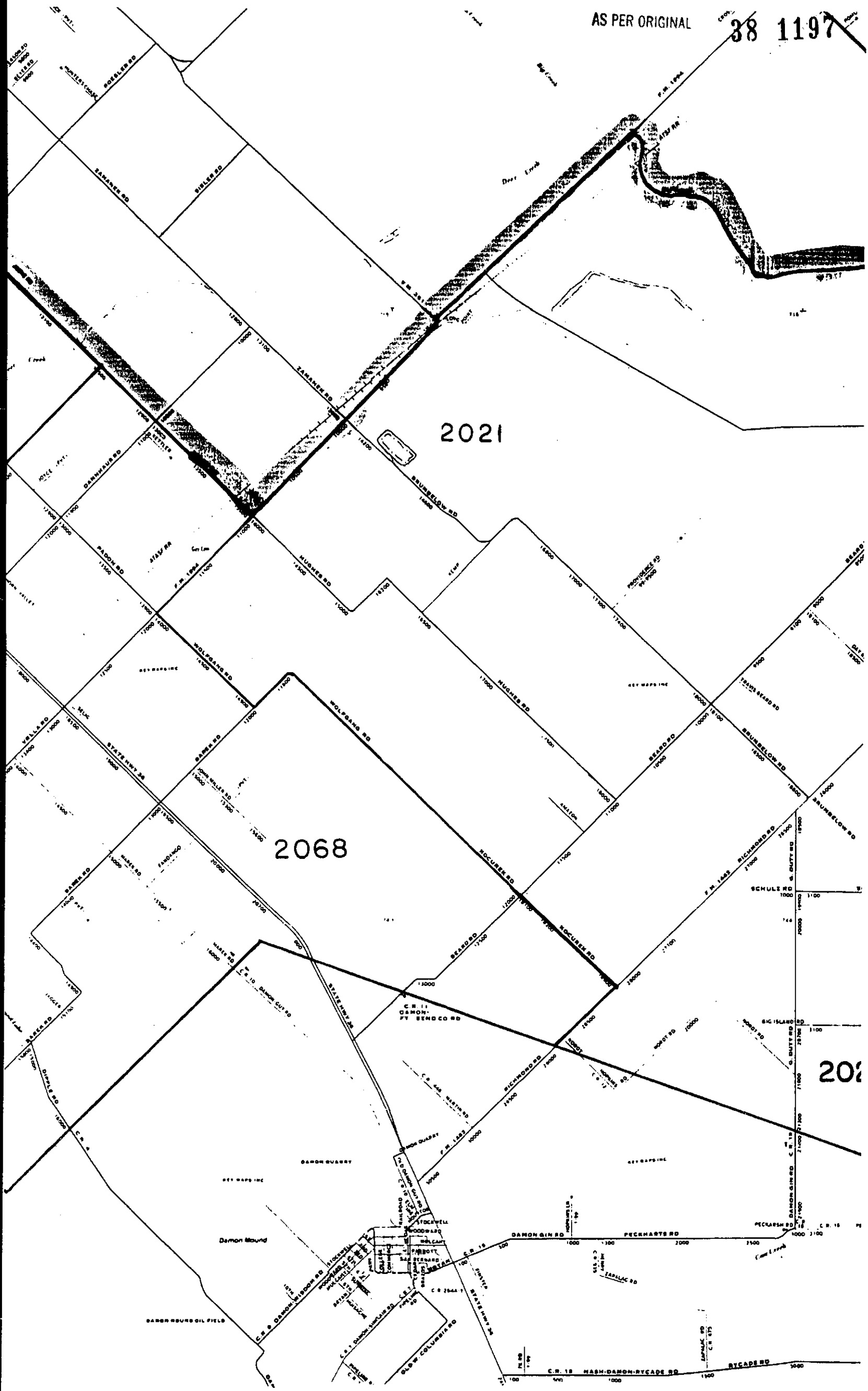
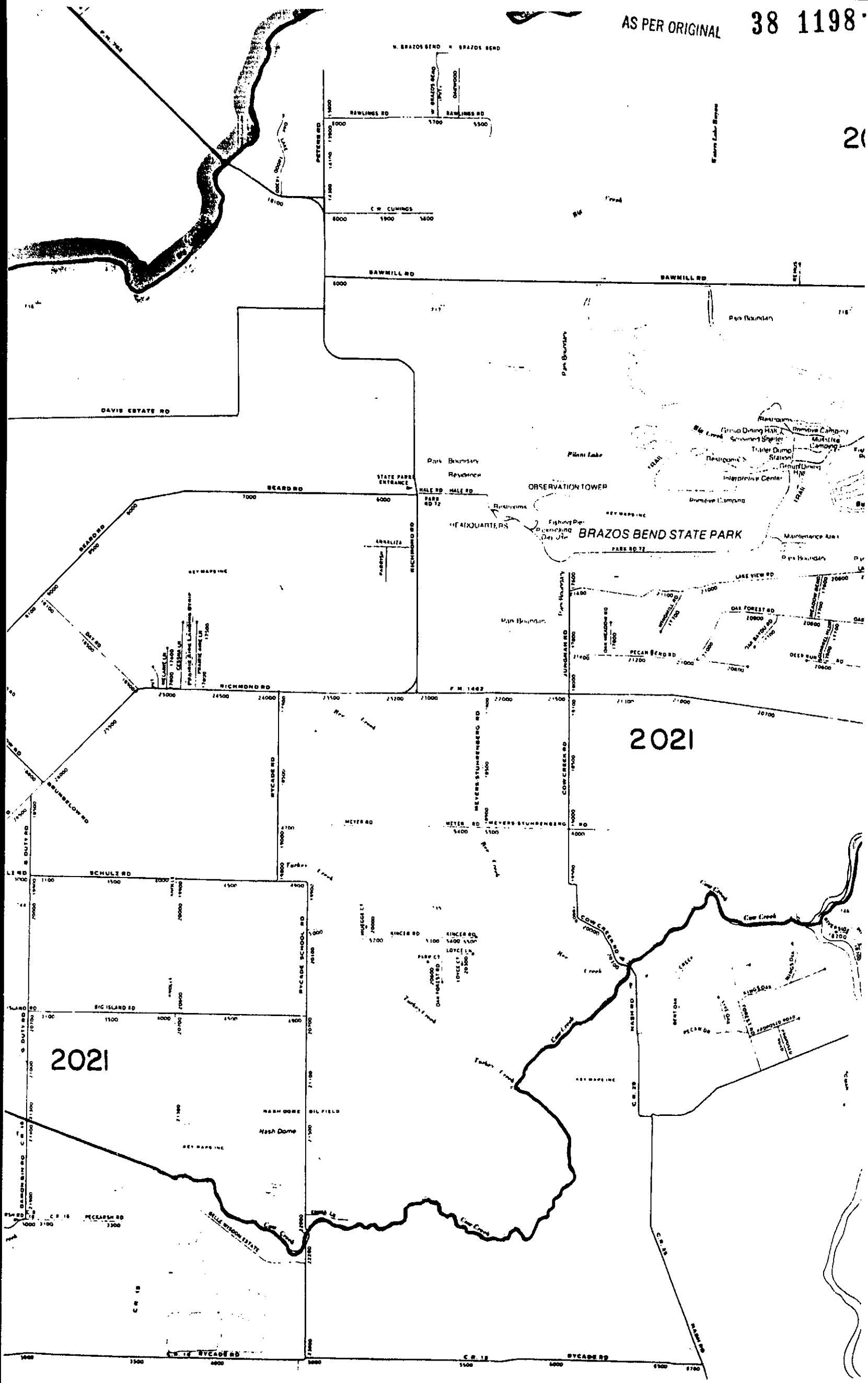
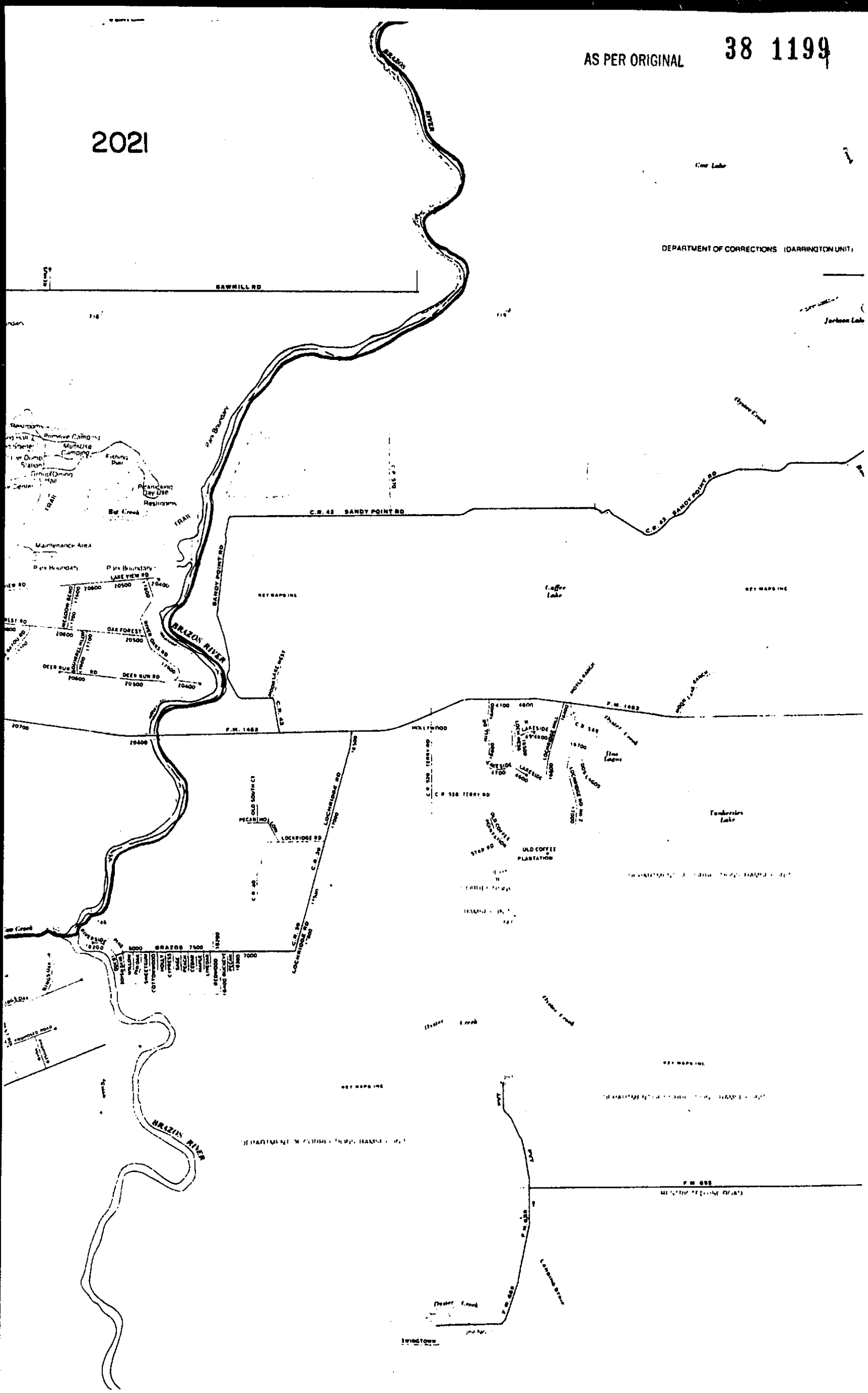


AS PER ORIGINAL 38 1198



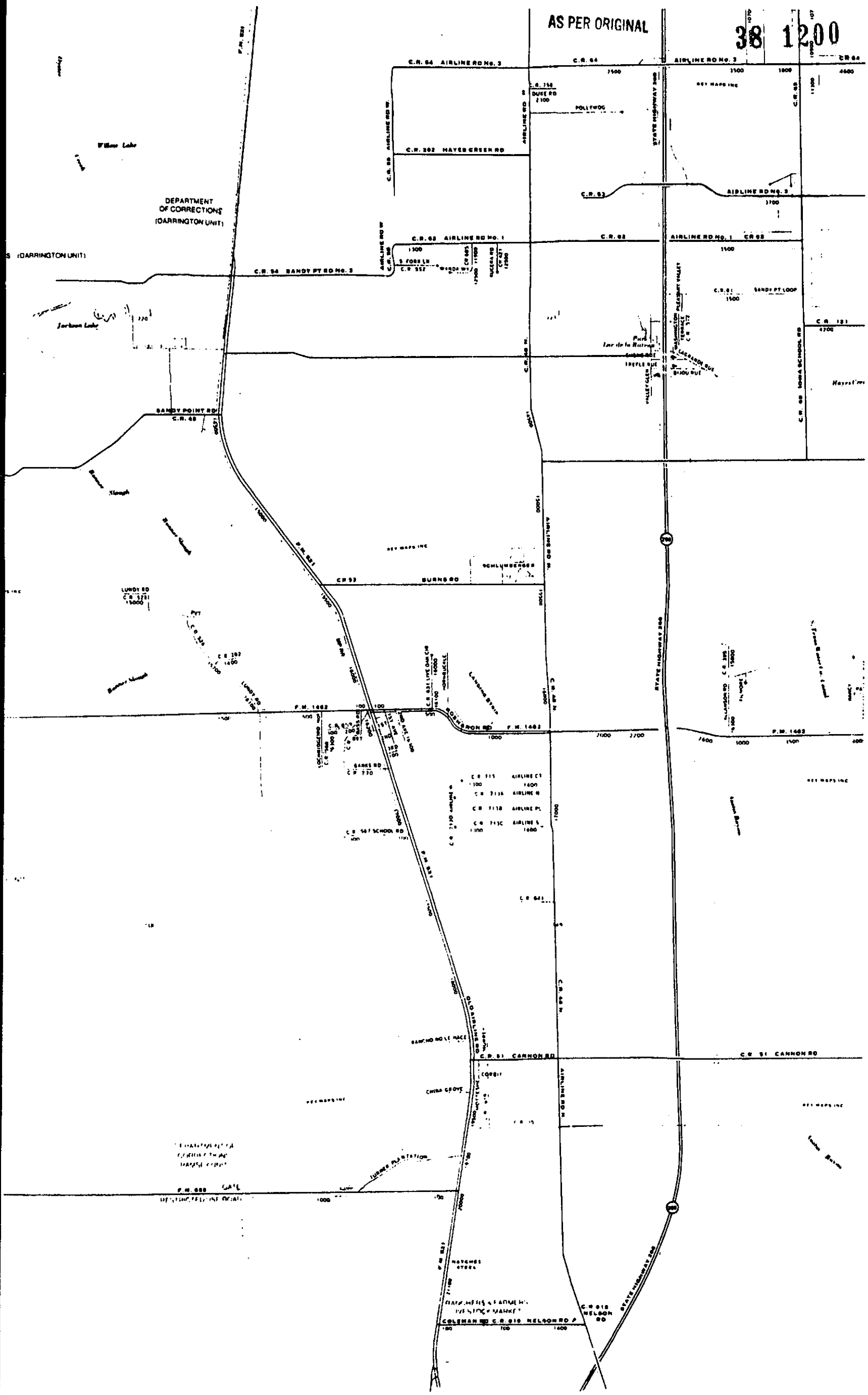
AS PER ORIGINAL 38 1199

2021



AS PER ORIGINAL

38 1200



38 1201

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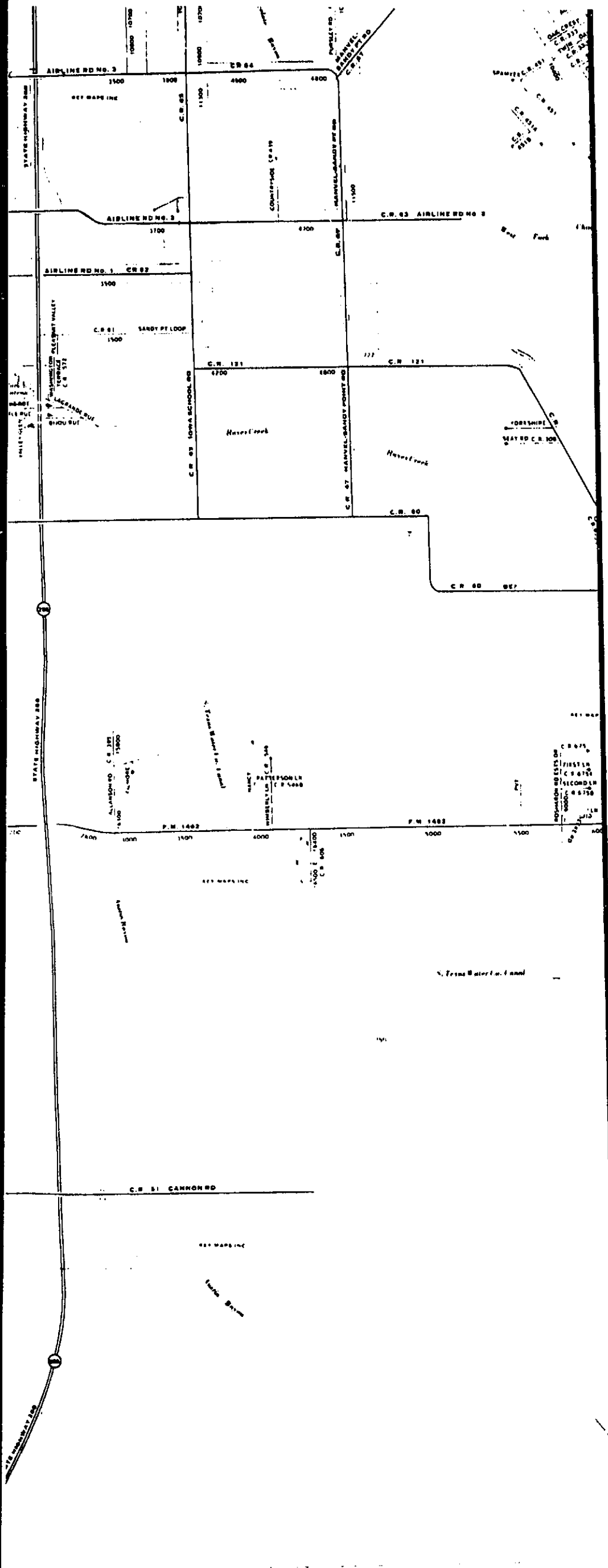


19. ACCEPT OR REJECT BIDS ON PURCHASE OF 3 OR MORE NEW TYPE 1 AMBULANCES WITH OR WITHOUT TRADE-IN FOR E.M.S. (#89-046):

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone until a later date.

20. 10:00 A.M.-HOLD PUBLIC HEARING FOR REVIEW OF TRAFFIC STUDY OF OLD TOWNE LANE, PCT. 3 AND CONSIDER TAKING ACTION:

Commissioner Alton Pressley discussed the traffic study on Old Towne Lane.

Public Comments:

Tina Benia representing Homeowners Association requested clarification of signs and construction of a sidewalk.

Margie McKay, homeowner and school crossing guard requested construction of a sidewalk on Old Towne Lane.

Phyllis Gasgus, homeowner requested speed limit and children at play signs.

Arnie Danove questioned enforcement of restricted street parking .

Kathy Lyker questioned restriction of parking across sidewalk.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize installation of stop signs and restricted street parking signs on Old Towne Lane, as recommended by County Engineer.

21. 10:15 A.M.-HOLD PUBLIC HEARING ON PARTIAL REPLAT OF SUGAR CROSSING, PCT. 3 AND CONSIDER TAKING ACTION:

Randy Riley, representing Sugar Properties Inc. discussed the replat and that all five residents that live in this area have been notified of replat.

No court action.

22. 10:30 A.M.-HOLD PUBLIC HEARING TO CONSIDER CLOSING COW CREEK BRIDGE FOR REPAIR, AND CONSIDER TAKING ACTION:

Commissioner Ben Denham discussed closing of Cow Creek bridge for repair.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize closing of Cow Creek Rd. over the bridge beginning on May 1, 1989 for approximately 5 days for repairs.

23. MEET IN CLOSED SESSION TO DISCUSS LAND MATTER (BLUE RIDGE LEASE AGREEMENT) AND PERSONNEL MATTERS (DATA PROCESSING AND DRAINAGE DISTRICT), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (F&G), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in Closed Session.

No action taken.

RECESS:

Commissioners Court recessed at 12:45 p.m.

20 S:A 24-89
38 1203

RECEIVED
MAR 7 1989

P-L

Alton B. Pressley
Fort Bend County Commissioner - Precinct 3
1809 Eldridge
Sugar Land, Texas 77
494-1199

Return to Alton Pressley

March 6, 1989

Mr. Ron Drachenberg
Fort Bend County Engineer
P. O. Box 1449
Rosenberg, Texas 77471

Re: Old Towne between New Village and Village Point

Dear Mr. Drachenberg,

Pursuant to the instructions of Commissioner Pressley, it is requested a traffic safety study be conducted concerning the above noted street. A map of the area is enclosed.

This study is requested after numerous complaints from residents of Townewest and the Townewest HOA. The majority of the complaints are due to concern for the safety of school children who are required to use this route on their way to Townewest Elementary School. You may confirm this information with Mr. McDonald or Mr. Miller at Townewest Elementary School. Parking of cars on both sides of Old Towne restricts visibility. Old Towne is a major thru street in the subdivision with a large volume of speeding traffic. The combination of factors (school children, speeding, lack of visibility) make for a potential dangerous situation.

Please let this office know of your findings and recommendations. Your help in this matter is appreciated.

Sincerely,

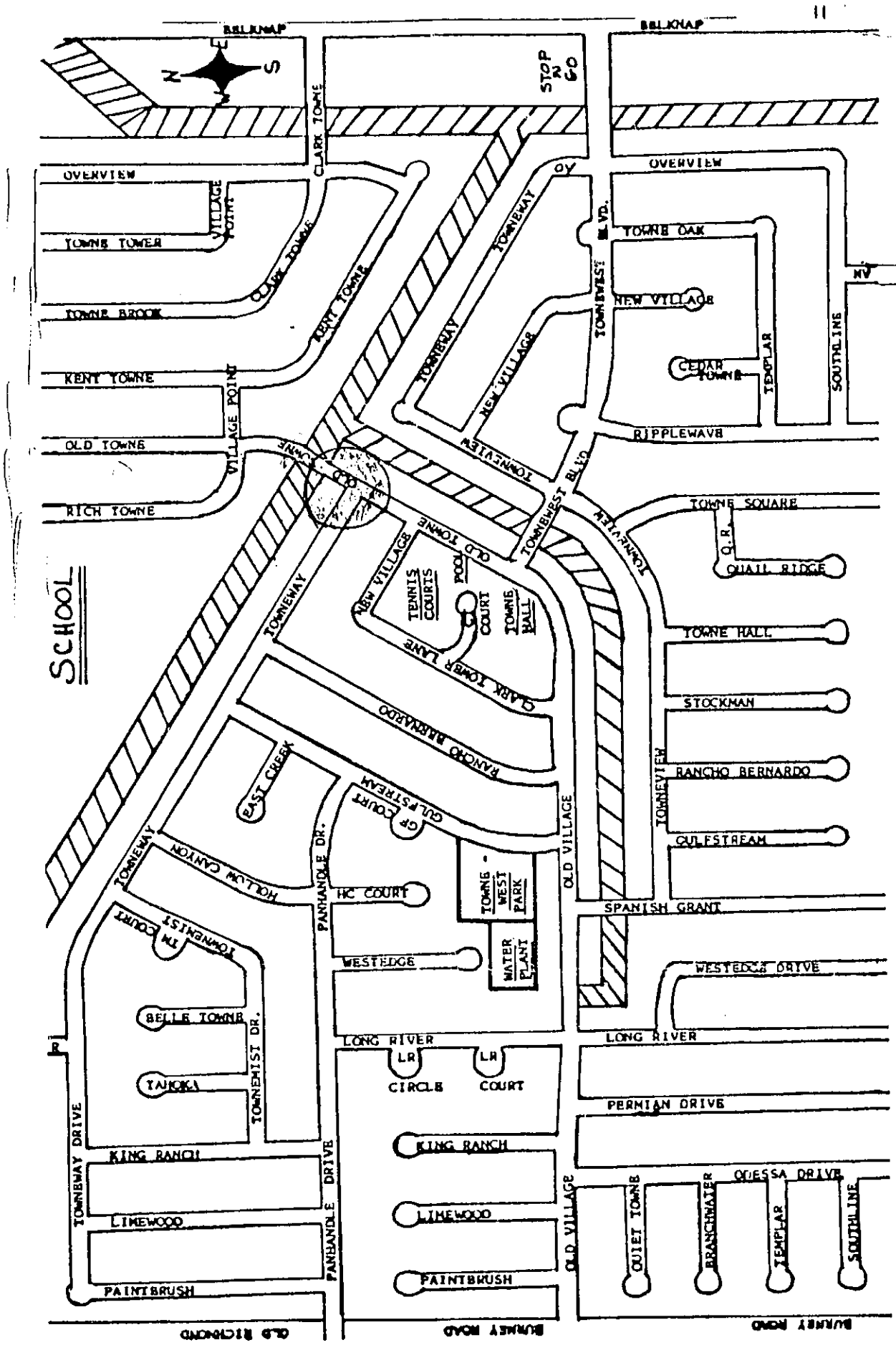
Arne Danove

Arne Danove
Admin. Asst.
Pct. #3
Fort Bend County

AD/js

cc: Mr. McDonald, Townewest Elementary School
Tina Benja, Townewest Homeowners Association

AS PER ORIGINAL



AS PER ORIGINAL

38 1205

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

March 17, 1989

Commissioner Alton B. Pressley
Fort Bend County, Precinct #3
1809 Eldridge Road
Sugar Land, TX 77478

Re: Traffic Study - Towne West, Section 1
(Old Towne Lane and Towneway Drive)

Dear Sir:

Please find attached two sketches for the above referenced project. Sheet 1 of 2 depicts existing conditions in black. Sheet 2 of 2 in red depicts recommended additions to the signage and sidewalk placement to make this area safer for the school children.

The reason I am recommending the additional sidewalk is because of my conversation with the crossing guard at Old Towne and Village Point. She said parents living east of Old Towne are instructing their children not to cross Old Towne but to walk (even in wet, muddy weather) on the east side where there is no sidewalk and cross at Village Point.

Please find attached also, your letter to Ron with a copy of the area map.

If you have any questions, please call.

Sincerely,

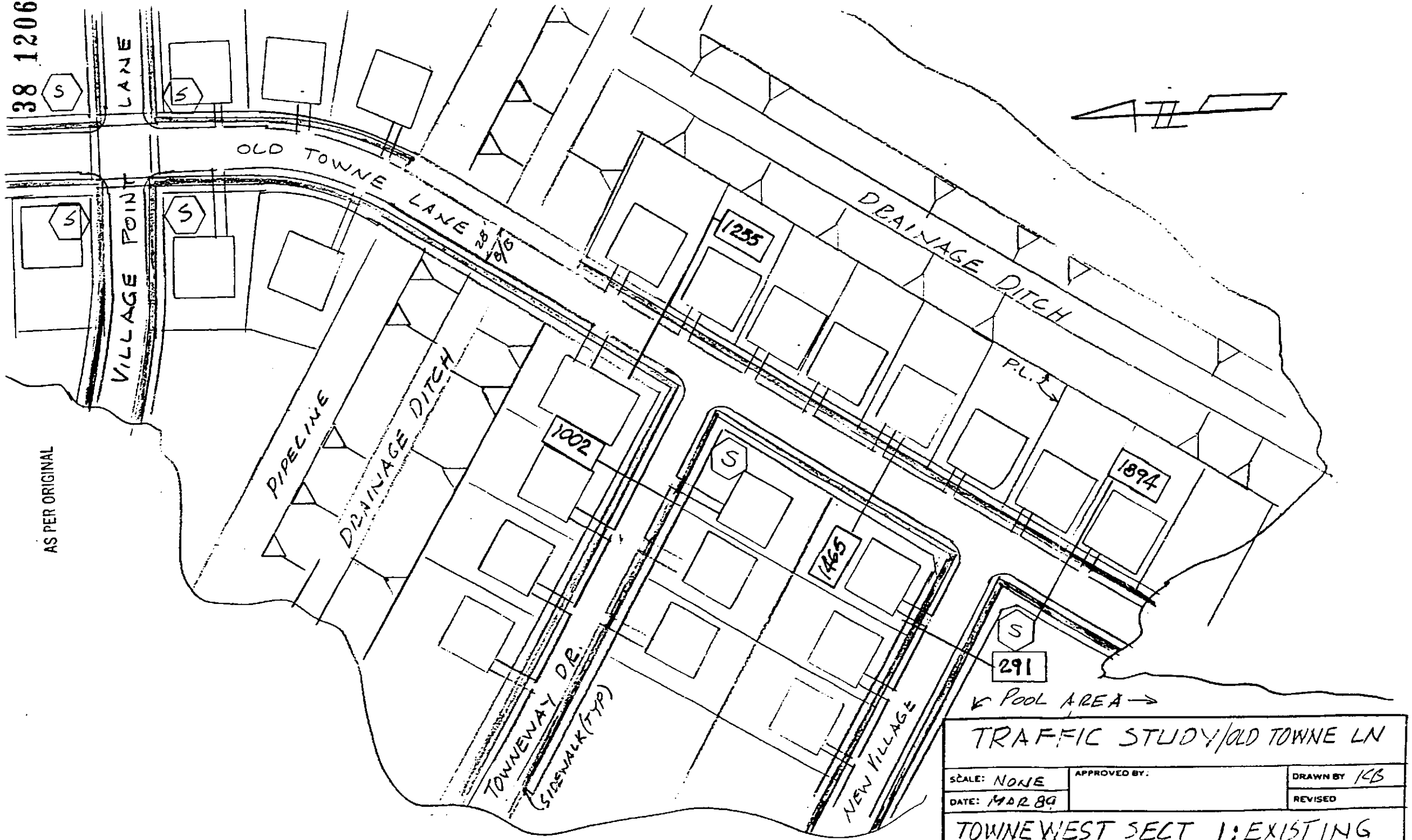
Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

KEB/mk
cc: file
attachments

38 1206

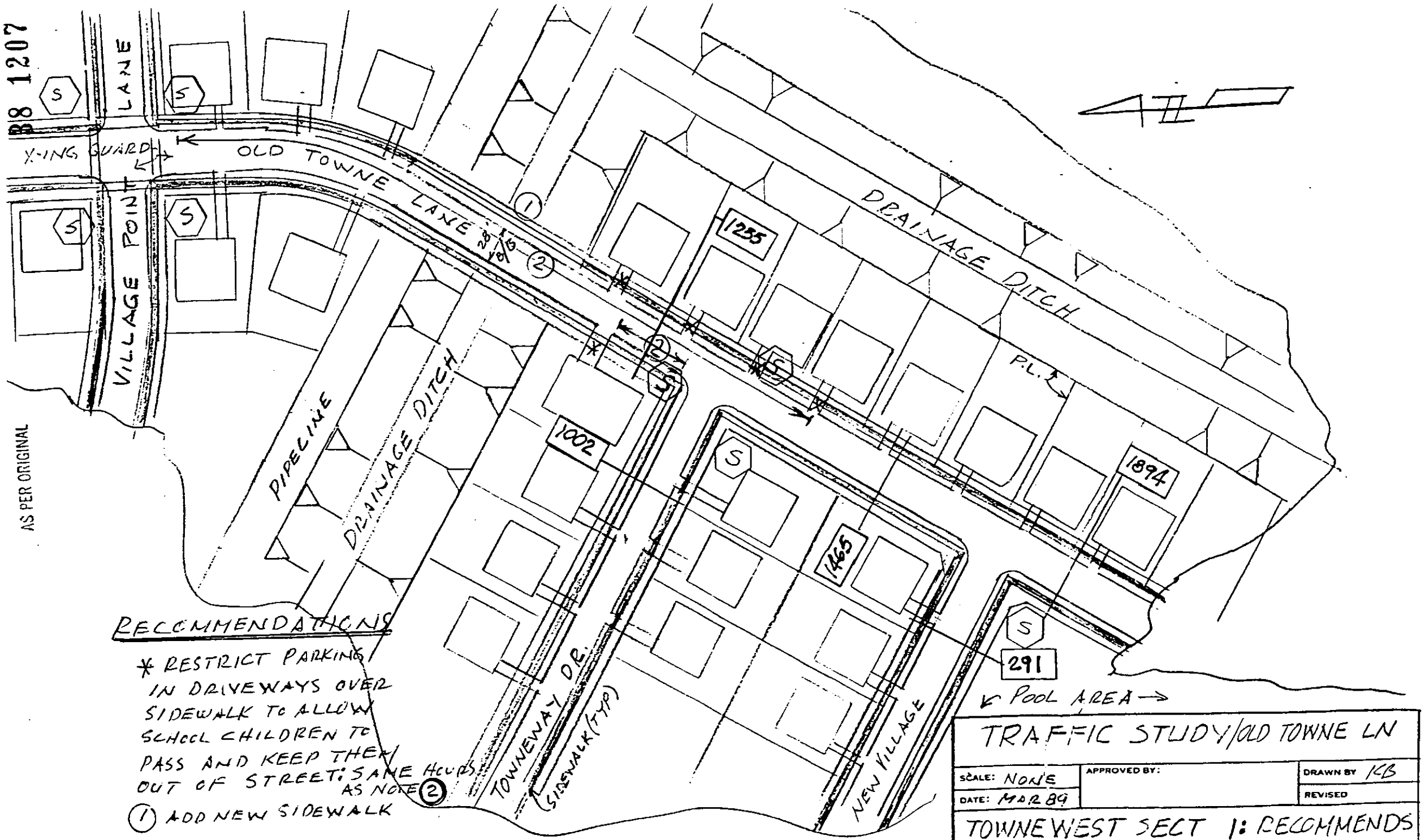
AS PER ORIGINAL



TRAFFIC STUDY/OLD TOWNE LN		
SCALE: NONE	APPROVED BY:	DRAWN BY KB
DATE: 14 MAR 89		REVISED
TOWNE WEST SECT 1: EXISTING		
PRECINCT 3		DRAWING NUMBER 1 OF 2

B8 1207

AS PER ORIGINAL



RECOMMENDATIONS

* RESTRICT PARKING IN DRIVEWAYS OVER SIDEWALK TO ALLOW SCHOOL CHILDREN TO PASS AND KEEP THEM OUT OF STREET: SAME HOURS AS NOTE 2

1 ADD NEW SIDEWALK

2 RESTRICT PARKING:
0700 TO 0830 AM
0200 TO 0400 PM

S NEW (ADD) STOP SIGN

TRAFFIC STUDY/OLD TOWNE LN		
SCALE: NONE	APPROVED BY:	DRAWN BY KB
DATE: MAR 89		REVISED
TOWNEWEST SECT 1: RECOMMENDS		
PRECINCT 3		DRAWING NUMBER 2 OF 2

Alton B. Pressley
Fort Bend County Commissioner - Precinct 3
1809 Eldridge
Sugar Land, Texas 77478
494-1199

April 18, 1989

Mrs. Phyllis Staskus
9910 Old Towne Lane
Sugar Land, Texas 77478

RE: Traffic Study - Townewest, Section 1
(Old Towne Lane and Towneway Drive)

Dear Mrs. Staskus:

This letter is to acknowledge your petition of April 4, 1989 requesting posting speed signs an Old Towne Lane and traffic enforcement of same. The posting of speed signs falls within my jurisdiction; however, enforcement of speed laws is within the jurisdiction of the County Sheriff. I will forward a copy of the petition to the County Sheriff's Office and I feel certain the Sheriff will work with the people of Townewest.

An engineer study has been completed in the general area of your concern and recommendations of the Fort Bend County Engineer's Office are attached. A hearing has been set for April 24 at 10 A.M. at Commissioners Court. Your request for speed signs will be discussed at that time.

If I can be of further assistance, please call my office at the above number.

Sincerely,

Alton B. Pressley

Alton B. Pressley
Commissioner - Pct. #3
Fort Bend County

ABP/js

4-4-89 AS PER ORIGINAL 38 1209

MY NAME IS PHYLLIS STASKUS AND I LIVE AT 9910 OLD TOWNE LA., SUGARLAND. I WOULD LIKE TO RELATE THE FOLLOWING INCIDENT THAT OCCURRED ON 4-3-89 AT 4:30pm.

I WAS DIRECTLY ACROSS THE STREET FROM MY HOUSE WHEN TWO OF MY CHILDREN OBSERVED ME FROM THEIR FRONT YARD. LAURA, AGE SIX AND RYAN, AGE THREE STARTED TO RUN ACROSS THE STREET TO BE WITH ME. LAURA STARTED FIRST AND WAS UNAWARE OF A CAR TRAVELING NORTH BOUND ON OLD TOWNE. RYAN ALSO FOLLOWED LAURA BUT WAS SEVERAL FOOT STEPS BEHIND HIS SISTER. HE TOO, WAS NOT AWARE OF ANY CAR TRAVELING ON OLD TOWNE. BOTH CHILDREN HAD THEIR VIEW BLOCKED BY A PICKUP TRUCK PARKED NEXT TO THE CURB IN FRONT OF MY RESIDENCE. WHILE AT THE SAME TIME, THE MOTORIST HAD HIS VIEW OBSCURED BY THE SAME PARKED PICKUP TRUCK. FROM THE VIEWPOINT THAT I HAD, IT WAS MOST APPARENT THAT A TRAGIC ACCIDENT WAS ABOUT TO OCCUR INVOLVING MY THREE YEAR OLD SON. ALL THAT I COULD DO WAS TO SHOUT AT MY SON TO STOP WHILE THE WHOLE INCIDENT APPEARED AS IF IN SLOW MOTION. I NEVER HAD A CHANCE TO SEE WHO WAS DRIVING THE CAR. ALL I COULD SEE WAS MY SON ABOUT TO GET HIT BY A CAR.

THIS OCCURRENCE HAS LEFT ME WITH A VERY SICK FEELING ABOUT LIVING ON A STREET THAT HAS A LOT OF CARS TRAVELING IN BOTH DIRECTIONS. THE SPEED AT WHICH CARS TRAVEL IS TOO FAST FOR THE AREA AND FOR THE NUMBER OF CHILDREN THAT PLAY OUTSIDE IN THEIR FRONT YARD.

IT WAS MOST FORTUNATE IN THIS PARTICULAR INCIDENT INVOLVING MY SON THAT THE MOTORIST WAS GOING SLOW ENOUGH TO REACT IN TIME THUS MAKING A POTENTIAL FATAL ACCIDENT NO MORE THAN A CLOSE CALL.

THE MAIN PROBLEM THAT I WOULD LIKE TO ADDRESS IS THE SPEED AT WHICH MOST OF THE VEHICLES TRAVEL. TOO FAST AND IN MOST CASES OVER THE SPEED LIMIT.

THE SOLUTION TO DETER EXCESSIVE SPEED WHILE TRAVELING THROUGH OLD TOWNE LANE IS TO HAVE THE SPEED LIMIT POSTED AT BOTH ENDS OF THE STREET COUPLED WITH AGGRESSIVE RADAR PATROL. THE RESULTS WOULD BE TWOFOLD:

1. A SIGN POSTING THE SPEED LIMIT WOULD IN MOST CASES REMIND MOTORIST WHAT THE ACTUAL SPEED LIMIT IS AND THEREFORE KEEP THEIR SPEED LIMIT WITHIN THE POSTED LIMIT.
2. FOR THOSE MOTORIST WHO FAIL TO KEEP THEIR SPEED WITHIN THE LIMITS, AN AGGRESSIVE TRAFFIC ENFORCEMENT WOULD BE INITIATED. THE VIOLATOR WHO IS TICKETED WOULD HAVE NO DEFENSE FOR SPEEDING DUE TO THE FACT THAT THERE WOULD BE POSTED SPEED SIGNS AT EACH END OF THE STREET.

THIS REQUEST MIGHT SOUND LIKE A BIT MUCH, BUT AT WHAT PRICE DO YOU PLACE ON A CHILDS LIFE? WHY SHOULD WE WAIT FOR A TRAGIC ACCIDENT TO TAKE PLACE BEFORE SOMETHING IS DONE.

HOW MANY TIMES HAVE WE ALL KNOWN ABOUT A BAD INTERSECTION WITH NO TRAFFIC CONTROL AND WONDER WHY SOMETHING IS NOT DONE BEFORE SOMEBODY HAS AN ACCIDENT? THEN WHEN A FATAL ACCIDENT DOES OCCUR, THERE IS A TRAFFIC CONTROL LIGHT ERECTED WITHIN WEEKS OF THE ACCIDENT.

PLEASE DON'T LET THIS BE THE CASE ON OLD TOWNE LANE.

SINCERELY,

Phyllis Staskus

PHYLLIS STASKUS
9910 OLD TOWNE LA.
SUGARLAND, TX. 77478
494-1273

AS PER ORIGINAL 38 1210

4-4-89

THIS IS A PETITION TO HAVE A POSTED SPEED SIGN ERECTED ON OLD TOWNE LANE BETWEEN OLD RICHMOND ROAD AND VILLIAGE POINT.

THE PURPOSE IS TO MAKE MOTORIST AWARE OF THE SPEED LIMIT BY VISUALLY OBSERVING A POSTED SPEED SIGN FOR 20MPH AT BOTH ENDS OF THE STREET.

THE REASON IS DUE TO A GREATER THAN AVERAGE FLOW OF VEHICULAR TRAFFIC THROUGH A RESIDENTIAL STREET CREATING A DANGEROUS ENVIRONMENT FOR SCHOOL AGE CHILDREN.

Esther Schmoker
9903 Old Towne Ln

Wendy Chen (2 kids)
9907 Old Towne Ln

Phyllis Staskus (3 kids)
9910 Old Towne

Jean M. Farris (3 kids)
9919 OLD TOWNE LN
SUGARLAND. TX 77478.

Marsha Bristol (1 kid)
10002 Old Towne
Sugarland, Tx 77478

M. A. SALAM (2 kids)
10011 Old Towne Ln.
Sugarland Tx. 77478.

Merald Franqui
10015 Old Towne Ln
Sugarland TX 77478

Sephton C. Barrett Jr.
9914 Old Towne Ln.

Charles J. Williams
9918 OLD TOWNE LN
SUGARLAND Tx. 77478
491-5707

Becky Taylor (4 kids)
9922 Old Towne
Sugarland, Tx. 77478

Pamela Thomson
10010 Old Towne

Marjorie McKay (2 kids)
10022 Old Towne Ln.

Gayle A. Ayers (2 kids)
9915 Old Towne Lane

Lori A. Zech
10007 Old Towne Ln.
Sugar Land, Tx. 77478

Judy Heaton (1 kid)
10006 Old Towne Ln.
Sugar Land Tx. 77478

Mark Ney (2 kids)
9911 OLD Town Ln. Tx. 77478

James H. McKay
9906 OLD TOWNE LN

Delia Tuyan (4 kids)
9902 Old Towne

10014 Old Towne
Vacant

10018 Old Towne
Vacant

Martha Krause (2 kids)
10023 Old Towne

9923 Old Towne
Vacant

Zerline M. Sinty (2 kids)
10003 Old Towne

Elaine Ray
10019 Old Towne

ON TWO RANDOM TIMES, APRIL 4th AND APRIL 7th, A COUNT OF VEHICLES WERE TAKEN. THE TIMES AND SPECIFIC VEHICLE COUNT ARE AS FOLLOWS:

APRIL 4th
2:30 to 3:30pm.....83 cars
3:30 to 4:30pm.....224 cars

APRIL 7th
2:30 to 3:30pm.....233 cars
3:30 to 4:30pm.....66 cars
5:00 to 6:00pm.....73 cars
7:20 to 8:10am.....300 cars

RECONVENE:

Commissioners Court reconvened at 1:30 p.m.

24. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW LARGE DOCUMENT COPIER (#89-047); (2) ONE OR MORE NEW FULL-SIZE UTILITY VEHICLE (#89-048):

Open bids for one or more new large document copier:

The following bids were presented to Commissioners Court for review.

1) KONICA BUSINESS MACHINES (no bid)
2) SKYLINE BUSINESS EQUIPMENT (no bid)
3) BRUNING

Open bids for one or more new full-size utility vehicle:

The following bids were presented to Commissioners Court for review.

1) A.C. COLLINS FORD, INC.
2) JOE GRILLO DODGE
3) KNAPP CHEVROLET

25. APPROVE BILLS:

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

26. ADJOURNMENT:

Commissioners Court adjourned at 1:40 p.m. Monday, April 24, 1989.

24

38 1213

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW LARGE DOCUMENT COPIER

BID NUMBER: 89-047

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'015'$CATEGORY

VENDOR NAME	BID PRICE
A D F COMPUTER SYSTEMS, INC.	
A-1 BUSINESS MACHINES	
ALLSTATE COPY SYSTEMS, INC.	
CANTER OFFICE EQUIPMENT	
CITICORP INDUSTRIAL CREDIT INC	
COMMERCIAL COPER PRODUCTS, INC	
COPITECH	
COPY PLUS SYSTEMS, INC.	
DEAN WILLIAMS BUS. MACHINES	
DELTA BUSINESS COMPUTERS	
DWANE DAVIS INTERNATIONAL	
EXECUTIVE AIR SYSTEMS	
FT BEND CHAMBER OF COMMERCE	
FT. BEND OFFICE SUPPLY	
GESTETNER CORP	
GLOBAL SERVICES, INC.	
HARRIS/3M DOCUMENT PRODUCTS	
IBM	
INTELLIGENT OFFICE SYS. TEXAS	
INTERNATIONAL FAX COMPANY	
J.C.'S OFFICE SOLUTIONS	
KONICA BUSINESS MACHINES ✓	NO BID
KOPI-R SERVICES	
M.L. COTHRAN & ASSOC., INC.	
MINOLTA BUSINESS SYSTEMS	
MONROE SYSTEMS FOR BUSINESS	
OCE INDUSTRIES	
OCE INDUSTRIES, INC.	
PITNEY BOWES	
ROSENBERG OFFICE SUPPLY	
ROSENBERG/RICHMOND CHAMBER	
SEALY OFFICE PRODUCTS, INC.	
SKYLINE BUSINESS EQUIPMENT ✓	NO BID
SMITH MUNICIPAL	
SOUTHWEST COPIERS, INC.	
SOUTHWEST INDUSTRIAL EXCHANGE	
SUMCO, INC.	
THE SHILK COMPANY	
TWIN CITY BUSINESS MACHINES	
WALLACE BUSINESS EQUIPMENT INC	
XEROX CORPORATION	
BRUNING ✓	10,095. base
BUSINESS EQUIP.	

4-24
adjourn
1:40 PM

38 1214

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW UTILITY VEHICLE

BID NUMBER: 89-048

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'070'$CATEGORY

VENDOR NAME	BID PRICE
A.C. COLLINS FORD, INC.✓	NO BID
A.J. FOYT CHEVROLET	
BARRETT WHITE GMC	
BECK AND MASTEN GMC TRUCKS	
BOB MARCO BUICK-GMC-MAZDA	
BOB MARCO GMC	
BOB ROBERTSON CHEVROLET	
CHAMPION CHRYSLER PLYMOUTH	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
DAN BOONE CHEVROLET	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD, INC.	
EAST BERNARD FORD, INC.	
FRANK GILLMAN GMC	
FT BEND CHAMBER OF COMMERCE	
GALLERIA AREA FORD, INC.	
GILMAN DODGE	
GOODSON GMC	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD	
JOE CAMP FORD	
JOE GRILLO DODGE✓	✓ 12,704.-2 wheel
JOE GRILLO OLDSMOBILE	
JOE MYER'S FORD INC.	
KINSEL FORD	
KNAPP CHEVROLET✓	✓ 16,220-4 wheel
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAROCHE CHEVROLET-CADILLAC	
LAWRENCE MARSHALL CHEV-OLDS	
LES MARKES CHEVROLET	
MACK HAIK PEACOCK CHEVROLET	
MAJOR FLEET & LEASING CORP.	
MARSHALL FORD-MERCURY	
MICKEY BATSON GMC	
MILLER CHEVROLET	
MORT HALL FORD, INC.	
NOBLE PONTIAC GMC	
REGENCY CHEVROLET	
RICHARDSON CHEVROLET	
ROSENBERG/RICHMOND CHAMBER	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC	
UNIVERSAL FORD SALES, INC.	
WESTWAY FORD, INC.	

38 1215

25
4-24

AS PER ORIGINAL

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 24th day of April, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

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

********** APPROVED **********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

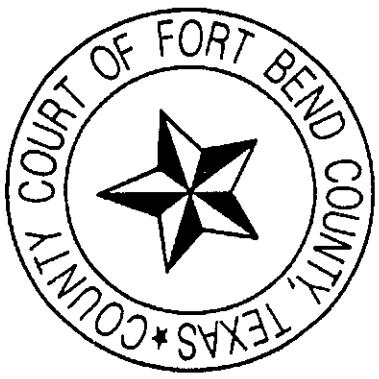
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MAY 12, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg.1098

ENDING WITH
FILM CODE NO. 89vol.38pg.1215



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham DEPUTY
BETTY FULGHAM

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF MAY, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 1218.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MAY 1, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of April 24, 1989.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Consider accepting fee officers' monthly reports.

6. Sheriff Gus George, re: request to lease 7 automobiles for narcotics squad.

7. Consider request for tax exemption as historic site for Darst Home, 300 South 9th, Richmond.

8. Mr. Hal Grady, Southwest Copiers, re: request to withdraw bid on copiers (#89-044).

9. Consider awarding copier bid (#89-044) to next low bidder.

10. Marsha Gaines, Tax Assessor/Collector, re: (1) request cancellation of dealer bond for Chris Turtur Nissan; (2) request approval of dealer bond for Rosenberg Chrysler Plymouth; (3) request approval of TEX-AN phone lines.

11. Consider approval of service maintenance agreements on calculators for Pct. 1 Justice of the Peace.

12. Consider approval of agreement with Advance Home Pharmacy Inc. for mail order pharmacy services.

13. Consider renewal of liability insurance policies with T.A.C.

14. Consider approval of County Treasurer's quarterly report.

15. Consider approval of plat for Greatwood Knolls, Sec. 1 & 2, Pct. 1.

16. Consider approval of replat of Sweetwater Sec. 12 & 12A, Pct. 4.

17. Consider amendment to subdivision rules & regulations concerning building set-back lines on cul-de-sacs.

18. Accept refund check in the amount of $200 from Hermann Hospital & rebudget into E.M.S. conference training line item.

19. Consider approving affiliation agreement with Wharton County Junior College for E.M.S. services.

20. Approve agreement with Polly Ryon Memorial Hospital for indigent health care.

21. Consider accepting renewal Letters of Credit #1989-02 & 1989-03 from Sandia Federal Savings & Loan (Grand Mission Corp.).

22. Consider application from Irrigation Group Inc. to install an irrigation system along/under several streets in New Territory, Pct. 4.

23. Consider application from Southwestern Bell Telephone to lay cable along Stratmore-Bar Rd., Pct. 3.

24. Advertise for bids for computer equipment for District Attorney's office (funds available); and for 15-ft. flex-wing cutter (Pct. 1).

25. Accept or reject bids for the following: (1) One or more new large document copier (#89-047); (2) One or more new full-size utility vehicle (#89-048); (3) Three or more new Type 1 Ambulances with or without trade-in (89-046).

26. Consider approving project agreement with Texas Parks & Wildlife Dept. for Kitty Hollow Lake Park, Pct. 2.

27. Consider accepting Sienna Parkway temporary right-of-way easement in Pct. 2.

28. Meet in Closed Session to discuss litigation (LULAC et al vs. William Clements et al); land matters (purchase of property); and personnel matters (Drainage District & Vehicle Maintenance); as authorized by Art. 6252-17, Sec. 2(e,f,g), VTCS, and consider taking action.

29. 1:30 p.m. - Open and consider bids for the purchase of processed crushed gravel, THD #249 Grade (#89-049).

30. Approve bills.

31. Adjournment.

FILED FOR RECORD
TIME 3:05 A.M. P.M.
APR 27 1989
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, April 27, 1989 at 3:15 p.m. by Norma Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 1ST day of MAY, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF APRIL 24, 1989:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve meeting of April 24, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve line item transfers in budget for COUNTY ENGINEER. (Recorded in minutes in full)

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

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out-of-town travel request for DISTRICT ATTORNEY, COUNTY ENGINEER, JUVENILE PROBATION, COUNTY CLERK and FIRE MARSHALL. (Recorded in minutes in full)

5. CONSIDER ACCEPTING FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept Fee Officers' Monthly report for MARCH 1989 as presented by Robert Grayless, County Auditor. (Recorded in minutes in full)

6. SHERIFF GUS GEORGE, RE: REQUEST TO LEASE 7 AUTOMOBILES FOR NARCOTICS SQUAD:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to allow Sheriff Gus George to lease 7 automobiles for narcotics squad. (Recorded in minutes in full)

LCMC, INC.

38 1221A

April 27, 1989

TO: COMMISSIONERS COURT

FROM: NEVILLE J. LANCASTER

SUBJECT: MOVE CO-ORDINATION FINAL REPORT

The move to the William B. Travis Building actually began March 28th, with delivery of boxes, tape, tags etc. to all outlying departments, and continued until move-in day.

The move began on April 7th as scheduled with the load-out of the Civil D. A. and Intake Divisions from the "grey house" at 6th and Liberty Streets. Five vans continued this operation all day, with final unloading and delivery to new office areas completed at 10:00 p.m. Friday evening.

On Saturday the District Attorney was moved from the old Courthouse to the Travis Building, 2nd floor with this move being completed a few minutes past midnight, Saturday night.

Sunday the move was completed with the evacuation of the Jane Long Building, Auditor, Treasurer, Personnel, and three van loads of County Clerk's records from the basement. Sundays effort completed at approximately 6:30 p.m.

Sheriff Gus George provided deputies during the entire move-in. They controlled personnel entry and material exit, with tact and courtesy, and were a significant contribution to the move.

The bid price for the move was $22,189.00 and the final submitted invoice audited on 4-26-89 was $20,260.65, a saving of $1,928.35.

Attached is a copy of a minor damage listing prepared at the request of Wald Moving and Storage Company. This will be handled by Wald in the very near future.

The County Employees involved in the move were very co-operative and worked extremely hard to have everything ready to open for business on Monday morning. All departments were open for business as planned on Monday, April 10th.

LANCASTER CONSTRUCTION MANAGEMENT CONSULTANTS, INC.

12215 MEADOW HOLLOW DRIVE, MEADOWS, TEXAS 77477 (713) 495-0886

April 27, 1989

TO: COMMISSIONERS COURT

I wish to extend my sincere thanks to the court for permitting me to co-ordinate the move, and to all County personnel for making the transition so successful.

NJL:sac

xc: Sheriff Gus George
Judge Thomas R. Culver
Judge Walter McMeans
Dianne Wilson, County Clerk
Kathy Hynson, County Treasurer
Robert Grayless, County Auditor
Sam Dick, Criminal District Attorney
Richard Selleh, Personnel Director
Gary Geick, Justice of the Peace
Tiny Gaston, Contable Pct. 1
Mary Lynn Cheshire, Bail Bond Administrator
Larry Wagenbach, District Attorney, Civil
Patrict Conrad, Veterans Administrator
George Beran, Maintenance
Gary Tilton, Fire Marshall
Mel Speed, Emergency Management Co-ordinator

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 1st day of May, 1989, at a _____ Session of the Commisioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L."Bud" O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 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 1989, adopted on November 14, 1988.

NOW, THERETOFORE, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Engineering - 43 Line Item			
2001 Engineering Supplies	$15,000.00	$9,321.76	$5,678.24 (decrease)
1010 Property & Equipment	$45,000.00	$50,678.24	$5,678.24 (increase)

DATE: 5/1/89

DEPARTMENT HEAD: Ron D. Drachenberg
Ron D. Drachenberg, P.E.,R.P.S.
County Engineer

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct.#2

R.L."Bud" O'Shieles, Commissioner Precinct #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

38 1224

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

APR 28 1989

TO: COMMISSIONERS' COURT

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

Tony Ramirez, Raleigh Blackwell, and Robin Miller

Period: Date of Departure May 16, 1989

Date of Return May 17, 1989

Purpose of Trip: Review juv. prob. department data processing to be utilized in Fort Bend Co. Juv. Prob./Visit the juv. facility and prob. intake division.

Places to be Visited: San Antonio Probation Department

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

Dennis A. McGee
Name

April 27, 1989
Date

Chief Juv. Prob. Officer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5-1-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 1225

AS PER ORIGINAL

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:

Glenda Benoit

Period: Date of Departure May 16, 1989

Date of Return May 17, 1989

Purpose of Trip: Reaearching Bexar County's application of computerized Juvenile records

Places to be Visited: Bexar County Juvenile Probation Dept. and Bexar County District Clerk's office

Mode of Transportation (State whether by personal auto, airline, etc.) auto/Juvenile Probation Dept.

Jeanne Wilson
Name

4-27-89
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J Stavinoha
County Judge

5-1-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 1226

RECEIVED
APR 28 1989

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Kathy Milan

DATE OF DEPARTURE: May 2, 1989

DATE OF RETURN: May 5, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Department of Public Safety Seminar

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Criminal Dist. Attorney
Name & Department

DATE: 4-27-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5-1-89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

38 1227

RECEIVED APR 28 1989

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Gary Tilton

DATE OF DEPARTURE: July 21, 1989

DATE OF RETURN: July 28, 1989

DESTINATION: College Station, Texas

PURPOSE OF TRIP: Be Guest Instructor for the Municipal Fire School

MODE OF TRANSPORTATION: County Car

****

DEPARTMENT HEAD APPROVAL: Gary Tilton, Fort Bend Co. Fire Marshal/Safety Dir.
Name & Department

DATE: 4-27-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5-1-89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

38 1228

AS PER ORIGINAL

RECEIVED APR 27 1989 COUNTY AUDITOR

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure May 22, 1989

Date of Return May 26, 1989

Purpose of Trip: Management School for Constables of Texas, by Texas Police Association and Management of TCLEOSE

Places to be Visited: Bandera, Tx.

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

J. L. Tiny Gaston
Name

4-26-89
Date

CONSTABLE, PCT. #1
Title

* *

Approved: Commissioners' Court

J. Stavenhe
County Judge

5-1-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

38 1229

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Ron D. Drachenberg, P.E.,R.P.S.

DATE OF DEPARTURE: 6/18/89

DATE OF RETURN: 6/21/89

DESTINATION: El Paso

PURPOSE OF TRIP: Attend the TPWA Spring Conference & Equipment Show

MODE OF TRANSPORTATION: Airplane

****

DEPARTMENT HEAD APPROVAL: Ron D. Drachenberg, P.E.,R.P.S./Engineering 43
Name & Department

DATE: 5/1/89

Ron D. Drachenberg
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 5-1-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

38 1230 5

County Auditor

FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77469

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

May 1, 1989

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of March, 1989. 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.

The breakdown of the fees paid by the Tax Collector in March is attached to this letter.

The following is the criminal and civil case report for the JPs for the month of March, 1989:

JP	# OF CASES:	New	Pending	Dismissed	Paid	Open	Civil Cases
JP 1	Geick	739	3178	175	299	3443	19
JP2-1	Molina	509	903	70	349	993	58
JP2-2	Fredrickson	512	845	118	350	889	3
JP3	Stahl	165	260	9	127	289	62
JP4	Adolphus	362	4563	120	172	4271	27

A cash count and internal controls audit were conducted in both of the offices of Constable Pct. 2. Several recommendations were made to improve internal controls and communication between the east end office and the Needville office. All adminstrative duties should be conducted in one office and Constable Breeding was again reminded that his wife should not handle any official County business.

May 1, 1989

38 1231

AS PER ORIGINAL

There was nothing that would lead us to believe that these reports are not, in all material respects, a fair representation of cash transactions of the records presented to us.

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1989.

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

> Moved be Commissioner____, seconded by Commissioner____, duly put and carried, it is ordered that the monthly reports of fees collected by Fee Officers identified below, for the month of March, 1989 be approved as recommended by the County Auditor in his letter of May 1, 1989.

Jodie Stavinoha, County Judge
Sam Dick, District Attorney
Dianne Wilson, County Clerk
Glory Ketelers, District Clerk
Gus George, Sheriff
Gary Geick, JP Pct. 1
George Molina, JP Pct. 2-1
Marsha Gaines, Tax Collector
Gary Fredrickson, JP Pct. 2-2
Robert Stahl, JP Pct. 3
James Adolphus, JP Pct. 4
R.L."Tiny" Gaston, Constable Pct.1
Ray Breeding, Constable Pct. 2
Rob Cook, Constable Pct. 3
S. H. Werlein, Constable Pct. 4

Yours very truly,

Robert Grayless,
County Auditor

RG:DP:dp

AS PER ORIGINAL

FEE OFFICERS REPORT TO COMMISSIONERS COURT
MARCH 1989

OFFICER	SOURCE	GROSS AMOUNT	FEES OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL COLLECTED	YEAR TO DATE
County Clerk	Civil	73,513.00					
	Criminal	55,850.00	83,566.50	25,522.50	20,274.00	129,363.00	357,307.38
District Clerk	Civil	85,852.80					
	Criminal	14,839.24	36,341.02	7,710.92	56,640.10	100,692.04	226,461.10
Tax Collector	See Letter	359,703.94	359,703.94			359,703.94	723,377.80
District Atty.	****Bad Check	4,272.75	4,272.75			4,272.75	11,531.74
Sheriff	Criminal	25,709.33	6,287.83		19,421.50	25,709.33	64,571.16
J.P. #1	Civil	1,313.00					
	Criminal	19,299.50	14,725.00		5,887.50	20,612.50	58,851.55
J.P. #2-1	Civil	2,955.00					
	Criminal	17,679.00	16,118.50		4,515.50	20,634.00	50,897.50
J.P. #2-2	Civil	159.00					
	Criminal	23,409.12	17,564.12		6,004.00	23,568.12	63,713.75
J.P. #3	Civil	7,306.50					
	Criminal	7,652.00	10,103.51		4,854.99	14,958.50	32,157.10
J.P. #4	Civil	1,297.00					
	Criminal	13,807.49	12,215.99		2,888.50	15,104.49	42,186.09
Constable #1	Civil	2,207.00	2,207.00			2,207.00	8,543.06
Constable #2	Civil	2,882.50	2,882.50			2,882.50	7,917.50
Constable #3	Civil	11,934.12	6,507.17		5,426.95	11,934.12	29,859.68
Constable #4	Civil	2,400.00	2,400.00			2,400.00	9,920.26
TOTAL		734,042.29	574,895.83	33,233.42	125,913.04	734,042.29	1,687,295.67

* County Revenues deposited into the General Fund includes: Fees collected by the officer for other county officials,, i.e. County Judge, D.A., Sheriff, Constable, Animal Control;

** County Revenues deposited into the Road & Bridge Fund.

*** Other Misc. Fees and Refunds includes: State Comptroller, 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 will also be reported on the annual report.

**** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fund.

AS PER ORIGINAL

38 1233

FORT BEND COUNTY AUDITOR

TAX/COLLECTOR FEES & INTEREST
COLLECTED IN THE MONTH OF
MARCH, 1989

HIGHWAY FEES DECEMBER 1988.....	73,507.49		
HIGHWAY FEES JAN & FEB 1989.....	0.00 *		
	0.00		
TOTAL HIGHWAY FEES			73,507.49
PROPERTY TAX COMMISSIONS			
DEC 1988 PAGE 23-30.....	52,274.15		
JAN 1989 PAGE 8-21.....	36,850.91		
FEB 1989 PAGE 1- 7.....	936.13		
TOTAL COMMISSIONS			90,061.19
TAX CERTIFICATES -JAN & FEB 1989	0.00 *		
MUD CERTIFICATES -JAN & FEB 1989	0.00		
TOTAL COMMISSIONS			0.00
ROAD AND BRIDGE - DECEMBER 1988	57,938.10		
JAN & FEB 1989	0.00 *		
TOTAL ROAD & BRIDGE			57,938.10
BEER AND LIQUOR - JANUARY 1989	4,293.50	(4)	
FEBRUARY 1989	4,136.25		
TOTAL BEER & LIQUOR			8,429.75
INTEREST-NOW ACCT FEB 1989	24,004.41		
REPO INVESTMENTS MAR 1989	105,713.00		
OVER 65 LISTING MAR 1989	50.00		
TOTAL INTEREST			129,767.41
GRAND TOTAL FEES			359,703.94

* Not paid by March 1989.

BY Mary Hancock
Mary Hancock, Internal Auditor
4/17/89

38 1234

County Auditor

FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77469

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

May 1, 1989

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 March, 1989. 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.

An internal controls audit and tests were conducted at EMS to ascertain the total accounts receivables. On March 30, 1989, the total accounts receivables are as follows:

Regular Accounts:	$127,456.99
Medicare Medicaid:	$ 43,788.66
DA Delinquent Accounts:	$288,555.76
Total	$459,801.41

The following recommendations and suggestions were made:

1. Delinquent accounts should be written off after one year.
2. Part-time help should be secured to help the clerks catch up on posting and billing the backlog of incident reports estimated at $49,000.00.
3. Implement the EMS accounting system on AS400 to maintain accounts receivables and billing.

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1989.

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 March, 1989 be approved as recommended by the County Auditor in his letter of May 1, 1989.

Elizabeth LaVois, Child Support
Walter Culpepper, Health & Sanitation
Daniel Kosler, Ambulance Service
Cynthia Reeves, Animal Control
Laidlaw Waste, Sanitary Landfill
Roman Bohachevsky, Library
Hopie Solomon, Indigent Care
Travis Boeker, Fairgrounds
A E "Al" Dobson, Adult Probation
Dennis McAfee, Juvenile Probation
Ronald Drachenberg, Engineering
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Robert Grayless

Robert Grayless,
County Auditor

RG:DP:dp

AS PER ORIGINAL

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

MARCH 1989

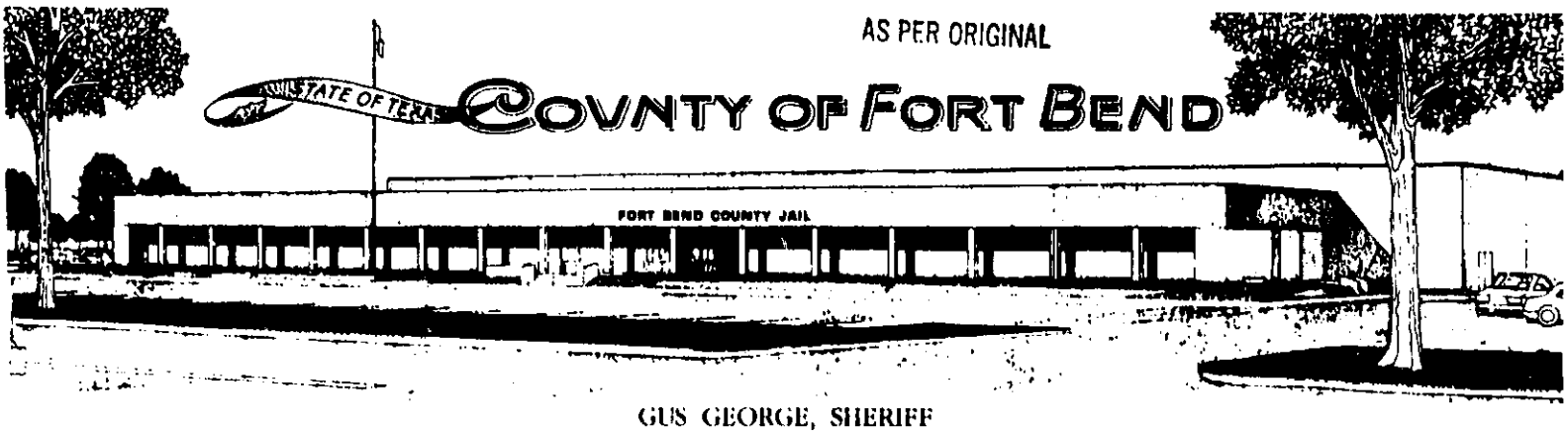
	TOTAL COLLECTED	YEAR TO DATE
CHILD SUPPORT	828.00	6,264.00
HEALTH AND SANITATION	2,715.00	7,593.00
AMBULANCE	6,728.82	28,552.54
ANIMAL CONTROL	809.00	2,444.00
SANITARY LANDFILL	149,596.07	387,420.22
LIBRARIES	5,518.56	16,575.95
INDIGENT CARE	121.00	251.00
FAIRGROUNDS	11,124.00	17,679.00
ADULT PROBATION (FUND 99)	51,502.00	146,059.84
JUVENILE PROBATION	1,536.92	7,186.92
COUNTY ENGINEERING	1,485.00	4,275.00
BAIL BOND BOARD	0.00	1,000.00
TOTAL FOR MONTH	231,964.37	625,301.47

AUDITOR'S FORM 1054

38 1237

6

AS PER ORIGINAL



GUS GEORGE, SHERIFF

April 25, 1989

Honorable Jodie E. Stavinoha, County Judge
Commissioner R. L. O'Shieles, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

We request the following item be included on the Commissioners' Court Agenda for Monday, May 1, 1989.

> The need to update the investigate equipment of the Fort Bend County Sheriff Department has become apparent. It is therefore respectfully requested that the Fort Bend County Commissioners' Court authorize the Fort Bend County Sheriff Department to lease a maximum of seven (7) automobiles to be used in the Narcotics Squad. The average monthly lease per automobile will be $550.00. Funds are available in Line Item #4250-0000-0000.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Mrs. Kathy Hynson, County Treasurer
Mr. Robert Grayless, County Auditor
Mr. Larry Wagenbach, Assistant District Attorney

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

7. CONSIDER REQUEST FOR TAX EXEMPTION AS HISTORIC SITE FOR DARST HOME, 300 SOUTH 9TH, RICHMOND:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept renewal of historical site exemption for Darst Home, 300 South 9th, Richmond for 1989, as requested by Paul Johnson. (Recorded in minutes in full)

8. MR. HAL GRADY, SOUTHWEST COPIERS, RE: REQUEST TO WITHDRAW BID ON COPIERS (#89-044):

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Denham voting to abstain, it is ordered to authorize withdrawal of bid on copiers as requested by Hal Grady. (Recorded in minutes in full)

9. CONSIDER AWARDING COPIER BID (#89-044) TO NEXT LOW BIDDER:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to award copier bid #89-044 to next low bidder, Konica Business Machines for 19 or more copy machines at $2,733 per month (for 19) subject to withdrawal of Konica's letter of protest regarding bid #89-044. (Recorded in minutes in full)

10. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: (1) REQUEST CANCELLATION OF DEALER BOND FOR CHRIS TURTUR NISSAN; (2) REQUEST APPROVAL OF DEALER BOND FOR ROSENBERG CHRYSLER PLYMOUTH; (3) REQUEST APPROVAL OF TEX-AN PHONE LINES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve cancellation of dealer bond #LSC 670061 for Chris Turtur Nissan as requested by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize approval of dealer bond for Rosenberg Chrysler Plymouth. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve two TEX-AN phone lines for the Tax office as presented by Marsha Gaines, Tax Assessor/Collector. Contract to be presented at a later date.

11. CONSIDER APPROVAL OF SERVICE MAINTENANCE AGREEMENTS ON CALCULATORS FOR PCT. 1 JUSTICE OF THE PEACE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve service maintenance agreements in the amount of $78.00 annual for two calculators for Pct. 1 Justice of the Peace. (Recorded in minutes in full)

12. CONSIDER APPROVAL OF AGREEMENT WITH ADVANCE HOME PHARMACY INC. FOR MAIL ORDER PHARMACY SERVICES:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve agreement with Advance Home Pharmacy Inc. for mail order pharmacy service. (Recorded in minutes in full)

38 1239

7

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

MEMORANDUM

DATE: April 28, 1989

TO: County Judge Jodie Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

FROM: Marsha P. Gaines

RE: Historical Exemption for The Darst Home

Item number 7 on the Commissioners Court agenda for May 1, 1989 pertains to granting an historical exemption for the Darst Home owned by Mr. Paul Johnston, tax account .901-7395-00-104-0011 for the 1989 tax year.

1988 exemption information is:

1988 Total Taxable Value	$160,888.00
1988 Tax Dollars	$ 744.10

1989 exemption information is:

1989 Total Taxable Value (Per Central Appraisal District Terminal)	$160,888.00
1989 Tax Dollars estimated using 1988 tax rate	$ 744.10

Mr. Johnston has received the historical exemption for years 1987 and 1988.

I recommend when granting this exemption the minutes read "to renew historical site exemption for Darst Home for as long as Mr. or Mrs. Paul Johnston own and reside in the house".

AGENDA ITEM
7
38 1240

April 24, 1989

Fort Bend County

Subject: Historic Site Property Tax Exemption 1989
Darst Home
300 South 9th Street
Richmond, Texas

Ladies and Gentlemen:

I again respectfully submit herewith an application for 100 percent Tax Exemption for the Historic Darst Home, Richmond, Texas. Attached for your review is the request for 1987 along with a current application for historic site property tax exemption for 1989.

I sincerely appreciate you kind attention to this request and trust it will merit your favorable approval.

Sincerely,

Paul G. Johnston

Paul G. Johnston
342-4506

RECEIVED
APR 25 1989
COUNTY JUDGE

38 1241

AS PER ORIGINAL

April 24, 1987

Fort Bend County
500 Jackson Street
Richmond, Texas 77469
Honorable Jodie Stavinoha, County Judge
Honorable Members of Commissioners Court

Subject: Historic Site Property Tax Exemption 1987
Darst Home
300 South 9th Street
Richmond, Texas

Gentlemen:

I respectfully submit herewith an Application for 100 percent Tax Exemption for the Historic Darst Home, Richmond, Texas. The home is completely renovated and has been recorded a Texas Historical Landmark. I have resided there as my homestead for the past eight years and have on occasions opened the home to public functions involving the Fort Bend County Historical and Museum Societies. It is my intention to use the tax abatement monies for the continual up keep of the grounds and outside structure.

I currently operate an antique business in a separate historic building on the rear of the property. There has been a separation of this property from the homestead and has been submitted to the Certified Appraisal District, Mr. Joe Doenges.

The property is recorded in Fort Bend County records as Volume 1323, pp 653, Volume 1362 pp 434, Volume 800 pp 220, Volume 800 pp 435 and separated into two account numbers. This separation is a result of different transactions, A Quit Claim Deed from the Peareson Estate along with a deed from the City of Richmond on 10th street alleyway. I also deeded to the City of Richmond certain land taken into Highway 90A. A consolidation of the property has been requested of the C.A.D. to separate the homestead from the business.

I sincerely appreciate your kind attention to this request and trust it will merit your favorable approval.

Sincerely,

Paul G. Johnston

Paul G. Johnston
342-4506

Attachments:
1. Application for Tax Exemption
2. History of Fort Bend County
3. Old Settlers of Fort Bend County
4. Daniel Boone's Great Grandson
5. Home Picture
6. Texas Historical Landmark Designation

Fort Bend Central Appraisal District
One Fluor Drive, BLDG. B, Suite 200
P.O. Box 5007
Sugar Land, Texas 77487-5007
(713) 263-4500

38 1242

AS PER ORIGINAL

application for historic site property tax exemption for 19 89

This application covers property you owned on January 1 of this year. You must file the completed application between January 1 and May 1 of this year. Be sure to attach any additional documents requested. You must apply for this exemption every year; it will not be automatically renewed.

Owner's name and address

Owner's name: PAUL G JOHNSTON

Present mailing address (number and street): 300 So. 9th St.

City, town or post office, state, zip code: Richmond Texas 77469

Telephone number: 342-4506

Owner is a(n) ☒ individual ☐ association ☐ corporation ☐ non profit corporation

Describe the property

Legal description: Lots 8-14, No 30' of 1-7 - Block 104
City of Richmond, Fort Bend Co. Texas

List taxing units that have granted an exemption on the property

Taxing unit	amount or %	Taxing unit	amount or %
LAMAR CONSOL. I.S.D.	100		
Fort Bend Co.	100		

(attach copy of each order granting exemption)

Has the Texas Historical Commission designated this property a recorded Texas historical landmark? (attach copy of order) ☒ Yes ☐ No

Has every taxing unit listed above designated this property a recorded Texas historical landmark or a historic site in need of tax relief? (attach copy of each ordinance) ☐ Yes ☐ No

Sign and date

Signature: Paul G Johnston

Date: April 21st-1989

On behalf of (name of organization):

Title:

Under Section 37.10, Texas Penal Code, if you make a false statement on this application, you could receive a jail term of up to 1 year and a fine of up to $2,000, or a prison term of 2 to 10 years and a fine of up to $5,000.

38 1243

AS PER ORIGINAL

dren, Luther, fifteen; William, eleven; Walter, six; Samuel, three; Josephine, one. Three boys were born after this census. There are descendants of Samuel Pharr and Lucy Pentacost living in Fort Bend County today.

The Pentacosts came from Maine in 1829 and George W., fifty-two, and children were living on their plantation in 1850. There were Susan, eighteen; Jane, twenty-one; William, eighteen; James D., twenty-five; Samuel B., three. George W. Pentacost was a veteran of San Jacinto where he served in Captain McIntire's Company. He is buried in Brown Cemetery on Big Creek along with Andrew Jackson Beard.

Among the descendants of Andrew Jackson Beard living in Fort Bend County today are Shirley Beard, Mrs. M. V. Brumbelow, Mrs. H. Brumbelow, Mrs. George Duty and Thurman Brown.

Down the Big Creek way there were many Pilants in 1850. William, fifty-eight, and Elizabeth, fifty-six, from North Carolina; and George B., thirty-eight, and Sarah, twenty-four; Mary Ann, twenty, and Susan C., fourteen, from Alabama. George had gone with his neighbor Captain Ryon on the Mier Expedition and was now home.

There was also a Dr. E. P. Pilant, twenty-nine, and his wife, Mary C. M., twenty-nine, from Tennessee, and their infant son, Alexander. The Doctor made the modest declaration in 1850 that his worldly goods were worth $800. Ten years later the Doctor told the census taker he was worth $48,000. Many evidences of such marvelous increase in wealth are found in this decade.

Robert Hodges, forty-five, stock raiser, lived on his league on the Bernard. He was from South Carolina and his wife, Susan, thirty-nine, from Louisiana. They had five children, all born in Texas: Edwin R., sixteen; Robert, fourteen; Samuel, nine; Jane, six; Susan, an infant.

Samuel C. Douglas, sixty-three, and his two sons John C., thirty-nine, and Freeman W., thirty-eight, were farmers and stock raisers from Georgia. Freeman W. was a veteran of San Jacinto and also one of the Mier men and drew a white bean and came home to tell the tales of his two years in Mexico.

Neighbors to the Hodges and the Douglases was the interesting family of Emory Holman Darst, then thirty-six, and his wife, Mary Ann, thirty, who was a daughter of the Colonist Elisha Moore, whose league lay partly across the Bernard. The 1850 census taker enumerated their children William M., eight; Jane L., five; Harriet, one, but later there were born David, Emma, Warren, Robert and Mary. After a residence of fifty-eight years

AS PER ORIGINAL

38 1244

In Fort Bend County Emory H. died in 1880, but his wife, Mary Ann, lived until 1902. The daughter, Harriet Darst, married Sam, son of Robert Hodges, and the oldest son of Emory H. and Mary Ann, William M., married Susan, daughter of Robert Hodges.

William M. Darst, who was born in Fort Bend in 1842, was a most forceful and attractive personality and lived his whole life there. Of his several children only two survive (in 1939), Homer N. and Janie E.

Homer's son, Homer, who married Miss Inez Nott of Wharton, has two children, Elizabeth and William M., great-grandchildren of William Moore Darst.

Robert H. Darst, youngest son of Emory H. and Mary Ann, died in Richmond in 1938 and left surviving three sons, Harris, Thomas B. and Robert M.

Mary, the youngest daughter of Emory H. and Mary Ann, married Lewis Lum, son of Milton Lum and brother of Mrs. Sam Allen of Harrisburg who were natives of Fort Bend County.

Mary D. Lum, daughter of Lewis Lum and Mary Darst, married Raymond Moore, son of John M. Moore, and their daughter Lottie married Judge Max Rogers of Huntsville.

Jane Darst, daughter of Emory H. and Mary Ann, married Harry S. Mason and is survived by two sons, Harry S. and Turner Mason.

Emma Darst, daughter of Emory H. and Mary Ann, married James Davis and among their descendants are a son Sidney and a daughter Lida.

No family in all the annals of Texas has been more thoroughly identified with the progress of the State than the Darsts, who since they first came in the Colonial days, have been worthy men and women, and each generation has contributed its part.

Emory H., the father of the Fort Bend County Darsts, was born in Missouri, son of Abraham, who married Tobethy Calloway, granddaughter of Daniel Boone. Abraham's father Abraham was a native of Virginia and a soldier in the American Revolution. Abraham, the father of Emory H. and his wife Tobethy, granddaughter of Daniel Boone, had a headright league granted in 1831 which includes Damons Mound in Brazoria County. Their first corn crop in 1832 was very much ravaged by bears, but they had ample meat for they killed sixty bears in the cornfield.

One of Abraham's daughters, Lorena, sister of Emory H., married Samuel Damon and from them have sprung a multitude of Damons, who like the Darsts, have been and are worthy citizens.

38 1245

AS PER ORIGINAL

Abraham Darst and his son, Emory H., were both at the battle of Velasco in 1832 and Emory and his four brothers and his brother-in-law, Sam Damon, were in the siege of Bexar in December, 1835.

Emory and his brother, John G., were with McNutt's Company at Harrisburg during the battle of San Jacinto and the brothers Patrick, Edmond and Richard were in the battle.

Jacob C. Darst, uncle of Emory H., who was a Colonist with DeWitt, was among those who perished in the Alamo.[9]

Benjamin Z. Boone, the Mier man, who like the Darsts was descended from Daniel Boone, was their neighbor on the Bernard in 1850.

William T. Lightfoot lived on the Bernard in 1850. He was then thirty-eight years old and a native of Kentucky. He had fought in the battle of San Jacinto in William Heard's Company, had married Sarah Jane Scott, twenty-four, and they had two small children, Joseph, five, and Mary Ann, eight. Mr. Lightfoot died on his plantation in 1850.

R. J. Calder, forty, with Mary W., his wife, thirty-four, and Robert J., ten; Jane, eight; Zemula, four; Ann M., three; Samuel D., one, were residents of the Bernard.

Calder came from Maryland before the Revolution of 1835-6 and commanded the Brazoria troops at San Jacinto. After the war he was first Sheriff of Brazoria County.

His son Robert J. was with Terry's Rangers and was killed at the battle of Moss Creek, Tennessee. Jane afterwards married W. L. Davidson, a Richmond lawyer whom, by courtesy, we called Major Davidson at the close of the century, and little Sam many years later married the daughter of Ex-President Lamar.

Ann married J. C. Williams, a Richmond lawyer, who was County Judge in the '80s and was County Attorney when he died in August, 1888. Although he identified himself with the Parker party, he, like Judge Somerville, had many friends and did not arouse enmities.

David, fifty-five, and Nancy Randon, thirty-four, lived on their league up the river. Old David, who was part Indian, was a very thrifty, sporty fellow and gave his worth at $33,000, a

---

9 Mary Ann Moore Darst, who lived in Richmond with her daughter, Mrs. Sam Hodges, during my residence there, 1897-1901, was an interesting person and many of the incidents related in this volume are from her ample memory.

38 1246
AS PER ORIGINAL

They started in 1849, but came by land, and had a long and tedious trip, crossing the line of Texas, however, in the last named year. They first settled in Washington County, but soon came on to Fort Bend. About one year after arriving here her husband accidently killed himself with a gun. In November, 1853, she married Mr. Worthington.

ABRAHAM DARST

came to Texas in the early '20s from St. Charles County, Missouri, and settled at Damon's Mound. This famous mound is situated partly in Fort Bend County and partly in Brazoria, all of the league of Mr. Darst being in the latter county. He was married twice, the children of the first wife being Emery, John, Edmund and Patrick. By his last wife were Rosetta and Richard. Emery Darst married Miss Mary Ann Moore. She was born in St. Charles County, Mo., and died in 1902, in the eighty-third year of her age. Her people came to Texas in 1827, when she was about seven years of age. Her father was Elisha Moore, also a native of Missouri, and a relative of Daniel Boone. Benjamin Boone, a Mier prisoner who died in Blanco County a few years ago, was a cousin to Mary Ann Moore. Lon Moore, an old settler and Indian fighter of Medina County, also says that he is related to Daniel Boone, and must be a branch of the same family. Some of the Darsts moved further west, and a creek in Guadalupe County is named for them. Some settled at Gonzales, and one was killed in the Alamo. Dave Darst and his family were the last ones to leave Gonzales on the approach of the Mexicans, and before they had proceeded far the smoke from the burning town was seen.

The Darsts were brave, reliable citizens, as all the old settlers were, with few exceptions, who came as colonists under Stephen F. Austin. Two of the Darsts, Edward

38 1247

AS PER ORIGINAL

and R. B., fought at the battle of San Jacinto in the company of Captain William H. Patton.

W. H. Darst ("Chuck"), one of the sons of Emery Darst, was a Terry Ranger, and at one time served as sheriff of Fort Bend County. He still resides in the county and is a prominent stock man.

Robert Darst, another son of Emery Darst, and also one of the staunch citizens of Fort Bend County, resides in Richmond.

Mrs. Hallie Hodge, a sister, keeps a boarding house in Richmond.

There are many old settlers of Fort Bend County whom the writer can only give a passing notice of, as their history could not be procured.

Levi P. Scott was one of Fannin's men.

Courtney Gibbs was an old settler of this county.

J. W. Eckman came to Fort Bend in 1857 from Maryland.

John H. Herndon, another old ettler, and a member of the Somerville expedition.

Freeman Douglas was a Mier prisoner, and an uncle of Mrs. Mary W. Frost, Mrs. Phoebe D. Everett and Mrs. W. L. Davidson, of Richmond.

Mrs. Irene Hocker, born in Richmond.

Ingham S. Roberts, well posted on the Masonic history of Fort Bend.

Henrietta Lamar, wife of General Lamar, died October 8th, 1891, and is buried at Richmond.

M. M. Battle, an old settler of Fort Bend County, was born in New Orleans February 20th, 1800, and died at Richmond, Fort Bend County, January 15th, 1856. He at one time held the office of County Judge of Fort Bend.

38 1248

AS PER ORIGINAL

Daniel Boone's kin

Continued From Page 1

$1,206. The payment was made in silver dollars.

A bronze tablet distinguishing the grave of David Darst, a Revolutionary soldier, was placed on a stone marker over his burial place in the Pleasant Hill Cemetery, one mile south of Defiance. The tablet was placed there by the Daughters of the American Revolution on Aug 22, 1928.

A PART OF HIS service record, obtained from the files of the Virginia State Library, show that he marched from Kentucky County, Va, on an expedition against the Shawnee Indians on July 8, 1785.

The march was under the command of Col George Rogers Clark. The manuscript payroll, known as 1-PD49, recites that he received five pounds, three shillings, in English money for his service.

He was the father of nine children. Two of the children were Abraham and Jacob Darst.

Abraham married Tabaitha Calloway, the daughter of Jerima Boone and Flanders Calloway. Tabaitha's paternal grandfather was Daniel Boone.

Two came to Texas

Of the nine children, seven remained in Missouri and reared large families. Abraham and Jacob came to Texas.

Abraham came with Stephen F. Austin's second colony in 1829.

Jacob came with the DeWitt Colony. Green DeWitt, of Missouri, had a contract to settle 400 families in an area west of Austin's colony, and west of San Antonio Road.

San Antonio Road was the travel route from Nacogdoches to San Antonio, to Mexico City and to the eastern part of America. The DeWitt colony established the town of Gonzales.

Jacob settled in the Gonzales area and was one of 32 volunteers from that town who fought and died at the Alamo.

Abraham settled at what is now known as Damon's Mound in Brazoria County, which was at one time a part of Fort Bend County.

Abraham's property consisted of 4,428 acres, a league of land. Each settling family was to receive a league and a labor of land. A labor contains 177 acres. Abraham's property was known as the A. Darst League. It was granted to him in 1831 by the Mexican government.

Abraham Darst had five children by his first wife, Tabaitha. Lorena was one of the children. She was born in 1811 and married Samuel Damon from the state of Maine at Damon Mound in 1834. Their children were Daniel Boone Damon, Sylvester W. Damon, Warren, Samuel, Annie and Amanda Damon.

In 1833 Abraham died and was buried at Damon Mound.

Emory born in 1814

Another child of Abraham and Tabaitha was Emory Holman Darst, the man of our cemetery story. He was born on Jan 26, 1814, in Saint Charles County, Mo, before his parents left for Texas. When Abraham came to Texas, his son Emory was 15 years old.

In 1841 Emory Darst married Miss Mary Ann Moore, a daughter of Elisha Moore. The Moores were members of Austin's original 300 colonists in 1827.

At the time of Emory's death an obituary appeared in the Texas Christian Advocate. The death notice carried a Richmond, Texas, dateline and was written by Mrs George W. Pleasants.

'With rifle in hand'

The obituary notice stated Emory Darst died in the Pleasants' residence "in his 67th year, for 52 years a resident of Texas."

The notice read as follows:

"From the capture of the Fort at Velasco from the then-existing government of Mexico in June, 1832, to the final action of that despotic government, he was always present with rifle in hand.

"He was in the campaign of 1835 under the command of Stephen F. Austin, which resulted in the storming and capture of San Antonio and all of the forces that were defending it, and in the campaign of 1836 under Gen Sam Houston, which resulted in the Battle of San Jacinto and the expulsion of the marauders of our soil.

"Emory Darst belonged to that class of soldiers who were their own quartermasters.

"When the toscin sounded, the mess started in and lasted from 12 to 24 hours with the packhorses or mules carrying all necessary supplies and ammunition and substance for immediate consumption. When the night overtook them and they bivouacked, their horses claimed their attention. They were staked and properly cared for and then the comfort of the inner man was attended to.

Married Mary Moore

"Emory H. Darst in the year 1841 married Miss Mary Ann Moore, the descendant of two families of worth and eminence in the early years of Texas, the Moores and the Gillets. By this union there were eight children. Emory and his wife settled on the San Bernard River in the western portion of Fort Bend County where they lived in great happiness and reared their families. The distinguished traits of this old veteran were firmness and justice which procured him and influenced acquaintances rarely accorded to individuals in this locality.

"No trickery or crookedness in business or politics received countenance from him the whole course of his life. He had no cause whatever to be in courts either as plaintiff, defendant or prosecutor. His simple word was as good as his bond in his transactions with his fellowman."

AS PER ORIGINAL

The Darst history background contains the information that Emory and his father Abraham were with John Austin's company and participated in the Battle of Velasco in 1832 and at that time Emory was 18 years old.

Stormed San Antonio

Emory and four of his brothers and his brother-in-law, Sam Damon, were with Burleson's army in the campaign which terminated in the capture and storming of San Antonio in December, 1835. He and his brothers, John G., Patrick E., Edmund E. and Richard B. Darst, together with Sam Damon, were with Sam Houston's army in the San Jacinto campaign.

Emory, his brother John G. and Sam Damon were detailed to guard the camp equipment opposite Harrisburg during the actual battle.

Patrick, Edmund and Richard participated in the actual engagement. They were all members of Capt William H. Patton's company, the family history relates.

Guarded Santa Anna

Emory Darst was one of the members of Capt Patton's company detailed to guard Santa Anna when the Mexican general was held prisoner at the Phelp's Plantation in Brazoria County after the Battle of San Jacinto.

In his own written accounts of incidents that occurred concerning the battle, Emory Darst told of having reported every cannon shot fired during the battle by cutting notches on a tree with his pocket knife.

He told of how he used the leg of an extra pair of "drawers" as a sack to hold his share of the sugar distributed among the soldiers. The supplies had been captured from the Mexican army.

Another incident he related of his experiences during the early days stated that during the first year after the Darst family arrival in Texas they killed as many as 60 black bears in the corn patch near their home at Damon's Mound, Brazoria County.

William Moore Darst, eldest child of Emory and Mary A. Darst, married Miss Susan Hodges (daughter of Susan and Robert Hodges, members of Austin's original 300).

Ball HS teacher

One of his sons, Homer Norwood Darst, married Miss Inez Nett of Wharton. To this union was born one son, Homer William (Jack) Darst, who married Miss Elisabeth Robertson of Galveston. (Jack Darst died July 3, 1965.) Their two children are Elisabeth Fontaine, an artist, and William Maury. William Maury married Miss Mary Lou Hughes of Bellaire. Their son is Robert Maury, three months. Maury Darst is head of the journalism department at Galveston's Ball High School.

When Emory and Mary Darst began their marriage, they erected a one-room log house. It had a dirt floor. The house was situated where Turkey Creek empties into the San Bernard River on the northeast corner of the Elisha Moore league of land in Fort Bend County.

The house was added to from time to time. It finally consisted of a living room, four bedrooms, a dining room, all in the main house. A shed room was used as an extra bedroom and kitchen. Dairy units were connected by a passageway. They contained a shed on either side used as a smokehouse, tool house and storage area.

Home, barns burned

The barn and stables, cow lot and other outbuildings were to the west of the house. Beautiful monarch cypress trees grow along the river where the home once stood. It burned many years ago. One of the original log barns was still standing until the early 1930s when it also burned.

Snake Creek Cemetery contains graves of many of the area's early-day settlers. Some are marked only by iron stakes. They are all important because they are the link to our past.

The most recent grave is that of Louis Kallweit, 1892-1960. His daughter, Mrs Gilbert Oberhoff of Rosenberg, said:

"My father roped cattle there in his young years and wanted to be buried there. Once someone asked him why he wanted to be buried away out there in that lonesome spot and my father laughed and replied, 'Well, if there's any news I guess we'll get it' if in Snake Creek Cemetery."

The cemetery, believed to be about 100 years old, is situated about 200 feet from Snake Creek. The land belongs to Ladd Stavinoha of Needville. Emory Darst lived about 13 miles from the cemetery.

Perhaps some day the spot will become a recognized landmark of historical Texas.

58 1250
AS PER ORIGINAL

Daniel Boone's great-grandson

Creek Cemetery tombstone to discovery of Texas hero

Austin it was learned that Emory Darst fought many times for Texas and was rewarded with Texas land.

Written records state that he was in the Battle of Velasco. He was in the campaign of 1835 under the command of Stephen F. Austin which made an assault on San Antonio, was in the battle at Mission Concepcion, and when General Sam Houston's army fought Mexican General Santa Anna at the Battle of San Jacinto, Emory Darst was assigned to guard the Texas army baggage camp at Harrisburg.

Records show that later, after his defeat and capture, Santa Anna was held prisoner at the Phelps Plantation, Orozimbo, a few miles above Columbia, and one of the guards detailed to watch him was young Emory H. Darst.

EMORY DARST probably has many descendants in Texas. We located one of them. He is William Maury Darst of 1008 11th Street in Galveston.

Maury Darst, 28, is the great-great-grandson of Emory, and the great-great-great-great-great-grandson of Daniel Boone. With his help, the history of the Darst family in Texas unfolded. This is the story the tombstone in Snake Creek Cemetery led us to.

First, a brief history of the Darst family, as recorded.

David Darst was born in Shenandoah County, Va, Dec 18, 1757. He married Rosetta Holman in 1763 and they moved to Woodford County, Ky, in 1784.

IN 1798 they migrated to Saint Charles County, Mo, and settled in the valley near Defiance, which since has been known as Darst Bottom on Osage Creek.

He carried letters from prominent citizens in Kentucky which enabled him to obtain several grants of land from Spanish authorities. It is a record that he purchased 1,500 acres of land for

Emory Darst rests in Snake Creek Cemetery
. . . grave is few miles from where he made his home

AS PER ORIGINAL

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AS PER ORIGINAL

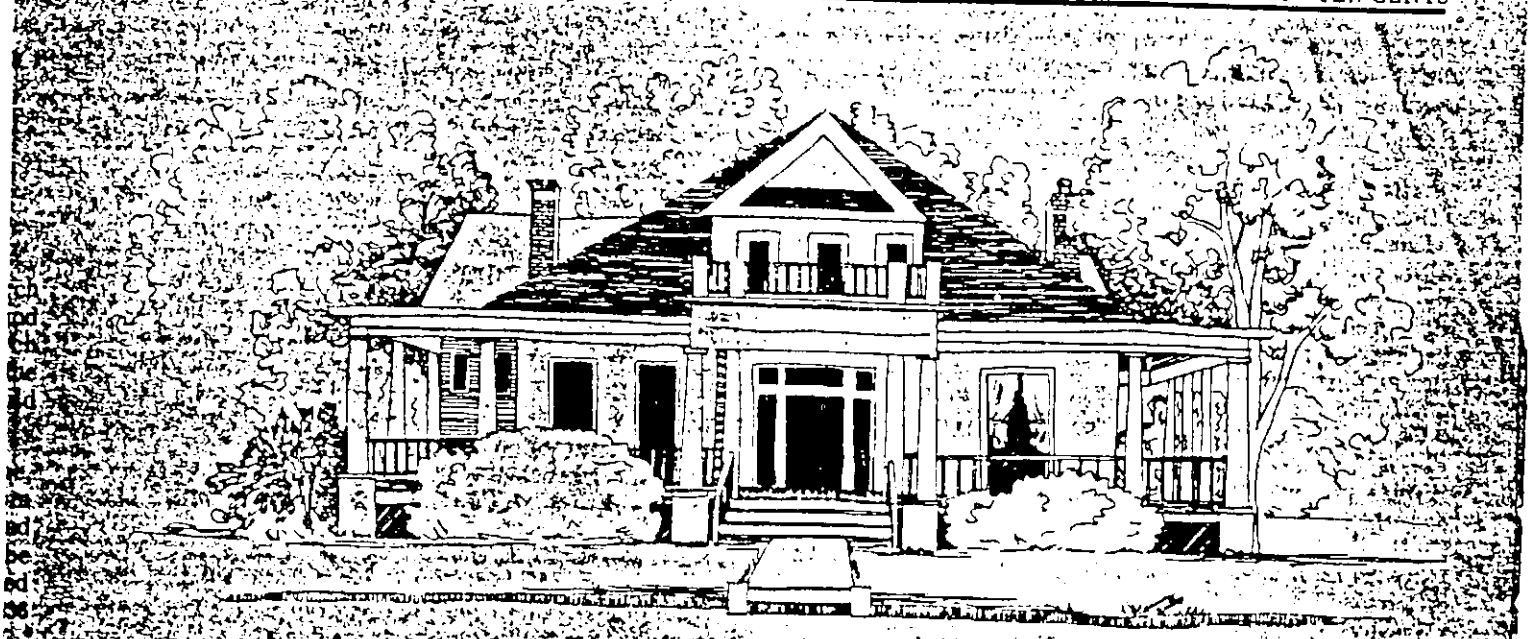
38 1252

ld-Coaster

(FORT BEND REPORTER)

NBERG AND FORT BEND COUNTY"

Y, JUNE 4, 1972 Classified Ad Department – 232-3737 SIX PAGES--TEN CENTS



THE R. H. DARST HOME . . . The Heritage House at 300 South Ninth Street in Richmond was built in 1908 by a Mr. Anderson, local contractor who built many homes in the county at the time. It was originally the home of Mr. and Mrs. R. H. Darst who purchased the land from T. E. Peareson, built their home and lived there until Mrs. Darst (known to friends and relatives as "Miss Pearl") passed away in 1966, at the age of 94. Mr. Darst preceded her in death in 1938.

By the authority vested in it by the Legislature of the State of Texas, the Texas Historical Commission hereby designates

THE DARST-YODER HOUSE

of the city of **Richmond** county of **Fort Bend** as a Recorded Texas Historic Landmark and duly certifies that said structure is worthy of preservation because of its outstanding contribution to the heritage of Texas.

Governor of Texas

Maxine Blankenship
Chairman, Texas Historical Commission

November 26, 1975
Date

38 1253

38 1254 8

AS PER ORIGINAL

Southwest Copiers Inc.
909 Sixth Street
Rosenberg, Texas 77471
(713) 342-8253

April 28, 1989

Fort Bend County
Commissioners Court:

I am withdrawing my bid for copiers for Fort Bend County for the following reason: I failed to read the clause that the Purchasing Department put into the new contract, which reads that the County can add or remove as many copiers as they want. I have already been confronted with one department wanting a copier which only runs 100 copies per month. That calculates to a whopping $1.97 per month. Since then, other departments are now requesting the cheap machines. Under this type of contract, a vendor has no protection at all. Every employee of the county can have their own personal copier for practially nothing. This is very poor business practice on the county's part.

Therefore, I recommend to the court that they award the copier contract to the next lowest bidder - Konica Business Machines, USA, Inc. - effective June 1st, 1989. This will give them the normal 30 days to get their equipment on site.

If it pleases the Court.

Southwest Copiers, Inc. will leave their equipment at its present location and continue to service and maintain them as we have for the past ten years. The billing will remain the same as before until the first day of June, 1989.

I thank you for the support for the past ten years and look forward to the future of Fort Bend County's business. Once again, thank you.

C/C:
Judge Jodie Stavinoha,
Commissioners: Ben Denham
Bob Lutts
Bud O'Shields
Alton Presley
Purchasing Agent: John Hamett
Konica USA

Respectfully Submitted;

Hal Grady

Hal Grady - President
Southwest Copiers, Inc.

MEETING THE OFFICE COPIER NEEDS OF TODAY

AS PER ORIGINAL

REGULAR SESSION

BE IT REMEMBERED That on this 17TH day of APRIL, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

26. CONSIDER ACCEPTING/REJECTING BIDS FOR THE FOLLOWING: (1) RENTAL OF COPY MACHINES (#89-044); (2) CONTRACT FOR GROUNDSKEEPING SERVICES (#89-045): ltrs written

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve rental of 19 copy machines from SOUTHWEST COPIERS, INC. at $2,718.60 per month. (Recorded in minutes in full)

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Lutts absent for vote, the Commissioners Court finds that the best bid be awarded to THE GREATEST JANITORIAL SERVICE, INC. in the amount of $986.67 a month for all 7 locations, effective May 1, 1989. (Recorded in minutes in full) ltrs written

27. CONSIDER EXTENDING DIESEL CONTRACT (#89-10) WITH SUGAR LAND BULK OIL:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize extending diesel contract with Sugar Land Bulk Oil. (Recorded in minutes in full)

28. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (DELINQUENT TAX); LAND MATTERS (DRAINAGE PROJECT); AND PERSONNEL AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E.F.G), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in Closed Session.
No action taken.

38 1255A
37 1174

CORRECTED

AS PER ORIGINAL

REGULAR SESSION

BE IT REMEMBERED That on this 16TH day of JANUARY, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

With Commissioner Denham, absent for vote.

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

24. CONSIDER APPROVING COPIER RENTAL SPECIFICATIONS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept specs for copier rental as recommended by John Hammett, Purchasing Agent. (Recorded in minutes in full)

25. AUTHORIZE PURCHASE OF ONE OR MORE PICKUP TRUCKS FOR PCT. 3 COMMISSIONER FROM BID #88-59:

ordered

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to KNAPP CHEVROLET for two pickup trucks in the amount of $12,296.00 each for Precinct #3. (Recorded in minutes in full)

AS PER ORIGINAL

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
2 - 6 - 89	89-018	1 - 23 - 89	3	12

2. Vendor agrees to repair the copiers to a level of acceptable performance as determined by each individual department head. If attempts at repairs are unsatisfactory, the vendor will replace the copier, at no cost to the county, with one of equal or greater capacity. Down time shall be limited to no more than eight (8) working hours.

3. There shall be no limit placed on the number of no cost service calls. Vendor will not charge for delivery and installation of replacement machine. If machine is not repaired or replaced within 8 working hours a penalty of $20.00 per day will be imposed by the County to be witheld from the periodic payment.

F. REFERENCES:

Bidders must submit, with bid, a list of three (3) rental copier contracts past and current. References must state contact person's name and phone number at each location (similar or larger operations) (MANDATORY).

Judge Charles Dickerson 342-3411
Judge Jodie Stavinoha 342-4373
Glory Kettlers 342-3411

G. GENERAL:

1. Copiers are to be desk-top, stationary top models, 110V, supplied with cabinet type rolling stands unless otherwise specified.

2. All bidders must have their own in-house service department and service personnel.

3. The twenty four (24) copiers are specified and bid as a unit and are to be supplied as a single package by one successful bidder.

4. Fort Bend County reserves the right to add or delete the number of copiers provided under this contract; however, Fort Bend County also reserves the right to rent additional machines from a vendor other than the successful bidder.

H. CONTACT PERSON:

Contact person is Mr. Gilbert Jalomo, Assistant Purchasing Agent, 500 Liberty, Richmond, Texas (713) 341-8640.

INITIALS OF BIDDER: [illegible] DATE: 2-3-89

38 1257

AS PER ORIGINAL

9

RENTAL OF COPY MACHINES FOR FORT BEND COUNTY
BID #89-044

COMPANY	TOTAL MONTHLY BID PRICE FOR NINETEEN (19) MACHINES	REFERENCES SUBMITTED	DELIVERY	COST 12 MONTHS PLUS INSTALLATION (19 MACHINES)
SOUTHWEST COPIERS, INC. 909 6TH ST. ROSENBERG, TEXAS 77471	$2,718.60	*SEE NOTE BELOW	$40.00	$33,383.20
KONICA BUSINESS MACHINES 10161 HARWIN DR. STE #117 HOUSTON, TEXAS 77036	$2,733.00	YES	$60.00	$33,936.00
ALLSTATE COPY SYSTEMS, INC. 9818 WILCREST HOUSTON, TEXAS 77099	$3,298.20	YES	$31.00	$40,167.40
GLOBAL SERVICES, INC. P.O. BOX 14689 HOUSTON, TEXAS 77221-4689	$3.726.00	YES	$75.00	$46,137.00
MINOLTA CORP. 2872 ANTOINE DR. HOUSTON, TEXAS 77092	$4,112.40	YES	$100.00	$51,248.80
MONROE SYSTEMS FOR BUSINESS 9488 KIRBY DR. HOUSTON, TEXAS 77054	$7,323.00	YES	$50.00	$88,823.00
PITNEY BOWES, INC. 4200 WESTHEIMER #101 HOUSTON, TEXAS 77027	UNABLE TO TABULATE: VENDOR PROVIDED THREE DIFFERENT PRICES FOR EACH MACHINE UNABLE TO DETERMINE COST PER COPY BID PRICE PER MACHINE.			

*BID FROM LOW BIDDER (SOUTHWEST COPIERS) DID NOT INCLUDE REFERENCES AS REQUIRED BY BID SPECS. SOUTHWEST COPIERS NOW HAS APPROXIMATELY 18 COPIERS RENTED TO FORT BEND COUNTY WITH NO REPORTED PROBLEMS. RECOMMEND COMMISSIONERS COURT WAIVE THIS AS A MINOR ADMINISTRATIVE DEFICENCY.

38 1258 /D

AS PER ORIGINAL

MARSHA P. GAINES
TAX ASSESSOR/COLLECTOR

MEMORANDUM

TO: Judge Jodie Stavinoha
Commissioner R. L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Date: April 24, 1989

REFERENCE: Commissioners Court Agenda

Please place the following on the agenda for May 1, 1989:

1. Cancellation of Lawyers Surety Corporation
   #LSC 670061
   Chris Turtur Nissan

2. John Deere Insurance Company
   #BR 40950
   John B. O'Meara
   Rosenberg Chrysler Plymouth

50 Validation Stickers	$2,940.00
50 Road & Bridge Fund	$250.00
25 Form 31	
Title fee	$250.00
Sales tax	$26,560.00

LAWYERS SURETY CORPORATION
PO BOX 569480, DALLAS, TX 75356

AS PER ORIGINAL 38 1259

CANCELLATION NOTICE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	CANCELLATION EFFECTIVE DATE
LSC 670061	LICENSE TAG AGENT	$ 30,000	5/16/89

OBLIGEE

FORT BEND COUNTY
TAX ASSESSOR/COLLECTOR
PO BOX 399
RICHMOND, TX 77469

PRODUCER

BEN C. DOHERTY & ASSOCIATES
TWO TURTLE CREEK VILLAGE
SUITE 510
DALLAS, TX 75219

PRINCIPAL

CHRIS TURTUR
PO BOX 71
ROSENBERG, TX 77471

WE, THE ABOVE NAMED SURETY, ARE TERMINATING OUR LIABILITY UNDER THE ABOVE REFERENCED BOND AS OF THE ABOVE EFFECTIVE DATE.

BY Laura Stevens
ATTORNEY IN FACT

21077 (7-88)

AS PER ORIGINAL 38 1260

JOHN DEERE INSURANCE COMPANY

SURETY BOND

Bond Number ▶ B R-40950

Date Issued: 23 March 1989

Principal's Name and Address ▶

Rosenberg Chrysler, Plymouth, Inc.
4800 Avenue "H"
Rosenberg, TX 77471

POWER OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS, That JOHN DEERE INSURANCE COMPANY, an Illinois Corporation, does hereby make constitute and appoint **Robert E. Nixon, Laurin B. Griggs, Howard J. Payne, Monty R. Samalon and Patricia L. Flowers each,** its true and lawful Agent(s) and Attorney(s)-in-Fact, with full power and authority conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, any and all bonds or obligations.

IN WITNESS WHEREOF, said JOHN DEERE INSURANCE COMPANY has caused these presents to be executed by its President and Its Secretary with its corporate seal affixed this 14th day of November, 19 88.

JOHN DEERE INSURANCE COMPANY CORPORATE SEAL ILLINOIS

JOHN DEERE INSURANCE COMPANY

By Robert E. Nixon
Robert E. Nixon, President

By Laurin B Griggs
Laurin B. Griggs, Secretary

State of Illinois)
County of Rock Island)

I, **Debra L. Loding,** Notary Public do hereby certify that Robert E. Nixon, President of JOHN DEERE INSURANCE COMPANY, and Laurin B. Griggs, Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act of said JOHN DEERE INSURANCE COMPANY, and as their own free and voluntary acts as such President and as such Secretary, for the use and purpose therein set forth.

Given under my hand and official seal, this 16th day of August, 19 88.

Debra L. Loding
Notary Public
My commission expires 16 August 1992

"OFFICIAL SEAL"
DEBRA L. LODING
Notary Public, State of Illinois
My Commission Expires 08/16/92

FORM 14000 (3/89)

34TH Avenue & 80TH Street
Moline, Illinois 61265

AS PER ORIGINAL 38 1261

Account No. _____

Bond No. BR-40950

TEXAS PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Rosenberg Chrysler, Plymouth, Inc. _____ of Rosenberg, Texas 77471 as Principal, and JOHN DEERE INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, and authorized to become sole Surety on bonds in the State of Texas, as Surety, are held and firmly bound unto Marsha P. Gaines Tax Assessor and Collector, County of and ~~his~~ her successors in office in the penal sum of $ 30,000.00

*THIRTY THOUSAND AND NO/100---------- Dollars, lawful money of the United States, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal has been duly X Appointed ___ Elected to the office of Tax Assessor/Collector for a continuous period beginning on the 23rd. day of March, 19 89.

NOW, THEREFORE, If the said Principal shall well, truly and faithfully execute and perform the duties of said office as required by law now in force, and shall well, truly and faithfully perform the duties of said office according to any law that may be enacted subsequent to the execution of this bond, then this obligation to be void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said Principal has hereunto signed his or her name and said Surety has ~~hereunto~~ caused its name and corporate seal to be affixed by its duly authorized Attorney-in-Fact this 23rd. day of March, 19 89.

ELOISE VACEK
Notary Public, State of Texas
My Commission Expires 4/93

(SEAL)

Eloise Vacek
WITNESS

Rosenberg Chrysler, Plymouth, Inc.
Principal

By: John B. O'Meara - Pres.
Title

(SEAL)

Connie Micretta
WITNESS

JOHN DEERE INSURANCE COMPANY
Surety

By: Monty R. Samalon
Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend
Before me, Dolores Wleczyk on this day, personally appeared John B. O'Meara, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office at ROSENBERG, Texas, this 29 day of MARCH, 1989.

DOLORES WLECZYK
Notary Public, State of Texas
My Commission Expires 6/89

38 1262

AS PER ORIGINAL

BOND RIDER

JOHN DEERE INSURANCE

JOHN DEERE INSURANCE COMPANY
34th Ave. & 80th St, Moline, IL 61265

Bond Number
BR-40950
This endorsement is effective: 6 April 1989 12.01 A.M., standard time at address of the principal as stated herein.

Principal Name and Address

John B. O'Meara
c/o Rosenberg Chrysler, Plymouth, Inc.
4800 Avenue "H"
Rosenberg, TX 77471

It is hereby understood and agreed the Principal Name for the Texas Tax Assessors Bond has been amended to read:

John B. O'Meara

in lieu of:

Rosenberg Chrysler, Plymouth, Inc.

It is also understood and agreed the language of the Texas Tax Assessors Bond has been amended to read:

"bound unto Fort Bend County Tax Assessor and Collector and/or County Judge..."

in lieu of:

"bound unto Marsha P. Gaines Tax Assessor and Collector..."

John Deere Insurance Company
Surety

Patricia L. Flowers
Attorney-in-Fact

John B. O'Meara
Principal

By: John B. O'Meara

Lauren B. Briggs
Secretary

Robert E. Nixon
President

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

10788 (11/87)

MONROE SYSTEMS FOR BUSINESS

Customer Service Maintenance Agreement

AGENDA ITEM #11

HOME OFFICE SIDE 2

ACCOUNT CLASS 38 1263

BOOKING ORDER NO.

RENEWAL	NEW	MODEL	SERIAL NUMBER	BRANCH TO BE CREDITED	RATE PER YEAR	SERVICE ZONE	ALLOWABLE COPIES PER YEAR	PER COPY OVERAGE RATE	STARTING METER READING	ANNUAL DATE	EFFECTIVE DATE
	X	3140	D719688	5-070	39.	1					04-01-89
		3140	D719689		39.	1					"

AS PER ORIGINAL

4-14-89

TAX INFORMATION

TAX EXM.	TAX EXEMPT NUMBER	STATE CODE %	COUNTY CODE %	CITY CODE %
X		XX	X	X

GRAND TOTAL 78.00

Service coverage under this agreement to be 8:30 AM/PM to 5 AM/PM MON thru (days) FRI

OTHER TERMS AND REMARKS: IF NONE, STATE "NONE".

NONE

BILLING CYCLE CODES: 0 = ANNUAL 1 = SEMI-ANNUAL 3 = EVERY 3 MONTHS 6 = SCHOOL CONTRACT

SHOW RENEWAL DATE BELOW IF OTHER THAN EFFECTIVE DATE					BILLING CYCLE	ADD TO INVOICE SHOWN BELOW WITH COMMON RENEWAL DATE			
PURCHASE ORDER NUMBER	PRORATED MAINT. (IN ADVANCE)	DIRECT MAINT. (IN ARREARS)	RENEWAL MO.	RENEWAL DAY		INVOICE NUMBER	A MODEL ON THAT INVOICE IS →	MODEL NUMBER	SERIAL NUMBER
					0				

THIS AGREEMENT IS ACCEPTED SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON BOTH SIDES

YOUR SIGNATURE AUTHORIZES MONROE TO MAINTAIN THE EQUIPMENT LISTED ABOVE ACCORDING TO THE COVERAGE OF THIS MAINTENANCE AGREEMENT AND SUBJECT TO ACCEPTANCE BY MONROE, HOME OFFICE AND LOCAL BRANCH

SIGNED [signature] JP#1 4/14/89

CUSTOMER TITLE DATE

ISSUED AT BRANCH NAME HOUSTON, TEXAS NUMBER 5-070

BRANCH APPROVAL

BRANCH MANAGER

COMPANY X JUSTICE OF THE PEACE 1

PRECINCT # 1

ADDRESS ~~110 LEGION DRIVE~~ 309 S. 4th-Ste 125F 2

CITY RICHMOND STATE TEXAS 3

ZIP CODE 77469 4

MONROE Systems for Business, Inc.

(BRANCH MAILING ADDRESS)

9488 KIRBY

HOUSTON, TEXAS 77054

COMPUTER PROCESSED - LIMIT 30 CHARACTERS PER LINE 1, 2, 3 & 4

COPY DISTRIBUTION: 1. WHITE - HOME OFFICE 2. YELLOW - CUSTOMER 3. PINK - BRANCH

3609-M PRINTED IN U.S.A.

MONROE SYSTEMS FOR BUSINESS

38 1264

AS PER ORIGINAL

Customer Service Maintenance Agreement

In consideration for the CUSTOMER's payment, yearly in advance, of the rates prescribed by **MONROE** from time to time, and any applicable additional charges, when billed, **MONROE** agrees to maintain each of the CUSTOMER's equipment shown on the Equipment List on the reverse side of this agreement in good operating condition, subject to the terms and conditions herein provided.

MAINTENANCE SERVICE:

MONROE shall provide maintenance services during **MONROE's** normal business hours 8:30 A.M. to 5:00 P.M. Monday thru Friday excluding holidays, except that if the hours specified in the Equipment List differ from **MONROE's** normal business hours, the hours set forth in the Equipment List shall be applicable to the CUSTOMER location set forth in the Equipment List, as follows:

A. Scheduled preventive maintenance based upon the requirements of the individual units of equipment as determined by **MONROE.** Maintenance shall include lubrication, cleaning, adjustments, and replacement of parts as may be deemed necessary by **MONROE**. Preventive maintenance may, at **MONROE's** option, be performed at the same time as remedial maintenance.

B. Remedial maintenance shall be performed only on request of the CUSTOMER.

C. Parts required shall be furnished on an exchange basis and replaced parts shall become the property of **MONROE**.

D. Machine Condition: Equipment listed must be in good operating condition on the effective date of this agreement. Equipment is subject to inspection and repair at the CUSTOMER's expense prior to acceptance of this agreement.

E. This maintenance agreement EXCLUDES:

a. The cost of service calls generated as a result of operator error, incorrect data entry, application/system software or media problems.

b. Re-creation of data lost for any cause whatsoever.

c. Maintenance or repair made necessary by accident, misuse, neglect, negligent, willful or intentional acts, interconnecting or use of unauthorized attachments or parts, or supplies not meeting applicable specifications, repair or alterations by unauthorized personnel, change of equipment location, failure to meet environmental and electrical power requirements, damage resulting from accident, fire, flood, earthquake, or other acts of God, acts of third parties, or any cause other than normal use of the equipment.

d. The cost of the following items:

- Paper
- Toner
- Paper Cassettes
- Stands
- Ribbons/diskettes/tapes
- Developer
- Photoconductor Drum
- Print Wheels
- Other supply items
- Consumable items

for which the CUSTOMER will bear all costs.

e. If this is a FULL-SERVICE maintenance agreement, as stipulated on the reverse side of this agreement, the photoconductor drum shall be replaced as determined to be necessary by **MONROE** at no additional charge to the CUSTOMER. Exclusions applicable to the equipment as stated in Paragraph E.c. shall also be applicable to the photoconductor drum in the case of a FULL-SERVICE maintenance agreement and all other provisions of this agreement, including Paragraph E.d., shall apply.

F. **MONROE** may, at its option, remove any of the equipment covered by this agreement from the CUSTOMER's premises for the performance of repairs and/or maintenance.

G. Disclaimers of Warranty, Exclusion of Liability and Limitation of Remedy – **MONROE** makes no warranty of any kind with regard to services performed and goods delivered under this agreement whether express, implied, relating to merchantability, fitness for particular purpose or otherwise. **MONROE** shall not be liable to CUSTOMER or any other party, person, or organization for any incidental, indirect, special, consequential or punitive damages arising out of the performance or non-performance of services or the furnishing or failure to furnish goods described by this agreement without regard to whether such damages are foreseeable or forseen, or are claimed to arise by reason of breach of contract, breach of warranty, negligence, misrepresentation, strict liability or other legal theory. In no circumstances shall **MONROE's** liability to CUSTOMER exceed the amount which CUSTOMER has paid to **MONROE** under this agreement.

H. This document states all the terms and conditions of the CUSTOMER Maintenance Agreement and may not be amended except by written amendment accepted in writing by **MONROE** at its home office in Morris Plains, New Jersey.

I. This Maintenance Agreement is non-transferable and is governed by the laws of the State of New Jersey. The term of this agreement shall be for a period of twelve (12) months commencing from the effective date set forth on the reverse side. This agreement will be automatically renewed each year at rates in effect at time of renewal unless the renewal of the agreement is cancelled in writing at least 30 days prior to expiration of the current term by either party. When so cancelled, **MONROE** will be relieved of all obligations stated in this agreement as of the expiration of the current term.

J. If CUSTOMER fails to pay any annual charges when due, **MONROE's** obligations stated in this agreement shall cease as of the expiration of the current term. In addition, if CUSTOMER fails to pay any additional charges hereunder when due, including, but not limited to usage/overage charges, **MONROE's** obligations stated in this agreement shall immediately cease. In the event of termination of **MONROE's** obligation hereunder for any reason, CUSTOMER shall pay **MONROE** on a time and material basis, at **MONROE's** rates then in effect, for all services performed during the current term, if the maintenance fee is unpaid, and thereafter. CUSTOMER shall receive credit towards such time and materials billings incurred during the balance of the current annual term in the amount of the pro rata value of any prepaid unexpired portion of the current annual term after deduction of any unpaid charges from such amount.

K. This maintenance agreement is based on the number of allowable copies per year shown on the reverse side of this agreement. For each copy generated in excess of that number during the initial term of this agreement or during each subsequent term, customer agrees to pay the then current per copy coverage rate.

D18 KOPY KAT PRINTING - RICHMOND, TX 77489 38757-AH

38 1265

(NO ENTRIES IN SHADED AREAS)

AS PER ORIGINAL

REQUISITION
FORT BEND COUNTY PURCHASING DEPARTMENT

RECE

DEPARTMENT Justice of the Peace, Pct#1	89 APR 18 10	DEPARTMENT PHONE NO. 341-3742	DATE: 4/14/89
DELIVERY ADDRESS: 309 South Fourth, Suite 125F, Richmond, Texas			DEPT. REQN. NO.
	PURCHASING FORT BEND COUNTY		P.O. #
DIST. CODE: 1 0 5 0 - 0 0 1 9 - 4 0 1 0			2D P.O. #

QTY.	COMPLETE DESCRIPTION, CATALOG PAGE #, ETC.	UNIT PRICE	TOTAL AMT.
2	Service Maintenance Agreements: Monroe Calculators		
	Model #3140 - Serial # D719689 & D719688		
		TOTAL COST	

JUSTIFICATION (ONLY IF INDICATED)

JUSTIFICATION (CONTD.)

LAST KNOWN SOURCE: Monroe Systems For Business

NEAREST PLANT PIT SIDING

DEPARTMENT HEAD SIGNATURE DATE

PURCHASING AGENT:

SELECTED VENDOR (PURCHASING):

RECEIVED APR 19 1989

§262.034 TEXAS LOCAL GOVERNMENT CODE: A county officer or employee commits an offense if the officer or employee knowingly or intentionally makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 262.023. An offense under this subsection is a Class B misdemeanor. A final conviction under this subsection results in the immediate removal of the county officer or employee from the office or position.

FBCPA 101 (1 NOV 88) 10M

FOR USE OF PURCHASING DEPARTMENT ONLY

PURCHASING COPY

MONROE SYSTEMS FOR BUSINESS

Customer Service Maintenance Agreement

38 1266

HOME OFFICE SIDE 2

ACCOUNT CLASS	BOOKING ORDER NO.

RENEWAL	NEW	MODEL	SERIAL NUMBER	BRANCH TO BE CREDITED	RATE PER YEAR	SERVICE ZONE	ALLOWABLE COPIES PER YEAR	PER COPY OVERAGE RATE	STARTING METER READING	ANNUAL DATE	EFFECTIVE DATE
	X	3140	D719688	5-070	39.	1					04-01-89
		3140	D719689		39.	1					"

AS PER ORIGINAL

4-14-89

TAX INFORMATION				
TAX EXM.	TAX EXEMPT NUMBER	STATE CODE %	COUNTY CODE %	CITY CODE %
X		XX	X	X

GRAND TOTAL 78.00

Service coverage under this agreement to be 8:30 AM/PM to 5 AM/PM MON thru (days) FRI

OTHER TERMS AND REMARKS: IF NONE, STATE "NONE".

NONE

BILLING CYCLE CODES: 0 = ANNUAL 1 = SEMI-ANNUAL 3 = EVERY 3 MONTHS 6 = SCHOOL CONTRACT

SHOW RENEWAL DATE BELOW IF OTHER THAN EFFECTIVE DATE						ADD TO INVOICE SHOWN BELOW WITH COMMON RENEWAL DATE			
PURCHASE ORDER NUMBER	PRORATED MAINT. (IN ADVANCE)	DIRECT MAINT. (IN ARREARS)	RENEWAL MO.	RENEWAL DAY	BILLING CYCLE	INVOICE NUMBER	A MODEL ON THAT INVOICE IS →	MODEL NUMBER	SERIAL NUMBER
					0				

THIS AGREEMENT IS ACCEPTED SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON BOTH SIDES

YOUR SIGNATURE AUTHORIZES MONROE TO MAINTAIN THE EQUIPMENT LISTED ABOVE ACCORDING TO THE COVERAGE OF THIS MAINTENANCE AGREEMENT AND SUBJECT TO ACCEPTANCE BY MONROE HOME OFFICE AND LOCAL BRANCH

SIGNED: John H. Stewart County Judge

CUSTOMER JP#1 TITLE 4/14/89 DATE

ISSUED AT HOUSTON, TEXAS (BRANCH NAME) 5-070 (NUMBER)

BRANCH APPROVAL _____ BRANCH MANAGER

COMPANY K JUSTICE OF THE PEACE 1
PRECINCT # 1

ADDRESS ~~108 LEGION DRIVE~~ 309 S. 4th-Ste 125F 2

CITY RICHMOND STATE TEXAS 3
ZIP CODE 77469 4

MONROE Systems for Business, Inc.
(BRANCH MAILING ADDRESS)
9488 KIRBY
HOUSTON, TEXAS 77054

COMPUTER PROCESSED - LIMIT 30 CHARACTERS PER LINE 1, 2, 3 & 4

COPY DISTRIBUTION: 1. WHITE - HOME OFFICE 2. YELLOW - CUSTOMER 3. PINK - BRANCH

3809 M PRINTED IN U.S.A.

5-1
agenda
#12

38 1267

MAIL ORDER PHARMACY SERVICES AGREEMENT

This AGREEMENT is effective as of February 1, 1989, between Advance Home Pharmacy, Inc., 707 United Centre, P.O. Box 3214, Abilene, Texas 79604 ("ADVANCE") and Fort Bend County, P.O. Box 368, Richmond, Texas 77469 ("SPONSOR") (sometimes hereinafter called "the parties").

In consideration of their mutual undertakings, the parties hereby agree as follows:

1. DEFINITIONS

A. "Average Wholesale Price" ("AWP") is the then current price for a prescription drug as listed in a pharmaceutical industry pricing guide, including but not limited to the Medi-Span Prescription Pricing Guide including supplements based on units of 100 for tablets and capsules, pints for liquids and actual package size for all other items.

B. "Co-Payment" ("CO-PAYMENT") shall mean that portion of the cost of the prescription paid directly by a PARTICIPANT, the amount of which is set forth in 5.C. of this AGREEMENT.

C. "Dispensing Fee" ("DISPENSING FEE") shall mean the amount payable by the SPONSOR for each prescription dispensed by ADVANCE to a PARTICIPANT, the amount of which is set forth in 5.B. of this AGREEMENT.

D. "Mail" shall mean to deliver to the United States Post Office for first class delivery in a properly addressed envelope or package, with sufficient postage paid, or to United Parcel Service or a similar carrier selected by ADVANCE in its sole discretion.

E. "Participants" ("PARTICIPANTS") shall mean those individuals and their dependents included on a list of PARTICIPANTS furnished to ADVANCE by the SPONSOR in a mutually agreeable form.

F. "Prescription" or "prescription order" shall mean a valid and legal order to dispense a prescription drug under all applicable statutes and regulations of the United States, (including the Food and Drug Administration) and the state and local jurisdiction in which the dispensing facility is located, such order being authorized by a person legally qualified to do so. Such terms shall not include (i) appliances, devices, bandages, heat lamps, braces, splints, artificial appliances, health and beauty aids, cosmetics, dietary supplements, injectables (except insulin), (ii) drugs required by law to be labeled: "Caution - Limited By Federal Law To Investigational Use" and (iii) experimental drugs not approved by the Food and Drug Administration.

G. "Prescription drug or medication" shall mean drugs and biologicals which can be dispensed only pursuant to a prescription order and which, by law, are required to bear the legend: "Caution - Federal Law Prohibits Dispensing Without Prescription".

2. ADVANCE'S SERVICES

ADVANCE shall fill prescriptions with drugs or medications dispensed by licensed pharmacists, for participants designated by the SPONSOR and shall mail such drugs or medications to PARTICIPANTS subject to the terms and conditions set forth herein.

approved 5/1

3. ADVANCE'S UNDERTAKINGS

A. ADVANCE shall operate a mail order pharmacy in accordance with all applicable statutes and regulations of the jurisdiction in which the dispensing facility is located and shall dispense only those prescription drugs which, in its sole discretion, fulfill the requirements of the prescription writer and comply with applicable legal requirements.

B. ADVANCE shall dispense prescription drugs to PARTICIPANTS in accordance with a written benefit plan, which plan shall be provided to ADVANCE by the SPONSOR.

C. ADVANCE shall dispense a new or refill prescription upon receipt of a valid prescription or refill order for any PARTICIPANT and shall deposit the filled prescription in the mail in an envelope, with postage prepaid, properly addressed to PARTICIPANT'S address as last provided to ADVANCE by SPONSOR or as appearing on the face of the prescription order. ADVANCE shall not be liable for any delay in delivery, either to SPONSOR or PARTICIPANT.

D. ADVANCE shall dispense drugs in quantities up to a 100-day supply, subject to limitations imposed on controlled substances and to limitations specified in the prescription.

E. ADVANCE will fill new and refill prescriptions using generic drugs as provided by law, unless a specific brand-name drug is requested by PARTICIPANT.

F. ADVANCE shall maintain required information ("profiles") on all PARTICIPANTS, beginning with the first prescription received for each PARTICIPANT. Such profiles shall include, but not be limited to, a history of all drugs dispensed for a period to coincide with the then current term of this AGREEMENT, drug interaction and allergy information as provided to ADVANCE by the PARTICIPANT at the time the first prescription is filled or at any time thereafter, and any other information deemed important by ADVANCE or mutually agreed upon by ADVANCE and the SPONSOR. ADVANCE shall keep records of all prescriptions filled for PARTICIPANTS for five (5) years after the date of filing such prescriptions or such longer period as may be required by Federal or State law.

G. ADVANCE shall provide management reports to the SPONSOR pertaining to the services provided under this AGREEMENT in a form and at intervals to be mutually agreed upon by ADVANCE and the SPONSOR.

4. SPONSOR'S UNDERTAKINGS

A. SPONSOR shall make every reasonable effort to promote the use of ADVANCE'S mail order pharmacy service by PARTICIPANTS.

B. SPONSOR shall furnish ADVANCE a list of the names, identification numbers, addresses, telephone numbers, or other information regarding PARTICIPANTS as mutually agreed upon by ADVANCE and the SPONSOR. Such list shall be revised by the SPONSOR as often as necessary, in the SPONSOR'S sole discretion, to maintain it in a current status.

C. SPONSOR shall permit ADVANCE to meet with or otherwise communicate directly with prospective PARTICIPANTS concerning the mail order pharmacy service in a reasonable manner and at various times to be mutually agreed upon by ADVANCE and the SPONSOR, in order to promote the use of ADVANCE'S service.

5. PRICE FOR SERVICES

ADVANCE shall dispense prescription drugs to PARTICIPANTS at the following price to the SPONSOR:

A. AWP at the time a prescription is filled less 5% for Brand Name drugs and less 10% for Generic drugs, PLUS

B. A DISPENSING FEE per prescription of $2.80, LESS

C. A CO-PAYMENT per prescription actually received by ADVANCE and net of any charges, of $0.00.

6. BILLING

ADVANCE shall provide an invoice to the SPONSOR every two weeks for prescriptions filled. SPONSOR agrees to pay each invoice upon receipt. SPONSOR further agrees:

A. SPONSOR shall pay a finance charge equal to 18.0% annually on any unpaid balance which becomes past due. A balance is past due if it is not paid within fourteen (14) days from the date of the invoice.

B. SPONSOR shall pay ADVANCE for any prescription dispensed to a PARTICIPANT provided the actual dispensing date precedes the receipt of a revised list of PARTICIPANTS from SPONSOR deleting from the list, or not including, the name of the PARTICIPANT for whom said prescription was dispensed. Receipt means the earlier of actual receipt or five (5) business days after mailing to ADVANCE, P.O. Box 819054, Dallas, Texas 75381-9054, "Return Receipt Requested."

C. SPONSOR shall not be responsible for the cost of any prescription filled by ADVANCE for any individual not a PARTICIPANT provided SPONSOR fulfills its obligations under 4.B. of this AGREEMENT (relating to furnishing and revising PARTICIPANT lists).

D. Should SPONSOR, for any reason, fail to make timely payment, or become insolvent, or enter into voluntary or involuntary bankruptcy, ADVANCE shall be entitled to cease dispensing prescriptions under this AGREEMENT, while maintaining all rights hereunder.

7. GENERAL

A. ADVANCE'S pharmacists shall have the right to refuse to fill or renew a prescription for any PARTICIPANT when, in the pharmacist's professional judgment, either filling or renewing is not in the best medical interest of the PARTICIPANT or there is any doubt in ADVANCE'S sole opinion as to the authenticity of the prescription.

B. ADVANCE shall have the exclusive right to provide mail order pharmacy services for the SPONSOR during the duration of this AGREEMENT.

C. Any notices required under the terms of this AGREEMENT shall be effective if in writing and delivered by hand (against receipt) or sent by certified mail to the other party at the address shown above.

D. SPONSOR shall have access, at reasonable intervals and during normal business hours, to the records of ADVANCE relating to PARTICIPANTS for the purpose of examining records pertaining to the service rendered by ADVANCE to either the SPONSOR or PARTICIPANTS hereunder.

8. DURATION

This AGREEMENT shall terminate 12 months from the effective date hereof. It shall be renewed, however, for additional periods of 12 months, provided that either party does not notify the other within 60 days of the end of a period that it wishes to terminate. In the event either party so notifies, termination shall be effective after the end of the then current period.

9. FORCE MAJEURE

ADVANCE shall not be liable for any failure or delay in performing all or part of its obligations under the terms of this AGREEMENT resulting from unavailability of pharmaceuticals, war, acts of any person engaged in a subversive activity, sabotage, riot, strikes, slow-downs, lock-outs, or labor stoppage, freight embargoes, fires, explosions, flood, earthquake or other acts of God, or by reason of the judgment, filing or order of any court or agency of competent jurisdiction occurring subsequent to the signing of this AGREEMENT, or any other circumstances beyond its control.

10. INDEMNIFICATION

SPONSOR and its officers and employees shall not be liable for any claim, injury, demand or judgment based on tort or other grounds (including warranty of merchantability), arising out of the sale, compounding, dispensing, manufacturing or use of any prescription drug dispensed to a PARTICIPANT pursuant to this AGREEMENT. ADVANCE hereby agrees to hold SPONSOR harmless against any and all such liability, provided that:

A. the action arises from ADVANCE'S failure to discharge a responsibility arising under the terms of this AGREEMENT;

B. reasonable notice is given by the SPONSOR to ADVANCE; and

C. the SPONSOR does not diminish ADVANCE'S ability to defend or settle an action due to any act or failure to act of the SPONSOR.

ADVANCE shall maintain, during the term of this AGREEMENT, liability insurance with limits not less than $1,000,000 per occurrence, evidence of which shall be furnished to the SPONSOR upon written request, but which amount shall not serve to limit ADVANCE'S obligation to indemnify SPONSOR as described above.

11. ASSIGNMENT

This AGREEMENT shall be binding upon the parties hereto, their successors, and assigns. Neither party may assign any of its rights or delegate any of its duties hereunder unless prior written consent is obtained from the other party.

12. ENTIRE AGREEMENT

This AGREEMENT sets forth the entire understanding of the parties hereto with respect to mail order pharmacy services and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, either oral or written. There are no warranties, representations and/or agreements among the parties concerning the subject herein except as set forth. This AGREEMENT shall not be amended or modified except in writing.

13. GOVERNING LAW

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

14. SURVIVAL

Should any part, term or condition of this AGREEMENT be declared illegal or unenforceable or in conflict with any other laws, the remaining provisions shall be valid and not affected thereby.

15. AUTHORIZATION

By executing the AGREEMENT, the undersigned individuals hereby warrant and represent that they have read this AGREEMENT in its entirety, both agree to all its terms, and are duly authorized to execute this AGREEMENT on behalf of their respective parties.

ADVANCE HOME PHARMACY, INC.

BY: _____
David D. Halbert

TITLE: President

FORT BEND COUNTY

BY: _____

TITLE: 5/1/89

DATE: April 18, 1989

13. CONSIDER RENEWAL OF LIABILITY INSURANCE POLICIES WITH T.A.C.:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept increase in premiums and renew liability insurance policies with T.A.C. (Recorded in minutes in full)

14. CONSIDER APPROVAL OF COUNTY TREASURER'S QUARTERLY REPORT:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept for record County Treasurer's Quarterly report from January 1989 to March 1989 as presented by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

15. CONSIDER APPROVAL OF PLAT FOR GREATWOOD KNOLLS, SEC. 1 & 2, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve plat for Greatwood Knolls, Sec. 1 & 2, Pct. 1, as presented by Ty Johnson. Plat, Bond and Tax Receipts were presented to Commissioners Court. (Recorded in minutes in full)

16. CONSIDER APPROVAL OF REPLAT OF SWEETWATER SEC. 12 & 12A, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve replat of Sweetwater Sec. 12 & 12A, Pct. 4.

17. CONSIDER AMENDMENT TO SUBDIVISION RULES & REGULATIONS CONCERNING BUILDING SET-BACK LINES ON CUL-DE-SACS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize amendment to Sec.5.11 b Local Streets to read as follows: (Recorded in minutes in full)

> When the lots face the circular portion of a cul-de-sac street, a front building setback of 20 feet may be provided.

18. ACCEPT REFUND CHECK IN THE AMOUNT OF $200.00 FROM HERMANN HOSPITAL & REBUDGET INTO E.M.S. CONFERENCE TRAINING LINE ITEM:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept refund check in the amount of $200.00 from Hermann Hospital & rebudget into E.M.S. conference training line item.

19. CONSIDER APPROVING AFFILIATION AGREEMENT WITH WHARTON COUNTY JUNIOR COLLEGE FOR E.M.S. SERVICES:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve affiliation agreement with Wharton County Junior College for E.M.S. services. (Recorded in minutes in full)

20. APPROVE AGREEMENT WITH POLLY RYON MEMORIAL HOSPITAL FOR INDIGENT HEALTH CARE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve agreement with Polly Ryon Memorial Hospital for Indigent Health Care. (Recorded in minutes in full)

AUTOMOBILE LIABILITY

%INCREASE 88/89 - 89/90

1987-1988	1988-1989	1989-1990		
$127,781.00	$130,083.00	$149,351.00		14.82%

Texas Association of Counties - insurance carrier for three years shown above.

GENERAL LIABILITY

1987-1988	1988-1989	1989-1990		
$139,875.00	$104,906.00	$142,357.00		35.70%

Texas Association of Counties - insurance carrier for three years shown above.

LAW ENFORCEMENT

1987-1988	1988-1989	1989-1990		
$78,886.00 **	$79,888.00	$93,625.00	ooooo	17.20%

** Texas Interstate Insurance - Mike Townsend - insurance carrier for 1987-1988
Texas Association of Counties - insurance carrier for other two years.

PUBLIC OFFICIALS

1987-1988	1988-1989	1989-1990		
NONE	$52,379.00	$54,590.00	ooooo	4.23%

Texas Association of Counties - insurance carrier for two years shown

ooooo

As per Jim Jean with Texas Association of Counties - the figures given are the new policy year quotes... Fort Bend County has not received any billing as of yet- but should be mailed soon.

ORDER APPROVING COUNTY TREASURER'S QUARTERLY REPORT

14

38 1274

IN THE MATTER OF THE QUARTERLY REPORT OF

KATHY HYNSON
Treasurer, Fort Bend County, Texas

IN THE COMMISSIONERS'S COURT FORT BEND COUNTY

REGULAR SESSION TERM, 19 89

AS PER ORIGINAL

On this 1st day of MAY A.D., 19 89, in Regular Session of the Commissioners' Court of Fort Bend County, Texas came on for examination the Quarterly Report of KATHY HYNSON, Treasurer of Fort Bend County, Texas, for the Quarter beginning on the 1st day of JANUARY A.D., 1989, and ending on the 31st day of MARCH A.D., 19 89, filed herein on the 1st day of MAY A.D., 19 89, and the same having been compared and examined by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same be and is hereby approved; and paid out of each of the several County funds, the amounts set forth, and leaving balance to each of said funds as follows to-wit:

FUND	BEGINNING CASH BALANCE DATE 12/31/88	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE DATE 03/31/89	OUTSTANDING INVESTMENTS	ENDING BALANCES
		4,066,534.72I	7,720,199.28I			
08 ROAD & BRIDGE.....	125,918.47	5,035,078.91R	2,089,526.13D	17,806.69	4,088,465.98	4,106,272.67
		11,640,882.48I	24,391,880.17I			
10 GENERAL FUND.....	619,082.54	20,979,074.53R	8,719,996.55D	127,162.83	15,527,000.37	15,654,163.20
		1,124,385.34I	3,437,746.65I			
12 FARM TO MARKET/LATERAL RD.	98,133.69	2,899,302.66R	672,172.88D	11,902.16	2,471,052.33	2,482,954.49
		3,270,981.81I	5,854,126.75I			
34 DRAINAGE DIST. MAINT. AVAIL	106,752.59	3,605,228.11R	1,118,060.34D	10,775.42	4,220,686.66	4,231,462.08
		96,682.48I	82,955.04I			
56 COURTHOUSE IMPROV. CERT....	28.45	124,536.93R	138,265.00D	27.82	1,846.90	1,874.72
		223,281.81I	201,575.54I			
58 LTD TAX JAIL BONDS.....	53.91	241,077.57R	263,610.75D	(673.00)	-----	(673.00)
		433,393.62I	513,317.90I			
59 ANNEX CERT. OF OBLIG.....	124.29	524,277.41R	444,359.94D	117.48	159,494.83	159,612.31
SUB-TOTAL.....	950,093.94	54,864,818.38	55,647,792.92	167,119.40	26,468,547.07	26,635,666.47
		863,914.11I	1,303,079.89I			
98 INSURANCE ESCROW.....	808.16	701,618.00R	143,656.72D	119,603.66	909,333.78	1,028,937.44
03 CITY WATER ASSISTANCE.....	578.00	373.50R	----- D	951.50	-----	951.50
04 TEMP EMERGENCY RELIEF PROG.	51.42	9,437.00R	4,434.99D	5,053.43	-----	5,053.43
05 D.A. -U.R.E.S.A.....	150.00	----- R	----- D	150.00	-----	150.00
		83,699.50I	88,391.43I			
06 D.A. BAD CHECK COLL. FD...	5,295.48	12,357.02R	12,942.29D	18.28	61,401.43	61,419.71
07 ENTEX CONTRIBUTIONS.....	2,245.88	1,005.00R	1,521.58D	1,729.30	-----	1,729.30
09 HOUSTON LIGHTING & POWER..	1,976.52	6,066.00R	4,829.53D	3,212.99	-----	3,212.99
		122,047.29I	104,578.18I			
14 LATERAL ROAD.....	-----	----- R	17,468.16D	.95	77,394.33	77,395.28
		149,610.84I	148,165.84I			
16 CO. LAW LIBRARY	2,912.00	8,498.34R	10,715.00D	2,140.34	116,805.08	118,945.42
		101,074.93I	79,773.41I			
18 LAW ENFORCEMENT ACADEMY...	1,007.81	14,166.28R	32,687.01D	3,788.60	50,000.00	53,788.60
		5,689.77I	5,689.77I			
28 AMBULANCE (PARAMEDICS)....	-----	----- R	78.91D	(78.91)	5,689.77	5,610.86
30 D.A. SUPPL. SALARY.....	1,375.18	8,154.44R	6,115.80D	3,413.82	-----	3,413.82
		----- I	----- I			
31 MARY ELLEN GRILLO MEMORIAL	920.12	----- R	115.00D	805.12	-----	805.12
		22,463.67I	28,371.66I			
32 LIBRARY DONATIONS.....	191.06	7,379.98R	998.83D	664.23	23,438.93	24,103.16
33 EMERGENCY FOOD & SHELTER..	64,328.19	74,977.42R	63,344.68D	75,960.93	-----	75,960.93
		111,046.97I	109,000.00I			
36 MISSION WEST PARK PCT. 3..	4,546.81	----- R	2,936.00D	3,657.78	105,000.00	108,657.78
		55,701.47I	55,201.47I			
41 MARJORIE BAILEY MEMORIAL..	-----	----- R	500.00D	-----	18,526.08	18,526.08
		511,421.78I	483,473.50I			
42 NARCOTICS FUND.....	36.53	15,060.00R	42,968.38D	76.23	134,668.83	134,745.06
46 PRIMARY ELECTIONS.....	19,926.86	----- R	----- D	19,926.86	-----	19,926.86
47 D.W.I. VIDEO FEE FUND.....	14,322.69	1,762.00R	3,168.60D	12,916.09	-----	12,916.09
49 PROBATE/COURT TRAINING FD.	1,397.73	360.00R	----- D	1,757.73	-----	1,757.73
74 VOTER REGISTRATION.....	2,310.00	----- R	----- D	2,310.00	-----	2,310.00
76 JUV. PROB. SPEC. FUND.....	5,142.47	1,963.30R	----- D	7,105.77	-----	7,105.77
		41,438.11I	51,449.65I			
97 DISTRICT ADULT PROB. ISP..	-----	32,400.00R	22,388.46D	-----	23,378.88	23,378.88
		265,960.19I	313,293.65I			
99 DISTRICT ADULT PROBATION..	99.74	196,317.36R	149,083.64D	-----	223,716.12	223,716.12
19 RABBS BAYOU.....	2.72	----- R	2.72D	-----	-----	CLOSED
20 UPPER OYSTER CREEK	26,207.14	----- R	----- D	26,207.14	-----	26,207.14
21 CAPITAL IMPROVEMENTS	-----	----- R	----- D	-----	-----	-----

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AS PER ORIGINAL

FUND	BEGINNING CASH BALANCE DATE 12/31/88	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE DATE 03/31/89	OUTSTANDING INVESTMENTS	ENDING BALANCES
25 LOWER OYSTER CREEK.....	2,222.49	4,566.00 R	----- D	6,788.49	-----	6,788.49
		3,371,246.82 I	2,698,223.68 I			
38 COURTHOUSE ANNEX.....	10,975.12	----- R	673,268.14 D	10,730.12	611,178.37	621,908.49
39 GRAND MISSION CROSSING....	91,133.08	----- R	----- D	91,133.08	-----	91,133.08
		1,589,302.74 I	1,575,516.82 I			
43 BRIDGE IMPROVEMENT FD.....	-----	----- R	13,785.92 D	-----	390,176.00	390,176.00
45 PCT. #3, MAINTENANCE FAC..	3,623.03	----- R	----- D	3,623.03	-----	3,623.03
		316,399.26 I	316,399.26 I			
77 FLATBANK CREEK FUND.....	-----	----- R	----- D	-----	316,399.26	316,399.26
		62,729.89 I	62,729.89 I			
94 FBC DIST. DRY CREEK BRDG...	-----	----- R	----- D	-----	62,729.89	62,729.89
55 FBC CENTRAL STORE.....	1,272.45	19,074.82 R	11,507.41 D	8,839.86	-----	8,839.86
		61,124.58 I	61,682.65 I			
60 UNLTD. TAX RD. BONDS.....	-----	1,096.59 R	----- D	538.52	31,055.67	31,594.19
		2,276,786.91 I	2,248,656.97 I			
75 DRNG. DIST. IMPACT FEES...	-----	3,569.42 R	31,699.36 D	-----	736,843.94	736,843.94
		2,343.15 I	2,343.15 I			
15 BAIL BOND SECURITIES.....	-----	----- R	----- D	-----	2,343.15	2,343.15
		4,516.95 I	4,516.95 I			
17 F.I.C.A. RECOVERY.....	-----	----- R	----- D	-----	4,516.95	4,516.95
52 COMP. TO VICTIMS OF CRIME..	18,087.00	16,754.50 R	18,087.00 D	16,754.50	-----	16,754.50
54 APPELLATE JUDICIAL SYS.....	26,718.00	4,195.00 R	----- D	30,913.00	-----	30,913.00
		----- I	----- I			
65 ON-SITE WASTE WATER FEE....	130.00	340.00 R	170.00 D	300.00	-----	300.00
66 JUDICIAL COURT TRAINING....	3,773.00	3,618.50 R	3,773.00 D	3,618.50	-----	3,618.50
67 LEOSE MANAGEMENT.....	CLOSED	----- R	----- D	-----	-----	-----
68 CRIMINAL JUSTICE PLANNING..	22,846.50	21,505.00 R	22,846.50 D	21,505.00	-----	21,505.00
70 JUVENILE PROB. DIVERSION...	250.00	185.00 R	250.00 D	185.00	-----	185.00
72 DEPT. OF PUBLIC SAFETY.....	8,389.50	8,733.00 R	8,389.50 D	8,733.00	-----	8,733.00
		15,733,499.84 I	8,501,547.89 I			
78 TAX COLLECTORS FUND.....	-----	18,044.82 R	7,249,996.77 D	-----	-----	-----
82 LAW ENF. OFF. STD. & ED....	5,575.00	5,332.00 R	5,575.00 D	5,332.00	-----	5,332.00
84 OPERATORS/CHAUFFEURS LIC...	14,853.50	10,270.00 R	14,853.50 D	10,270.00	-----	10,270.00
		24,919.67 I	24,794.61 I			
96 JUVENILE PROBATION.....	-----	32,107.00 R	32,232.00 D	-----	15,997.65	15,997.65
TOTALS 90-0044-5 ACCT....	1,315,775.12	81,883,044.11	82,521,063.89	677,755.34	30,389,141.18	31,066,896.52
		452,559.37 I	2,550,000.00 I			
40 EMPLOYEES BENEFIT.....	125,723.62	2,722,606.93 R	616,705.10 D	134,184.82	2,100,000.00	2,234,184.82
		----- I	----- I			
48 FIFTH STREET COMM. DEVELOP.	384.00	96,500.00 R	91,747.66 D	5,136.34	-----	5,136.34
		386,374.41 I	390,870.19 I			
50 PAYROLL FUND.....	615,283.98	5,370,046.00 R	5,957,880.34 D	22,953.86	197,000.00	219,953.86
FLOOD CONTROL/WATER SPPL ACCT.						
		----- I	----- I			
61 FLOOD CONTROL/WATER SPPL.	-----	----- R	----- D	-----	-----	-----
71 WATER SUPPLY CONSTRUCTION	-----	----- R	----- D	-----	-----	-----
73 WATER SUPPLY DEBT. SER...	-----	----- R	----- D	-----	-----	-----
TOTALS 90-0191-3.....	0.00	0.00	0.00	0.00	0.00	0.00
90 FBC 125 BENEFIT.....	NEW ACCT.	----- R	----- D	-----	-----	-----
SUB-TOTALS.....	2,057,166.72	90,911,130.82	92,128,267.18	840,030.36	32,686,141.18	33,526,171.54
FO FEES OF OFFICE.....	256,071.31	980,665.68 R	949,429.84 D	287,307.15	-----	287,307.15
BR BEER & LIQUOR.....	15,963.64	24,770.26 R	30,549.15 D	10,184.75	-----	10,184.75
HR HWY REFUND '86.....	3,659.44	7,049.78 R	6,237.15 D	4,472.07	-----	4,472.07
HW HIGHWAY REGULAR'87.....	64.32	----- R	----- D	64.32	-----	64.32
HI HIGHWAY REGULAR '88.....	791,496.03	296,843.65 R	961,730.10 D	126,609.58	-----	126,609.58
HA HIGHWAY REGULAR '89.....	-----	4,011,469.93 R	2,154,722.84 D	1,856,747.09	-----	1,856,747.09
TX TAX '86.....	7,728.76	7,180.11 R	14,450.64 D	458.23	-----	458.23
TA TAX ASSESSOR '87.....	14,566.01	3,070.60 R	4,543.83 D	13,092.78	-----	13,092.78
		84,259,104.45 I	78,499,513.02 I			
TY TAX '88	3,795,832.96	16,157,336.68 R	25,041,857.37 D	670,903.70	3,500,000.00	4,170,903.70
TAX '89.....90-0195-6	NEW ACCT.	----- R	----- D	-----	-----	-----
GRAND TOTALS.....	6,942,549.19	196,658,621.96	199,791,301.12	3,809,870.03	36,186,141.18	39,996,011.21

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COUNTY OF FORT BEND

Engineering Department

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

April 28, 1989

Judge Jodie E. Stavinoha/FBC Judge
Commissioner Bud O'Shieles/FBC Pct. #1
Commissioner Ben Denham/FBC Pct. #2
Commissioner Alton B. Pressley/FBC Pct. #3
Commissioner Bob Lutts/FBC Pct. #4
Mr. Larry Wagenbach/FBC Asst. Dist. Attorney-Civil Division

RE: Item #17 - Commissioners' Court Agenda 5/1/89

Gentlemen:

Under the "Fort Bend County Subdivision Platting Policy", Section 5 - Design Criteria, 5.11.b Local Streets, we are proposing to add a Step 5 to clarify problems on setback lines as follows:

5.11.b.5 When the lots face the circular portion of a cul-de-sac street, a front building setback of 20 feet may be provided.

If you have any questions, please contact me.

Sincerely,

Ron D. Drachenberg, rp.

Ron D. Drachenberg, P.E.,R.P.S.
Fort Bend County Engineer

RDD:rp

COUNTY OF FORT BEND

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Ron D. Drachenberg, rp.

Ron D. Drachenberg, P.E.,R.P.S.
Fort Bend County Engineer

RDD:rp

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

STATE OF TEXAS

COUNTY OF FORT BEND

ON THIS THE 1st Day of May, 1989, at a Regular Meeting of the Commissioners' Court, sitting as a governing body of Fort Bend County, Texas, came on to be considered the necessity of revising and amending the Fort Bend County Subdivision Platting Policy dated December 4, 1985.

Upon due consideration, the court is of the opinion that there exists a necessity for such action.

Now, THEREFORE, by & under the authority vested in the Commissioners' Court, upon the motion on Commissioner _____, seconded by Commissioner _____, duly presented and carried, IT IS ORDERED, ADJUDGED AND DECREED that the following amendment is hereby adopted and shall be in full force from the date hereof, to wit:

"Article 5.11.b.5. When the lots face the circular portion of a cul-de-sac street, a front building setback of 20 feet may be provided."

STATE OF TEXAS

COUNTY OF FORT BEND

ON THIS THE 1st Day of May, 1989, at a Regular Meeting of the Commissioners' Court, sitting as a governing body of Fort Bend County, Texas, came on to be considered the necessity of revising and amending the Fort Bend County Subdivision Platting Policy dated December 4, 1985.

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"Article 5.11.b.5. When the lots face the circular portion of a cul-de-sac street, a front building setback of 20 feet may be provided."

generated by traffic on the occupants of adjacent buildings; to insure that the location of buildings do not create any traffic hazards by blocking or restricting lines of sight, particularly at intersections and along curves; to provide some additional open space in addition to the space within the street right-of-way for the free movement of police, firemen and others in emergency situations and when appropriate, sufficient yard space and open space separating building structures which may enhance the visual character and value of a particular development.

a. Major Thoroughfares

Buildings on Cul-De-Sacs shall have a front setback of not less than 20 ft.

Properties adjacent to designated major thoroughfares shall have a front building setback from the adjacent major thoroughfare right-of-way of not less than 25 feet. When such lots side on a major thoroughfare, a side building setback of at least 20 feet shall be provided. In those instances where lots back on a major thoroughfare, a rear building setback of not less than 10 feet shall be provided.

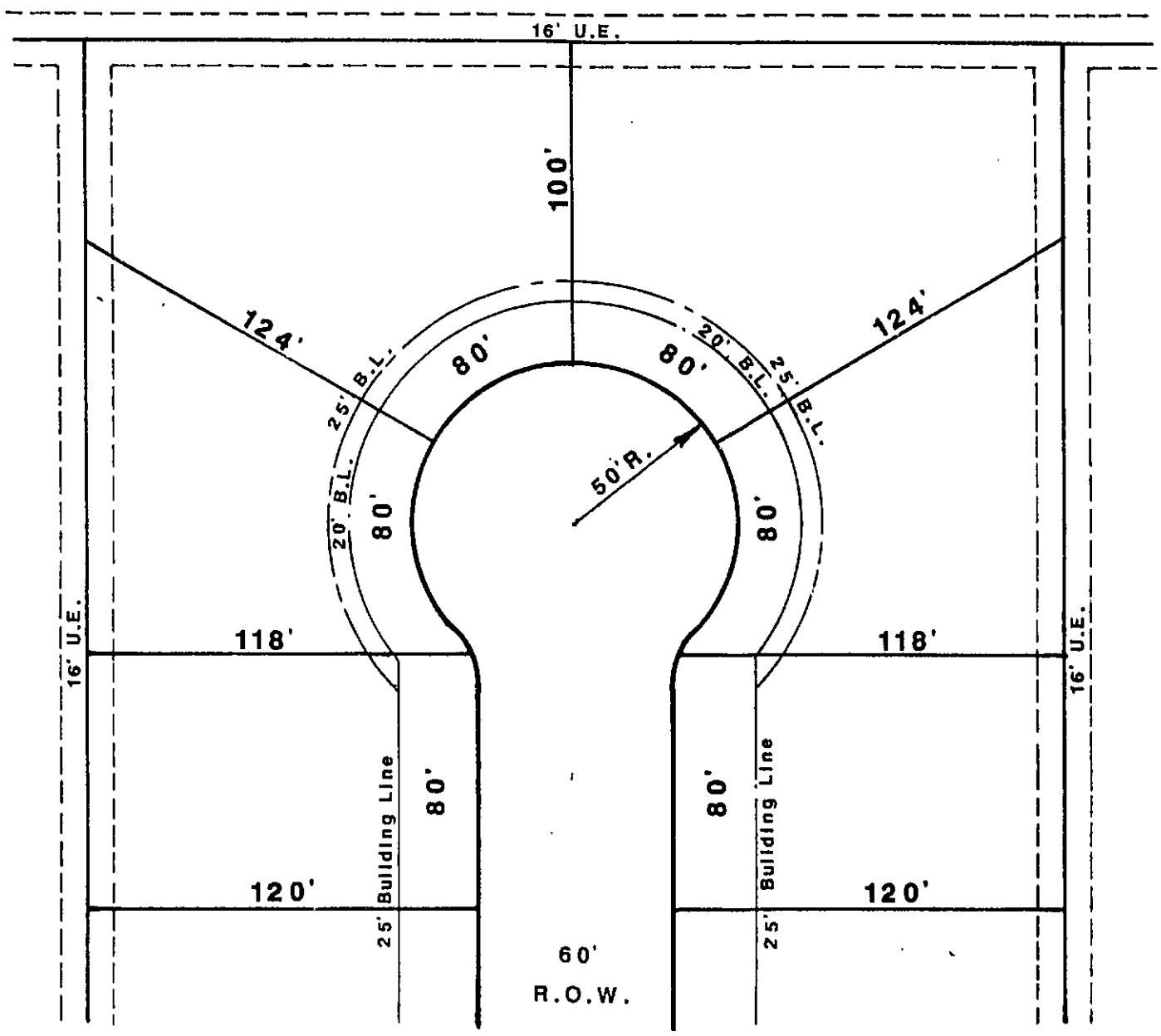
b. Local Streets

1. Properties adjacent to local streets which are divided into lots restricted for the construction of residential dwellings suitable for individual ownership shall have a front building setback from the adjacent street right-of-way of not less than 25 feet. When such lots side on a local street, a side building setback of 10 feet shall be provided. When such lots back on a local street, a rear building setback of 10 feet shall be provided. When the average lot depth in the whole subdivision is 105 feet or less, the front building setback may be reduced to 20 feet.

2. A minimum distance of 10 feet shall be provided between sides of residential dwellings. This may be accomplished with a 5 foot side setback on each side of each lot, or with a 10 foot side setback on one side of each lot. If the 10 foot side setback is used, a 5 foot maintenance and drainage easement shall be provided adjacent to and along the property line within the 10 foot setback.

3. Properties adjacent to local streets which are planned to be developed for residential apartments with multiple dwelling units under a single ownership or management and where the principal entrances to such units front on the adjacent street, a front building setback restriction of 20 feet shall be provided. If, however, such units side or back on the adjacent street and have no entrances from such street, a side or rear building setback of 10 feet shall be provided.

KERRY R. GILBERT & ASSOCIATES, INC.



TYPICAL BUILDING LINE FOR CUL-DE-SAC

SCALE: 1" = 50'

KERRY R. GILBERT & ASSOCIATES, INC.

FORT BEND COUNTY
SUBDIVISION PLATTING POLICY
DECEMBER 4, 1985
Revised May 1, 1989

Section 1-Definitions	page 2
Section 2-General Policy	page 4
Section 3-Plat Submittal Procedures & Requirements	page 5
Section 4-Plat Graphics	page 9
Section 5-Design Criteria	page 12
Section 6-Planned Development Criteria	page 22
Section 7-Road Acceptance Policy	page 23
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AS PER ORIGINAL

SECTION 1 - DEFINITIONS

For the purpose of this Manual and to eliminate any possible confusion, the definition of various terms, phrases, words, and their derivations will have the meaning ascribed to them herein. When not inconsistent with the context, words used in the present tense include the future, words used in the singular number include the plural number and words used in the plural number include the singular number. Any office referred to herein by title will mean the person employed or appointed for that position or his duly authorized deputy or representative. Definitions not expressly prescribed herein are to be considered in accordance with customary usage. The definition of specific terms, pharses, words and their derivations applicable to matters contained in this Manual are as follows.

Alley: A public right-of-way which is used only for secondary access to individual properties which otherwise have their primary access from an adjacent public street or approved common open space or courtyard which is adjacent to a public street.

Block: A numbered tract or parcel of land established and identified within a subdivision which is surrounded by streets or a combination of streets and other physical features and intended to be further subdivided into individual lots or reserves.

Building Setback: A defined area designated on a subdivision plat in which no building structure may be constructed and is located between the adjacent street right-of-way and the proposed face of a building.

Commissioners Court: The Commissioners Court of Fort Bend County, Tx.

County: Fort Bend County, Texas.

County Engineer: The Fort Bend County Engineer or his designated representatives.

Drainage District Engineer: The Fort Bend County Drainage District Engineer or his designated representative.

Extraterritorial Jurisdiction: Refers to the unincorporated territory extending beyond the city limits of a city and which has been established as a result of the provisions of the Texas Municipal Annexation Act and the State Subdivision Acts (Article 970a and Article 974a Vernon's Annotated Texas Civil Statutes).

Filing Fee: A charge for filing documents with the Fort Bend County Clerk. The fee for filing plats is set by Commissioners Court.

Frontage: That portion of any tract of land which abuts a public street right- of-way and from where the primary access to said tract is derived.

General Plan: A map of a Planned Development showing intended land uses within its boundaries.

Interior Street: Any public street within a subdivision designed to serve only those properties within the boundaries of the subdivision in which it is dedicated and established. Cul-de-sacs and loop streets or street systems beginning from streets within a subdivision may be considered as interior streets. Interior streets may not, however, be any street which would allow access through the subdivision to other properties or directly connect with other streets outside the plat boundary.

Local Street: Any public street not designated as a major thoroughfare, freeway or highway.

Lot: An undivided tract or parcel of land contained within a block and designated on a subdivision plat by numerical identification.

Major Thoroughfare: A public street designed for fast, heavy traffic and intended to serve as a traffic artery of considerable length and continuity throughout the community and so designated on the latest edition of the Fort Bend County Major Thoroughfare and Freeway Plan.

Planned Development: A development that contains a minimum of 500 contiguous acres under the control of one entity and having a General Plan for development showing a maximum average density of 5.5 lots per acre.

Plat: A map or drawing of a proposed subdivision prepared in a manner suitable for recording in the County records and containing accurate and detailed engineering data, dimensions, and dedicatory statements and certificates.

Private Street: Any street that is not specifically designated or dedicated as a public street.

Public Street: A public right-of-way, however designated, dedicated or acquired which provides vehicular access to adjacent private or public properties.

Specifications: These will include but not be limited to descriptive, performance, reference and proprietary specifications approved by the Engineering Department, the Drainage District and the Commissioners Court.

Street Dedication Plat: A map or drawing illustrating the location of a public street passing only through a specific tract of land and suitable for recording.

Stub Street: A public street not terminated by a circular turnaround and ending adjacent to undeveloped property or acreage and intended to be extended at such time the adjacent undeveloped property or acreage is subdivided.

Subdivider (Developer): Any person or authorized agent thereof proposing to divide or dividing land so as to constitute a subdivision according to the terms and provisions set out in this Manual. The term "developer" shall mean the same as "subdivider" for the purposes of this Manual.

Subdivision: A parcel of land divided into two (2) or more blocks, lots, tracts, reserves or plats and including any streets, alleys, easements or parks.

SECTION 2

GENERAL POLICY

2.1 Every owner of any tract of land situated outside the corporate limits of any city in Fort Bend County, Texas, who divides the same into two (2) or more parts for the purpose of laying out any subdivision of any such tract of land, outside the corporate limits of any town, or city or for laying out suburban lots or building lots, and for the purpose of laying out streets, alleys, or parks, or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent thereto, shall cause a plat to be made thereof which shall accurately describe all of said subdivision by metes and bounds and locate the same with respect to an original corner of the original survey of which it is a part, and using the best available information in the event the exact location of the original survey cannot be located, giving the dimensions thereof on said subdivision and the dimensions of all lots, streets, alleys, parks, or other portions of same intended to be dedicated to public use or for the use of purchasers of owners of lots fronting thereon or adjacent thereto.

2.2 In approving plats for recording in Fort Bend County, the Commissioners Court will consider the general welfare of the citizens of Fort Bend County. This will include all the specific items listed below plus other considerations that are important to citizens of the area and Fort Bend County. These will include and not be limited to street specifications and widths, traffic flow, drainage and flood protection, sanitary sewer and water systems, recreational facilities, school sities, and any other amenity that applies to the area being considered.

2.3 Construction plans shall be approved by the County Engineer and drainage plans shall be approved by the Drainage District Engineer before the final plat is presented to Commissioners Court for approval.

No construction shall begin until the final plat has been approved by the Commissioners Court and recorded by the County Clerk.

The services of a Professional Engineer registered in the State of Texas will be provided by the developer to inspect the construction of utilities, paving and drainageways and to insure that the construction conforms to the plans and specifications approved by the County Engineer and all provisions of the Commissioners Court.

Upon completion of the construction, the engineer providing inspection services will tender a signed and attested affidavit to the County

Engineer to verify that construction complies with all plans, specifications and Fort Bend County requirements. (See Appendix T)

2.4 These policies and any and all future additions thereto and changes thereof will be binding in all new subdivisions or re-subdivisions in Fort Bend County that are not within the legal limits of any incorporated city or town. These policies shall not apply to any roads now being maintained by Fort Bend County.

2.5 This policy will be binding on all new plats or replats that are submitted to Commissioners Court for approval after January 1, 1986. Any deviation from this general policy Manual is subject to review by the Commissioners Court.

2.6 The several provisions of these regulations are separable, in accordance with the following.

a. If any sentence, phrase, section, paragraph, article or any part of these rules, regulations and requirements is declared invalid, unenforceable or unconstitutional for any cause or reason, such invalidity, unenforceability or unconstitutionality shall not be held to affect, invalidate or impair the validity, force or effect of any other sentence, phrase, section, paragraph, article or any other part of these rules, regulations and requirements.

b. If any court of competent jurisdiction shall judge invalid the application of any provision of these regulations to a particular property, such judgement shall not affect the application of said provision to any other property not specifically included in said judgement.

2.7 The Commissioners Court may request the County's attorney or any other prosecuting attorney representing the County to file an action in a court of competent jurisdiction to:

a. Enjoin the violation or threatened violation of a requirement established by this Order.

b. Recover damages in an amount adequate for the County to undertake any construction or other activity necessary to bring about compliance with a requirement established by this Order.

SECTION 3

PLAT SUBMITTAL PROCEDURES AND REQUIREMENTS

Prior to a submittal of a plat to Commissioners Court, a preliminary conference is recommended with the Commissioner of the precinct where the project is located.

3.1 <u>Submittal</u>

At least three (3) camera positive milars and two (2) prints of the plat along with all other items required herein shall be presented to the County Engineer and also one (1) print shall be submitted to the Commissioner of the Precinct in which the subdivision is located at least fourteen (14) days prior to the Commissioners Court meeting at which the plat shall be considered for approval.

3.2 Construction Plans

Construction plans shall be submitted with the plat. The plat will not be considered by the Commissioners Court until the construction plans have been approved by the County Engineer and the drainage plans have been approved by the Drainage District Engineer.

3.3 Title Report

A current title report, statement or opinion, title policy or certificate or letter from a title guaranty company authorized to do business in the State of Texas or an attorney licensed as such in the State of Texas shall be provided with the plat, certifying that a search of the appropriate records was performed covering the land proposed to be platted and providing the following information concerning the title to said land:

a. The date of the examination of the records.

b. A legal description of the property proposed to be subdivided including a metes and bounds description of the boundaries of said land.

c. The name of the recorded owner of fee simple title as of the date of the examination of the records, together with the recording information of the instruments whereby such owner acquired fee simple title.

d. The names of all lienholders together with the recording information and date of the instruments by which such lienholders acquired their interest.

e. A description of the type and boundaries of all easements and fee strips not owned by the subdivider of the property in question together with the recording information and date of the instruments whereby the owner of such easements or fee strips acquired their interest.

f. A statement certifying that no delinquent ad valorem taxes are due on the property being platted.

3.4 Subdivision Name

The proposed names of the subdivision or development or streets therein shall not be a duplicate of any other subdivision or developement or

street name of record in Fort Bend County.

3.5 Private Easement Holder's Agreement

The following items shall be submitted with any plat which contains a private easement or fee strip within its boundary.

a. A letter, statement or instrument from the holder of any privately owned easement or fee strip within the plat boundaries must be provided where such easements or fee strips are proposed to be crossed by streets (both public and private) or public utility or drainage easements, stating that the holder of such easement or fee strip approves such crossings of their private easement or fee strip for the purposes intended and depicted upon the plat. In those instances where an instrument of record is submitted in lieu of a letter of statement from the holder of any such private easement or fee strip, the County will make a determination as to whether the conditions contained in such instrument are sufficient to adequately provide or accommodate the crossings of such private easements or fee strips by the proposed streets (both public and private) or public utitity or drainage easements depicted on the plat.

3.6 Tax Certificates

A current certificate from each tax collector of each political subdivision in which the property is located shall accompany the plat, showing that all ad valorem taxes have been paid in full to date.

3.7 Bond

a. The Commissioners Court will not approve any plat of any subdivision or re-subdivision unless such plat is accompanied by a bond, the amount of which shall be determined by the Commissioners Court from time to time and shall be made payable to the County Judge. The bond will guarantee that the owner or owners will construct and maintain the roads, streets, and driveway entrance structures in the subdivision in accordance with the specifications set out herein.

b. The Commissioners Court may at its discretion in lieu of the above bond accept a paving contractor's construction bond that is executed to the County Judge.

c. The Commissioners Court of Fort Bend County may at its discretion in lieu of the above bond accept an irrevocable letter of credit from an acceptable Texas bank. The form of the letter of credit must be approved by the County's attorney.

d. At the time of this order, the bond requirements are as follows:

For gravel open ditch sections: $15/lineal foot of roadway;
For asphalt open ditch sections: $25/lineal foot of roadway;
For curb and gutter sections: $50/lineal foot of roadway;

For boulevard sections: (major thoroughfares) $100/lineal foot of roadway.

e. After road construction has been certified complete by the County Engineer, the bond or letter of credit amount may be reduced to $15 per lineal foot except that gravel open ditch sections may be reduced to $10 per lineal foot. A new bond or letter of credit shall be substituted for the original bond or letter of credit. This substitution must be approved by the County Engineer.

f. The bond of letter of credit shall remain in full force and effect until all roads, streets and driveway entrance structures in the subdivision have been completed and accepted for maintenance by the County. See Section 6 for the policy on road acceptance.

3.8 Subdivisions within the Extraterritorial Jurisdiction of a City

a. In instances where the proposed subdivision lies within the extra territorial jurisdiction of a city, the plat shall first be approved by that city. The city's certificate of approval shall be executed prior to submittal of the plat to the County.

b. The original tracing and milars of the plat shall be transmitted directly from the City to the County Engineer by either City personnel or County personnel.

3.9 Revisions to Plat

a. When revisions to the plat are required after submittal of the plat to the County Engineer, those revisions are to be made with the authorization and in the presence of the County Engineer or his representative.

b. No revisions to the plat will be allowed after approval of the plat by Commissioners Court.

3.10 Action by Commissioners Court

After review of the items submitted, the Commissioners Court shall take one of the following actions:

a. Approval;
b. Defer action until the next regularly scheduled meeting;
c. Disapproval.

3.11 Plat Recordation

a. Upon approval of the plat by Commissioners Court the original tracing and milars will be transmitted directly to the office of the County Clerk by County personnel. The County Clerk will inform the owner of the required recordation fee. The plat will

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be recorded by the County Clerk upon receipt of the required fee. Two (2) milars of the plat will be retained by the County Clerk.

SECTION 4

PLAT GRAPHIC REQUIREMENTS

All plats of the proposed subdivision which are to be submitted to Commissioners Court shall be drawn in the form and contain the information specified for plats as follows.

4.1 All plats shall be drawn by engineering or surveying firms. Architectural plans will not be accepted. The engineering or surveying firm's name, address and telephone number shall be shown on the plat.

4.2 The plat size shall be 24 inches x 36 inches.

4.3 The preferred orientation of the drawing of the subdivision is with the north point to the top of the drawing. However, it is acceptable to have the north point to the left of the drawing.

4.4 The scale shall be shown numerically and a graphic scale shall be provided. The preferred scale is one (1) inch equals 100 feet.

4.5 A vicinity map drawn to scale shall be provided and made a part of the plat indicating the general location of the subdivision and its relationship with well known streets, railroads, water courses and similar features in all directions from the subdivision to a distance of not less than one (1) mile. The minimum scale of the vicinity map shall be one inch equals one (1) mile and shall be oriented with north to the top of the drawing. The vicinity map shall be in the upper right hand corner of the plat.

4.6 A legal description of the property to be subdivided listing the name of the County, survey and abstract number shall be noted on the plat.

4.7 The total acreage and total number of lots, blocks and reserves shall be noted on the plat.

4.8 The name, address and telephone number of the owner or the subdivider of the property shall be shown on the plat. If the subdivider is a company or corporation, the name of the principal officer of the company or corporation responsible for the subdivision must also be shown.

4.9 The date which the plat was drawn shall be noted on the plat.

4.10 The plat boundaries shall be drawn with heavy lines to indicate the subdivided area and shall show overall survey dimensions and bearings. Lines outside the plat boundary shall be drawn as dashed lines.

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4.11 The adjacent areas outside the plat boundaries shall be identified to indicate the name of adjacent subdivisions, churches, schools, parks, drainageways, acreage, and all existing streets, alleys, easements, pipelines or other restricted uses.

4.12 The plat shall have a note stating that to the best of the engineer's knowledge all existing pipelines or pipeline easements through the proposed subdivision have been shown or that there are no existing pipelines or pipeline easements within the limits of the proposed subdivision.

4.13 The two (2) milars that will be retained by the County Clerk shall be on 3 mil matte positive contact film. All lines and lettering on these two (2) milars shall be of photographic process and shall be black. Only signatures and seals will be allowed to be in black ink.

4.14 All engineering and surveying data shall be shown on the plat sufficient to locate all of the features of the subdivision on the ground. This data shall include, but not be limited to, full dimensions along all boundaries of the plat, street and alley rights-of-way, easements and drainageways, gullies, creeks, and bayous together with the location of the high bank of such drainageways and water courses, street center lines, lots, building setback lines, blocks, reserves, out tracts or any other tracts designated separately within the plat boundaries, fee strips, pipelines or any other physical or topographical features necessary to be accurately located by surveying methods. Such information shall include line dimensions, widths, bearings of deflecting angles, radii, central angles and degree of curvature, length of curves and tangent distances, all of which are to be shown in feet and decimal fractions thereof.

4.15 All lots, tracts, reserves, easements and rights-of-way shall be designated within the plat boundaries and noted on the plat.

4.16 The plat shall have a minimum of one (1) foot interval natural ground contour lines.

4.17 The County Engineer shall set minimum slab elevations for each subdivision upon the recommendation by the Drainage District Engineer as based on the most recent flood plain information available. Regardless of the minimum slab elevation set by the above method in no case will the top of a slab be less than eighteen (18) inches above natural ground. The minimum slab elevation approved by Fort Bend County shall be shown on the plat.

4.18 The location and elevation of the vertical control used for the subdivision shall be indicated on the plat in a note. The vertical control shall be located within 2000 feet of the property and shall be tied to a U. S. Coastal and Geodetic Survey vertical control. The location, elevation and revision date of this USCGS vertical control shall be indicated on the plat in a note.

The plat must be in full accordance with the required certification made upon the plat by the Registered Public Surveyor ascertaining that the subdivision boundary represents a survey made by him and that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent ferrous metal) pipes or rods having a minimum outside diameter of five eights (5/8) inch and a minimum length of three (3) feet. The monuments shall be driven securely into solid ground and the top of the monument shall be flush with natural ground.

The boundary survey shall close to within one in ten thousand (1: 10,000) and shall be tied to an original corner of the original survey. The metes and bounds description of this tie shall be shown on the plat.

4.19 All dedication statements and certificates shall be made a part of the plat drawing and shall include and not be limited to the following statements. The general form and content of these statements are provided in the Appendix of this Manual.

a. Owner's Acknowledgement (See Appendix A).
b. Execution of Owner's Acknowledgement (See Appendix B).
c. Lienholder's Acknowledgement and Subordination Statement (See Appendix C).
d. Notary Public Acknowledgement for all signatures (See Appendix D).
e. Certificate for Surveyor (See Appendix E).
f. Certificate for Fort Bend County Engineer and Commissioners Court (See Appendix F).
g. County Clerk's Filing Acknowledgement Statement (See Appendix G).
h. Engineer's Affidavit (See Appendix H).

4.20 A Certificate of City Approval shall be included on the plat if the subdivision is within the extraterritorial jurisdiction of a city. Use the form required by the city.

4.21 The names of all existing utility, levee improvement, water control and improvement and drainage improvement districts in which the property is located shall be shown on the plat.

4.22 Plats for subdivisions with gravel roads shall bear a note stating that the County assumes no responsibility for future black topping of the roads except where the adjoining landowners agree to pay for the cost of black topping.

4.23 The plat shall have a note requiring all drainage easements to be kept clear of fences, buildings, vegetation and other obstructions to the operation and maintenance of the drainage facility. The plat shall also have a note requiring all property to drain into the drainage easement only through an approved drainage structure.

4.24 All easements or fee strips created prior to the subdivision of any

tract of land shall be shown on the subdivision plat of said land with appropriate notations indicating the name of the holder of such easement or fee strip and the purpose of the easement, and the dimensions of the easement or fee strip tied to all adjacent lot lines, street rights-of-way and plat boundary lines and the recording reference of the instruments creating and establishing said easement or fee strip. In those instances where easements have not been defined by accurate survey dimensions such as "over and across" type easements, the subdivider shall request the holder of such easement to accurately define the limits and location of his easement through the property within the subdivision boundaries. If the holder of such undefined easement does not define the easement involved and certifies his refusal to define such easement to the County Engineer the subdivision plat shall show accurate information as to the center line location of all existing pipelines or other utility facilities placed in conformance with the easement holder's rights and building setback lines must be established 15 feet from and parallel with both sides of the centerline of all underground pipelines or pole lines involved.

4.25 Where all side lot lines are either perpendicular and at right angles or radial to adjacent street rights-of-way, a suitable notation stating same may be placed upon the plat in lieu of lot line bearings.

4.26 Where key or flag lots are permitted and used, the plat shall bear a note restricting the staff portion of such lots from the construction of any building, structure, wall or fence.

4.27 Where vehicular access from lots to major thoroughfares or other streets is not permitted, the plat shall bear a note that such access is denied.

Section 5

DESIGN STANDARDS

5.1 General Public Street Arrangement and Layout

The public street system pattern proposed within any subdivision plat or development shall be based upon the following design concepts:

a. Adequate vehicular access to all properties within the subdivision plat boundaries shall be provided.

b. Adequate street connections to adjacent properties to insure adequate traffic circulation within the general area shall be provided.

c. A local street system serving properties to be developed for residential purposes which discourages through traffic while maintaining sufficient access and traffic movement for convenient circulation within the subdivision and access by fireman, police

and other emergency services shall be provided.

d. A sufficient number of continuous streets and major thoroughfares to accommodate the increased traffic demands generated by the subdivision shall be provided.

e. In those instances where the proposed subdivision is located adjacent to a State maintained road, the County Engineer may require additional right-of-way to be dedicated to accommodate the ultimate road right-of-way.

5.2 Major Thoroughfares

a. Location and Alignment

The location and alignment of designated major thoroughfares shall be in conformance with the latest edition of the Major Thoroughfare Plan of Fort Bend County as designated by Commissioners Court. Proposals which constitute a change in the location or alignment of any designated major thoroughfare from this plan must be approved by Commissioners Court.

b. Right-of-way Widths

The minimum width of the right-of-way to be dedicated for any designated major thoroughfare shall not be less than 100 feet. In those instances where the plat is located adjacent to an existing designated major thoroughfare having a right-of-way less than 100 feet, sufficient additional right-of-way must be dedicated to accommodate the ultimate development of the major thoroughfare in question on the basis of a total right-of-way width of 100 feet. Where the construction of concrete pavement with curbs, gutters and storm sewers is not feasible and open ditch drainage is planned, the minimum right-of-way width required for the development of a designated major thoroughfare shall be at least 100 feet and also shall have sufficient width to accommodate the approved roadway pavement and attendant drainage facilities.

c. Curves and Intersections

Curves proposed for the right-of-way of designated major thoroughfares shall have a center line radius of 2,000 feet or more. Reverse curves shall be separated by a tangent distance of not less than 100 feet. Intersections with other public streets shall be at right angles. Variances of up to ten (10) degrees may be approved by the County Engineer. Where acute angle intersections are approved, a radius of at least 25 feet in the right-of-way line at the acute corner must be provided.

5.3 Local Streets

a. Location and Alignment

The location and alignment of local public streets proposed to be dedicated and established within a subdivision shall be designed in conformance with the following concepts.

b. Right-of-way Width

The width of the right-of-way to be dedicated for any public street not designated as a major thoroughfare or freeway shall be 60 feet except as provided in paragraph 5.3.c. In those instances where a subdivision is located adjacent to an existing public street, said street not being designated as a major thoroughfare, having a right-of-way width less than 60 feet, sufficient additional right-of-way shall be dedicated within the subdivision boundary to accommodate the ultimate development of the subject street to a total right-of-way width of not less than 60 feet.

c. A fifty (50) foot street right-of-way width may be allowed where the following requirements are met.

1. The street shall be paved with a 28 foot wide back to back curb and gutter section.

2. The street shall serve detached single family homes only.

3. The right-of-way shall be used for street paving, storm sewer and water lines only. Any additional utilities will require a separate utility easement or wider street right-of-way.

4. a. A loop street shall not have an internal block length of more than 1,000 feet.
   b. A dead end street with a permanent turnaround shall not exceed 800 feet.
   c. An interior street shall not exceed one (1) block or 1,400 feet, whichever is shorter.

d. Curves and Intersections

Curves along local streets may have any center line radius, except that the center line radii on reverse curves shall not be less than 300 feet. Intersections of local streets shall be at right angles. Variances of up to ten (10) degrees may be approved by the County Engineer. Where acute angle intersections are approved, a radius of at least 25 feet in the right-of-way line at the acute corner shall be provided.

e. Cul-de-sac Right-of-Way Radii

The radii of the right-of-way at the end of local streets terminated with circular cul-de-sac turnarounds shall be 50 feet.

curb and gutter streets. On streets without curb and gutter the right-of-way radius shall be 60 feet.

f. Dead-end Streets

Dead-end streets will not be approved except in those instances where the street is terminated by a circular cul-de-sac turnaround or where the street is designed to be extended into adjacent property.

3.4 Public Street Paving

a. On all streets the plasticity index (P.I.) of the subgrade soil shall be determined by the AASHO method of testing. When the P.I. exceeds 20, the subgrade will be lime stabilized to a depth of six (6) inches so that the P.I. is reduced to 20 or less.

b. No manholes will be allowed under or in pavement.

c. No utility lines will be allowed under pavement except at perpendicular crossings or as approved by the County Engineer.

d. Major thoroughfares shall have two roadways each with a minimum width as measured from back of curb to back of curb of 25 feet. The two roadways shall be separated by an esplanade with a 30 foot minimum width. Additional lanes may be provided by reducing esplanade width as approved by County Engineer.

e. Paving for large lot subdivisions

1. Subdivisions with lots at least 2 1/2 acres in size and not having curb and gutter streets are exempt from the requirement of 22 feet of hot mix hardtop material. Subdivisions with lots between 1 to 2 1/2 acres in size and that are accessed by a gravel road and do not have curb and gutter streets are also exempt from the requirement of 22 feet of hot mix hardtop material.

2. All other subdivisions not having curb and gutter roads shall be required to have blacktop or concrete roads.

f. Each driveway, street or alley accessing an open ditch road shall have an adequate culvert or other approved driveway entrance structure and the size and design of the culvert or driveway entrance structure shall be included on the construction plans. Culverts shall have a minimum diameter of 18 inches.

g. Sidewalks

Sidewalks shall be built or caused to be built through restrictive covenants within all road rights-of-way dedicated to the public.

Subdivisions with all lots being at least one (1) acre in size shall be exempt from this requirement.

5.5 Private streets shall have the same specifications for constrution and for right-of-way width as public streets.

5.6 Street Names

All public streets shall be named in conformance with the following requirements.

a. The street names shall be new names and shall not be duplicates of any existing street names located within Fort Bend County. This does not pertain to extensions of existing streets.

b. Existing street names shall be used where a new street is a continuous extension of an existing street.

c. Street name prefixes such as North, South, East and West may be used to clarify the general location of the street, however, such prefixes shall be consistent with the existing and established street naming and address numbering system of the general area in which the street is located.

5.7 Alphabetical and numerical street names shall not be designated on any subdivision plat or development plan except where such street is a direct extension of an existing street with such a name.

5.8 Measurement Criteria of Block Lengths

Block lengths shall be measured along the face of a block (being the adjacent street right-of-way line) from street intersection to another street intersection where such streets provide cross traffic circulation (not cul-de-sac streets). Where a loop street configuration is involved, the length of the interior block formed by the loop street is measured through the center of said block (along the back lot line) and between adjacent street right-of-way lines.

5.9 One-foot Reserves

In those instances where any public street is established by plat and where such public street forms either a stub street into adjacent acreage or where such public street lies along and parallel with the subdivision boundary and adjacent to acreage, a one-foot wide reserve shall be established within the street right-of-way to form a buffer strip, dedicated to the public, between the public street right-of-way and the adjacent unsubdivided acreage to prevent access to this public street from the adjacent unsubdivided acreage unless and until a plat of the adjacent property is duly recorded. The conditions associated with the establishment of a one-foot reserve on a plat are contained in the following notation which shall be placed upon the face of any

plat where a one-foot reserve is to be established:

"One-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors."

5.10 Easements

a. Public Utility Easements

Public utility easements are those easements established within a subdivision which are designed to accommodate publicly owned or controlled utility facilities necessary to provide various types of utility services to the individual properties within the subdivision boundaries. Public utility easements may be used for and shall not be limited to facilities necessary to provide water, electrical power, natural gas, telephone, telegraph, storm sewer and sanitary sewer services.

1. Location

Public utility easements shall be provided along the rear of all lots designed for the development of residential dwelling units and in such other locations as determined to be necessary by the County Engineer and the individual utility companies involved. Public utility easements located along the outer boundaries of a plat shall contain the full width required for such easement except in those instances where the adjacent property is under the same ownership as the property being platted or where additional easement width is dedicated by separate instrument by the owner of said adjacent tract. In such cases, one-half of the required easement width shall be dedicated within the plat boundary with the other half provided outside the plat boundary by separate instrument or through notation on the plat certifying the ownership and dedication of said easement.

2. Public utility easement widths, dead-ends

All backlot public utility easements established within any subdividsion plat shall not be less than 16 feet in width. All side lot and front lot utility easements established within any subdivision plat shall not be less than 10 feet in width. Dead-end public utility easements shall not be allowed.

b. Drainage Easements

All drainage easements shall be located, sized and dedicated to accommodate the runoff from a 100 year storm for the fully developed watershed upstream of the property. Lots shall not encroach on drainage easements.

c. Establishment of special use easements

The establishment of special use utility easements may be provided on a subdivision plat when such easement is for the purpose of accommodating a utility facility owned, operated and maintained by a unit of government and is restricted to either water mains, sanitary sewers, storm sewers or other drainage facilities and where it has been determined by the County Engineer that these facilities cannot or should not be accommodated within a general purpose public utility easement or public street right-of-way. Easements proposed to be established for any private utility company or private organization providing utility services and restricted for their exclusive use, shall not be shown on or established by a subdivision plat. Such private utility facilities may be accommodated and placed within the general purpose public utility easements, public streets and alleys established within the subdivision boundary. Private utility companies or the subdivider may grant and establish special or exclusive use easements by separate instrument if such arrangements are deemed necessary to properly serve the properties within the subdivision boundaries.

5.11 Building Setback Restrictions

These restrictions are designed and applied to assure that occupied buildings, particularly residential and commercial buildings, where a concentration of people are involved, are located a sufficient distance away from the adjacent street to avoid damage to the structure and occupants by errant vehicles; to lessen or minimize the effect of noise and pollutants generated by traffic on the occupants of adjacent buildings; to insure that the location of buildings do not create any traffic hazards by blocking or restricting lines of sight, particularly at intersections and along curves; to provide some additional open space in addition to the space within the street right-of-way for the free movement of police, firemen and others in emergency situations and when appropriate, sufficient yard space and open space separating building structures which may enhance the visual character and value of a particular development.

a. Major Thoroughfares

Properties adjacent to designated major thoroughfares shall have a front building setback from the adjacent major thoroughfare right-of-way of not less than 25 feet. When such lots side on a

major thoroughfare, a side building setback of at least 20 feet shall be provided. In those instances where lots back on a major thoroughfare, a rear building setback of not less than 10 feet shall be provided.

b. Local Streets

1. Properties adjacent to local streets which are divided into lots restricted for the construction of residential dwellings suitable for individual ownership shall have a front building setback from the adjacent street right-of-way of not less than 25 feet. When such lots side on a local street, a side building setback of 10 feet shall be provided. When such lots back on a local street, a rear building setback of 10 feet shall be provided. When the average lot depth in the whole subdivision is 105 feet or less, the front building setback may be reduced to 20 feet.

2. A minimum distance of 10 feet shall be provided between sides of residential dwellings. This may be accomplished with a 5 foot side setback on each side of each lot, or with a 10 foot side setback on one side of each lot. If the 10 foot side setback is used, a 5 foot maintenance and drainage easement shall be provided adjacent to and along the property line within the 10 foot setback.

3. Properties adjacent to local streets which are planned to be developed for residential apartments with multiple dwelling units under a single ownership or management and where the principal entrances to such units front on the adjacent street, a front building setback restriction of 20 feet shall be provided. If, however, such units side or back on the adjacent street and have no entrances from such street, a side or rear building setback of 10 feet shall be provided.

4. All other properties not divided into lots or designed for the development of residential dwelling units which are adjacent to local streets shall have a 10 foot building setback restriction provided along all adjacent streets.

5. When the lots face the circular portion of a cul-de-sac street, a front building setback of 20 feet may be provided.

c. Building setback line off-sets and transitions

In those instances where the required building setback restriction line changes from one tract to another, a transitional building setback line shall be provided having a minimum angle of 45 degrees. Such transition shall take place on the lot or tract having the lesser building setback restriction requirement.

d. Pipeline and railroad rights-of-way

Where an underground pipeline carrying flammable products under pressure through or adjacent to the subdivision or where a railroad right-of-way runs through or adjacent to the subdivision, a 15 foot building setback restriction shall be provided adjacent to such pipeline easement or fee strip (or the center line of the pipeline facility if no easement is defined) or railroad right-of-way line.

5.12 Reserve Tracts

All reserve tracts shall be labeled and designated on the plat. Any restrictive covenants applicable to the reserves shall be set forth by separate instrument.

5.13 Lots - General Provisions

The purpose of this section is to provide general guidelines for the establishment of individual lots within subdivisions.

a. General lot design, arrangement and layout

The general lot design within any subdivision shall be based upon the concept that such lots are created and established as undivided tracts of land and that purchasers of such lots will be assured that these tracts of land meet the following basic criteria:

1. The lot shall be of sufficient size and shape to allow the construction of a residential dwelling unit which can meet the requirements of established building or construction codes, housing and public health codes, and ordinances and accepted family living standards.

2. The lot shall be of sufficient size and shape to accommodate easements for all public and private utility services and facilities that adequately serve any residential dwelling unit constructed thereon, as required herein.

3. The lot shall be of sufficient size and shape and shall be so located that direct vehicular access is provided from a public street or through an approved permanent access easement.

4. Lots shall not encroach on drainage easements or roadways.

b. Lot Shapes

Lots should be designed, so far as possible, with side lot lines being at right angles or radial to any adjacent street right-of-way line.

c. Key or Flag Lots

Key or flag lots may be permitted under unusual circumstances, however, the narrowest part of such a lot, being the staff portion of the flag lot, shall not be less than 20 feet in width or have a length of more than 200 feet. Such lots shall also be restricted to prevent the construction of any building, structure, wall or fence within the staff portion of such lot and that the staff portion of such lot will be restricted for access to such lot only.

d. Double-front Lots

Double-front lots will not be approved except in those instances where lots are restricted for residential use and back upon an adjacent designated major thoroughfare or where special circumstances would warrant a variance to this regulation.

e. Street access limitations

Rear and side vehicular driveway access from lots, restricted for the construction of residential dwelling units, to adjacent streets designated as major thoroughfares, freeways, highways, or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic, will not be approved and such access restriction must be noted directly upon the plat and adjacent to the lots in question.

f. Lot and Block indentification

All blocks established in any subdivision shall be designated by number with said numbers being consecutive within the whole subdivision plat. Lots established within said blocks shall also be numbered with said numbers being consecutive within the block.

g. Minimum Lot Sizes - Residential Use

1. Corner lots in blocks containing lots having an average width of less than 60 feet shall be 10 feet wider than the average interior lot within such block and where such corner lots are located at the intersection of local streets. Corner lots located at the intersection of a local street and a designated major thoroughfare or at the intersection of two major thoroughfares and are contained in blocks where the average lot width within said block is less than 60 feet, such corner lots shall be 20 feet wider than the average interior lot within such block.

2. When lots are backing on a natural drainage way (bayou, creek, gully, etc.) or an open drainage facility, such lots shall have a depth sufficient to provide at least 70 feet from the drainage easement line to the front building setback line or front property line if no building setback restriction is required.

3. When lots are backing on a designated major thoroughfare such lots shall have a depth at least 10 feet deeper than the average depth of lots within the interior of the subdivision having frontage on local streets.

4. The minimum lot area for lots serviced by sanitary sewer shall not be less than 5000 square feet.

5. The minimum lot area for lots not serviced by sanitary sewer shall be determined by the County Engineer after considering soil conditions, the water supply system and the type of septic system, and in no case shall be less than one acre in size, as outlined in the County septic system regulations.

5.14 All developements shall provide an adequate outfall for their storm waters. If a development cannot provide an adequate outfall, that development must detain their storm waters. The maximum allowable rate of discharge for a detention system shall be determined by the Fort Bend County Drainage District. A per acre contribution to a watershed development fund may be allowed in lieu of a detention system if a drainage improvements project is planned or in the process of being developed for the watershed as determined by Commissioners Court based on increased runoff and costs for improvement to provide capacity.

SECTION 6

PLANNED DEVELOPMENT CRITERIA

6.1 To establish a Planned Development, the subdivider must submit to the Fort Bend County Engineer the General Plan of the proposed Planned Development, as defined in Section 1, for review and approval. Then with the filing of each plat within the Planned Development General Plan, a revised General Plan must be resubmitted to verify continued conformance under the definition of Planned Development and other minimum requirements as set forth under Sections 6.2 and 6.3 of this manual.

6.2 Overall Densities

Planned Developments shall have a maximum average density of 5.5 lots per acre, and no lot shall be less than 4000 square feet for any one proposed residential land use involving single family detached housing. The amount of acreage within a Planned Development devoted to uses having a density exceeding 5.5 lots per acre, cannot exceed 25% of the total acreage within the Planned Development. The lot density per acre is defined as the number of lots per platted acre, net of any commercial reserves and drainage easements. The average lot size in a Planned Developement shall exceed 5000 square feet. Lots having an area of less than 5000 square feet shall be restricted to the construction of permanent, single family type housing which may incorporate specially designed drainage facilities.

6.3 Planned Development Eligibility

a. General

For a tract of land to be considered a Planned Development, it must qualify under Section 1, definition of "Planned Development" and Sections 6.2 and 6.3 of Planned Development Criteria.

b. Specific

A tract of land shall be determined eligible provided it is a minimum of 500 acres, contiguous, under ownership of one entity, and meets overall densities as described in Section 6.2. Contiguous shall be deemed to include tracts of land which may be severed by a freeway, major highway, river or other feature or any combination of the above.

SECTION 7

ROAD ACCEPTANCE POLICY

7.1 The road(s) must be at least one (1) year old and 60% of the lots must have been developed. A complete system of traffic control signage must be in place and must conform to the road construction plans approved by the Engineering Department.

7.2 Requests for acceptance will be directed to the respective Fort Bend County Commissioner by the developer or by the lot owners.

7.3 The County Commissioner will then perform an inspection and request the County Engineer to perform an inspection and the County Engineer will develop a composite list of deficiencies.

7.4 The inspection shall document the existing conditions of roads, streets and driveway entrance structures. Conditions that will be noted on this report will consist of and not be limited to:

a. Curb and Gutter roads: pavement cracks, pavement settlement, birdbaths, lack of joint sealing, spalling joints, other pavement irregularities, cracked curbing, missing curbs, dirt, trash or other debris in right-of-way, broken, cracked, sunken or debris filled storm sewer inlets, broken driveways or sidewalks.

b. Open Ditch roads: depth, width and type of base material and of any black top material; crown width, shape of road cross section; ditches holding water, undersized driveway entrance culverts and other adverse drainage conditions.

7.5 After the deficiencies are corrected, a request for acceptance will be directed to the respective County Commissioner by the developer.

AS PER ORIGINAL

7.6 When the Commissioner agrees to accept the road(s) into the Fort Bend County Road Maintenance System, the Commissioners Court will then consider accepting said road(s) into the Road Maintenance System.

7.7 Only maintenance on the roadway and on any road ditches will be accepted. No maintenance or liability will be accepted on any underground utilities.

7.8 The road bond will be released when the roads are accepted.

APPENDIX A

OWNER'S ACKNOWLEDGEMENT

EXAMPLE FORM

STATE OF TEXAS

COUNTY OF FORT BEND

I (or we), {name(s) of owner(s) if individual(s)} or (name of president and secretary or authorized trust officer of a company or corporation) being officers of (name of company or corporation), owner (or owners) of the (number of acres) tract described in the above and foregoing map of (name of subdivision or development), do hereby make and establish said subdivision and development plat of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind myself (or ourselves), my (or our) heirs and assignes to warrant and forever defend the title to the land so dedicated.

FURTHER, I (or we) do hereby dedicate for public utility purposes an unobstructed aerial easement five (5) feet in width from a plane twenty (20) feet above the ground level upward, located adjacent to all public utility easements shown hereon.

FURTHER, I (or we) do hereby declare that all parcels of land designated as lots on this plat are intended for the construction of single family residential dwelling units thereon (or the placement of mobile homes) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, I (or we) do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

ADDITIONAL PARAGRAPHS TO BE ADDED AS NEEDED:

(When streets within the plat are to be developed with open ditches).

FURTHER, I (or we) do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1 3/4) square feet (18" diameter).

(When subdivision contains natural drainage ways such as bayous, creeks, gullies, ravines, draws or drainage ditches).

FURTHER, I (or we) do hereby dedicate to the public a strip of land twenty (20) feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, and drainage ditches located in said subdivision, as easements for drainage purposes. Fort Bend County or any other governmental agency shall have the right to enter upon said easement at any and all times for the purposes of constuction and maintenance of drainage facilities and structures.

FURTHER, I (or we) do hereby covenant and agree that all of the property within the boundaries of this subdivision and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, excessive vegetation and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

(When plat indicates building setback lines and public utility easements are to be established in adjacent acreage owned by the subdivider).

FURTHER, I (or we) do hereby certify that I am (or we are) the owner(s) of all property immediately adjacent to the boundaries of the above and foregoing subdivision of (Name of subdivision) where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

APPENDIX B

EXECUTION OF OWNER'S ACKNOWLEDGEMENT

EXAMPLE FORM

(When owner is an individual or individuals)

WITNESS my (or our) hand in the City of _____, Texas, this (number) day of (month), (year).

(signature of owner or owners)
(names to be printed)

(When owner is a company or corporation)

IN TESTIMONY WHEREOF, the (name of company) has caused these presents to be signed by (name of president or vice-president), its (President or Vice-President), thereunto authorized, attested by its Secretary (or authorized trust officer), (name of secretary or authorized trust officer), and its common seal hereunto affixed this (number) day of (month), (year).

_____
(Name of company)

By: _____ (signature)
(president or vice-president)

Attest: (signature of secretary or authorized trust officer)
Title

(affix corporate seal)

Note: All owners' signatures shall be ackowledged by a Notary Public.

APPENDIX C

LIENHOLDER'S ACKNOWLEDGEMENT AND SUBORDINATION STATEMENT

Note: Holders of all liens against the property being platted must be a part of the final plat or prepare separate instruments which shall be filed for record with the plat.

EXAMPLE FORM

I (or we), (name of mortgagee or names of mortgagees), owner and holder (or owners and holders) of a lien (or liens) against the property described in the plat known as (name of plat), said lien (or liens) being evidenced by instrument of record in Volume _____, Page _____, of the Official Records (or Deed of Trust Records) of Fort Bend County, Texas, do hereby in all things subordinate to said plat said lien (liens) and I (or we) hereby confirm that I am (or we are) the present owner (or owners) of said lien (or liens) and have not assigned the same nor any part thereof.

By: (Signature of Lienholder)
(name to be printed)

Note: All lienholders signatures shall be acknowledged by a Notary Public.

APPENDIX D

NOTARY PUBLIC ACKNOWLEDGEMENT FOR ALL SIGNATURES

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared (names of persons signing the plat, owners, corporation officers and lienholders), (corporation titles if appropriate), known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and considerations therein expressed (add for corporations "and in the capacity therein and herein set out, and as the act and deed of said corporation.")

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS (number) day of (month), (year).

(signature of notary public)

Notary Public in and for
(name of county) County, Texas

(affix Notary Seal)

APPENDIX E

CERTIFICATE FOR SURVEYOR

I, (name of surveyor), am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground and that all boundary corners, angles points, points of curvature and other points of reference have been marked with iron (or other suitable permanent ferrous metal) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet.

(signature of surveyor)
(Print name)

Texas Registration No.

(Affix Seal)

APPENDIX F

CERTIFICATE OF FORT BEND COUNTY ENGINEER
AND COMMISSIONERS COURT

I, _____, FORT BEND COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE FORT BEND COUNTY COMMISSIONERS COURT. HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE WATERSHED.

_____
FORT BEND COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THIS _____ DAY OF_____, 19___.

_____
PRECINCT 1, COUNTY COMMISSIONER

_____
PRECINCT 2, COUNTY COMMISSIONER

_____
PRECINCT 3, COUNTY COMMISSIONER

_____
PRECINCT 4, COUNTY COMMISSIONER

_____
COUNTY JUDGE

APPENDIX G

COUNTY CLERK'S FILING ACKNOWLEDGEMENT STATEMENT

I, _____, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 19____, AT ____ O'CLOCK ____m. IN SLIDE NUMBER(S) _____ OF THE PLAT RECORDS OF SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS. THE DAY AND DATE LAST ABOVE WRITTEN.

_____
COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY:_____
DEPUTY

APPENDIX H

ENGINEER'S AFFIDAVIT

I, _____, A Professional Engineer registered in the State of Texas do hereby certify that this plat meets all requirements of Fort Bend County.

(signature and title)

(seal)

APPENDIX I

ENGINEER'S AFFIDAVIT OF CONSTRUCTION COMPLIANCE

I, _____, a Professional Engineer registered in the State of Texas do hereby certify that (project name) was completed on (date).

This project was under continual inspection during construction and was constructed in accordance with and includes all items in the plans and specifications as approved by Fort Bend County and complies with all Fort Bend County requirements.

(signature and title)

(seal)

H19

AS PER ORIGINAL 38 1314

AFFILIATION AGREEMENT

STATE OF TEXAS *

COUNTY OF WHARTON *
COUNTY OF FORT BEND *

This AGREEMENT is executed on the 19 day of April, 1989, between the BOARD OF REGENTS OF WHARTON COUNTY JUNIOR COLLEGE, for and on behalf of the Emergency Medical Technology - Paramedic Department, hereinafter sometimes referred to as "COLLEGE" in this agreement, and Fort Bend County EMS, hereinafter sometimes referred to as "FACILITY" in this agreement, WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the students and faculty of the COLLEGE be given the opportunity to utilize the FACILITY as a practice laboratory and for educational purposes.

NOW, THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the parties to this agreement agree as follows:

(1) The FACILITY will permit students of the COLLEGE to practice Emergency Medical Technology - Paramedic under the direct supervision and responsibility of the faculty of the COLLEGE. Individual faculty members will be responsible to the EMS Director, Preceptor, Supervisor, or Crew Person designated by the FACILITY for the Emergency Medical Technology - Paramedic activities of the students. A faculty member/instructor from the COLLEGE will be available on call.

(2) The number of distribution of students between the divisions of the FACILITY will be mutually agreed upon between the COLLEGE and the FACILITY at the beginning of each semester.

(3) The period of assignment shall be during regular COLLEGE academic sessions except in the instance of special arrangements, such as for workshop participants.

(4) The COLLEGE will provide the FACILITY with the names of the students who are entitled to use the resources of the FACILITY under the terms of this agreement.

(5) The COLLEGE will not discriminate against any applicant for enrollment in its course of study because of race, color, creed or national origin.

(6) The COLLEGE shall assume responsibility for seeing that all students and faculty members respect the confidential nature of all information which may come to them with respect to patient and hospital records.

(7) Representatives of the COLLEGE and the FACILITY shall meet as often as necessary to study the Emergency Medical Technology - Paramedic program and terms of this agreement and make such suggestions and changes as are needed.

(8) The COLLEGE will arrange for liability and malpractice insurance coverage for its faculty members and students assigned to the FACILITY. The COLLEGE will provide the FACILITY with a copy of the coverage.

(9) It is understood between the parties that under no circumstances is any member of the COLLEGE'S student body or faculty to be considered an agent or employee of the FACILITY.

(10) COLLEGE personnel, faculty, and students will be subject to the rules and regulations established by the FACILITY for the division of the FACILITY to which they are assigned:

(A) the FACILITY will charge the COLLEGE no fees for Emergency Medical Technology - Paramedic practice opportunity afforded students;

(B) students will be responsible for their own meals, laundry, and transportation to and from the FACILITY;

(C) the FACILITY will not be charged for services performed by COLLEGE personnel or students. The FACILITY shall provide to the students and faculty members of the COLLEGE emergency treatment without charge with respect to illness and injuries sustained while on duty with the assigned unit of the FACILITY.

(11) The COLLEGE hereby indemnifies and holds Fort Bend County EMS and Fort Bend County, Texas, its directors, officers, and employees harmless only insofar as it is authorized by law to do so, from and against any and all claims, demands, suits (including legal expenses in connection therewith), judgment or awards arising out of or in any way connected with, the activities of the COLLEGE, its faculty, students, employees, agents, and servants during the term of this agreement. The COLLEGE shall indemnify Fort Bend County EMS and Fort Bend County, Texas against and hold it harmless only insofar as it is authorized by law to do so, from any claim or cause of action asserted against the FACILITY arising from accident, injury or illness to a student or faculty member allegedly connected with the services of each student or faculty member in the FACILITY, provided, however, the FACILITY shall provide to students and faculty members emergency treatment without charge with respect to injuries sustained while on duty with the assigned unit of the FACILITY. In the event one or more of the students should, independent of this agreement, be employed by the FACILITY on a part time or full time basis, this article shall not apply during the hours in which such student is performing his/her duties at the FACILITY.

(12) The salaries and expenses of any instructors, supervisors, or other employees of the COLLEGE will be paid by the COLLEGE. The COLLEGE agrees that members of its faculty will serve as consultants and on committees of the FACILITY when requested by the FACILITY.

(13) the FACILITY further agrees as follows:

(A) to maintain the criteria for accreditation as established by the Joint Review Committee on Education in Emergency Medical Technology - Paramedic, or other appropriate accrediting agencies.

(B) to provide the COLLEGE the necessary space or facilities for conference and classroom areas for student teaching, as available;

(C) to provide lounge and locker space for students, as available;

(D) to allow students and faculty members of the COLLEGE to utilize the FACILITY'S eating facilities at the students' and faculty's sole expense; and

(E) to plan jointly with all programs involved, when the resources are utilized as a clinical laboratory by groups other than the COLLEGE.

(14) This Agreement shall remain in effect for a term beginning January 1, 1989, and ending at midnight on December 31, 1989, unless otherwise terminated as provided herein. Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party. Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

Wharton County Junior College Wharton, Texas 77488	Fort Bend County EMS Rt. 2, Box 643C Rosenberg, Texas 77471
ATTENTION: PRESIDENT	ATTENTION: DIRECTOR OF EMS

EXECUTED by the parties on the day and year first above written.

WHARTON COUNTY JUNIOR COLLEGE

Elbert C. Hutchins

Dr. Elbert Hutchins
Title: President

Date: 4/18/89

WHARTON COUNTY JUNIOR COLLEGE
BOARD OF REGENTS

Johnny Blair

Title: CHAIRMAN

Date: 4-18-89

FORT BEND COUNTY

Jodie E. Stavinoha

Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

Daniel Kosler

Daniel Kosler,
Director of EMS

38 1318 #124
5-1
#30

A G R E E M E N T

HOSPITAL
Polly Ryon Memorial Hospital agrees to provide hospital services to the eligible recipients of the Fort Bend County Indigent Healthcare Program. The Hospital agrees to include eligible recipients in its utilization review process while the patient is hospitalized.

FORT BEND COUNTY
Fort Bend County Indigent Healthcare Program agrees to reimburse Polly Ryon Memorial Hospital at the following rates:

1. Inpatient Services 73% of Billed Charges
2. Outpatient Services 89% of Billed Charges

These funding levels are based on the current Medicaid interim rate structure for Polly Ryon Memorial Hospital.

TERM:
This agreement will be effective February 1, 1989 through January 31, 1990.

APPROVED:

Sam F. Steffe
Administrator
Polly Ryon Memorial Hospital

4/21/89
Date

Jodie E. Stavinoha
County Judge
Fort Bend County

5/1/89
Date

LJH:blm/092

21. CONSIDER ACCEPTING RENEWAL LETTERS OF CREDIT #1989-02 & 1989-03 FROM SANDIA FEDERAL SAVINGS & LOAN (GRAND MISSION CORP.):

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept renewal Letters of Credit #1989-02 & 1989-03 from Sandia Federal Savings & Loan.

22. CONSIDER APPLICATION FROM IRRIGATION GROUP INC. TO INSTALL AN IRRIGATION SYSTEM ALONG/UNDER SEVERAL STREETS IN NEW TERRITORY, PCT.1:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept permit application from Irrigation Group Inc. to install an irrigation system along/under several streets in New Territory, Pct. 1. (Recorded in minutes in full)

23. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE ALONG STRATMORE-BAR RD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept application from Southwestern Bell Telephone to lay cable along Stratmore-Bar Rd., Pct.3. (Recorded in minutes in full)

24. ADVERTISE FOR BIDS FOR COMPUTER EQUIPMENT FOR DISTRICT ATTORNEY'S OFFICE (FUNDS AVAILABLE); AND FOR 15-FT. FLEX-WING CUTTER (PCT.1):

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for computer equipment for District Attorney's office.

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for 15-ft. flex-wing cutter for Pct. 1.

25. ACCEPT OR REJECT BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW LARGE DOCUMENT COPIER (#89-047); (2) ONE OR MORE NEW FULL-SIZE UTILITY VEHICLE (#89-048); (3) THREE OR MORE NEW TYPE 1 AMBULANCES WITH OR WITHOUT TRADE-IN (#89-016):

Accept or reject one or more new large document copier:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the court finds that the best bid be awarded to BRUNING DIVISION for large document copier in the amount of $10,095 plus optional equipment in the amount of $1,995 (for roll paper-w-paper cut) and $1,195 (for auto sheet feed) for County Engineer's office. (Recorded in minutes in full)

Accept or reject one or more new full-size utility vehicle:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the court finds that the best bid be awarded to JOE GRILLO DODGE for two wheel drive in the amount of $12,704.00 each for County Engineer. (Recorded in minutes in full)

Accept or reject three or more new Type 1 Ambulances with or without trade-in:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the court finds that the best bid be awarded to FRAZER, INC. for Type 1 Ambulances in the amount of $62,625 each with selected options to be determined. (Recorded in minutes in full)

#21

38 1320

SANDIA FEDERAL
SAVINGS AND LOAN ASSOCIATION

P.O. Box 1008
Albuquerque, NM 87103-1008
(505) 848-7800

April 25, 1989

Fort Bend County
400 Jackson Street
Richmond, Texas 77467

Attention: Judge Stavinoha

Gentlemen:

We apologize for the delay in renewing our Letters of Credit #1988-09 and #1988-10. Enclosed please find Letters of Credit #1989-02 and #1989-03, renewing the above for a six month period.

If you have any questions regarding these Letters of Credit, please contact the undersigned.

Sincerely,

Mike Barton
Executive Vice President
Commercial Lending Department

MB/tlm
Enc. (as indicated)

approved 5/1

RECEIVED
APR 26 1989
JUDGE

COM 5/1/89

CCM 5/1/89

38 1321

SANDIA FEDERAL
SAVINGS AND LOAN ASSOCIATION

P.O. Box 1008
Albuquerque, NM 87103-1008
(505) 848-7800

April 25, 1989

Fort Bend County
400 Jackson Street
Richmond, Texas 77467

Attention: Judge Stavinoha

Re: Irrevocable Commercial Letter of Credit No. 1989-03
Amount: $55,125.00

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of The Grand Mission Corporation to the extent of and not exceeding Fifty-Five Thousand One Hundred Twenty-Five Dollars and NO/100 ($55,125.00).

This Letter of Credit has been established to guarantee the contractual agreement between The Grand Mission Corporation and Fort Bend County, Texas, to provide a maintenance bond for roads in Grand Mission Section Two; VMK Job. No. 179-30.

This Letter of Credit is available at sight at Sandia Federal Savings and Loan Association, 500 Marquette, NW, Albuquerque, New Mexico. All drafts must be drawn and negotiated no later than 5:00 p.m. on October 25, 1989. Each draft must be marked "drawn under Letter of Credit Number 1989-03, Sandia Federal Savings and Loan Association, Albuquerque, New Mexico, dated April 25, 1989," and the amount of each draft so drawn so endorsed by the negotiating bank on the reverse side thereof. The presentment of any such draft shall be a warranty by the negotiating bank that such an endorsement has been made.

The original of this Letter of Credit must also accompany all drawings. All drafts drawn under this Letter of Credit shall be accompanied by a sworn statement signed by Fort Bend County Judge Jodie E. Stavinoha or his successors in office certifying that Grand Mission Corporation has failed to build and/or maintain roads within Grand Mission Section Two; VMK Job No. 179-30.

We hereby agree with the drawers, endorsers, and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery to drawee of documents as specified.

Unless otherwise expressly stated, this credit is subject to "The Uniform Customs and Practices for Documentary Credits, 1974 Revision, International Chamber of Commerce Brochure Number 290."

Sincerely,

SANDIA FEDERAL SAVINGS AND
LOAN ASSOCIATION

Mike Barton
Executive Vice President

Unless otherwise expressly stated, this credit is subject to "The Uniform Customs and Practices for Documentary Credits, 1974 Revision, International Chamber of Commerce Brochure Number 290."

Sincerely,

SANDIA FEDERAL SAVINGS AND
LOAN ASSOCIATION

Mike Barton
Executive Vice President

38 1324

SANDIA FEDERAL
SAVINGS AND LOAN ASSOCIATION

P.O. Box 1008
Albuquerque, NM 87103-1008
(505) 848-7800

April 25, 1989

Fort Bend County
400 Jackson Street
Richmond, Texas 77467

Attention: Judge Stavinoha

Re: Irrevocable Commercial Letter of Credit No. 1989-02
Amount: $98,930.00

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of The Grand Mission Corporation to the extent of and not exceeding Ninety-Eight Thousand Nine Hundred Thirty Dollars and NO/100 ($98,930.00).

This Letter of Credit has been established to guarantee the contractual agreement between The Grand Mission Corporation and Fort Bend County, Texas, to provide a maintenance bond for roads in Grand Mission Section One; VMK Job. No. 179-21.

This Letter of Credit is available at sight at Sandia Federal Savings and Loan Association, 500 Marquette, NW, Albuquerque, New Mexico. All drafts must be drawn and negotiated no later than 5:00 p.m. on October 25, 1989. Each draft must be marked "drawn under Letter of Credit Number 1989-02, Sandia Federal Savings and Loan Association, Albuquerque, New Mexico, dated April 25, 1989," and the amount of each draft so drawn so endorsed by the negotiating bank on the reverse side thereof. The presentment of any such draft shall be a warranty by the negotiating bank that such an endorsement has been made.

The original of this Letter of Credit must also accompany all drawings. All drafts drawn under this Letter of Credit shall be accompanied by a sworn statement signed by Fort Bend County Judge Jodie E. Stavinoha or his successors in office certifying that Grand Mission Corporation has failed to build and/or maintain roads within Grand Mission Section One; VMK Job No. 179-21.

We hereby agree with the drawers, endorsers, and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery to drawee of documents as specified.

#22

38 1325

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 1st day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Irrigation Group, Inc. dated 4/19/89, permit no. 81043 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

38 1326

COUNTY OF FORT BEND

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

LETTER OF TRANSMITTAL

DATE 4/25/89 JOB NO.
ATTENTION Ms. Dianne Wilson
RE: Permit #81043
Irrigation Group, Inc.
Performance Bond

TO FBC Clerk

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	10/1/87		Performance Bond in the amount of $2,500.00, on file - approved
			11/2/87 with Permit #80857.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS If you have any questions, please call.

COPY TO file

Karl E. Baker, rp.
SIGNED: Karl E. Baker, P.E./Asst. Eng.

If enclosures are not as noted, kindly notify us at once.

Appl. # 81043

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

Karl E. Baker, P.E.
Assistant Engineer

4/20/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $2,500.00

On file approved
11-2-87
Permit # 80857

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

Bond No. CRS-1011354

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS, that we Irrigation Group, Inc. as principal and Universal Surety of America as surety, are held and firmly bound unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of Two thousand five hundred and no/100*** DOLLARS ($2,500.00***) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

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

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

AS PER ORIGINAL

38 1329

to be by said principal done and performed; at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this oblibation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 1st day of October, 19 87

Irrigation Group, Inc.
PRINCIPAL

Wayne Goehn
BY:

Universal Surety of America
SURETY

Jack McReynolds
BY: Jack McReynolds, Atty-in-Fact

UNIVERSAL SURETY OF AMERICA
1812 Durham Houston, Texas 77007

38 1330
1354

GPA 9002115-101

For verfication of the authority of this power you may telephone (713) 863-7788.

Power of Attorney Valid Only If Numbered In Red

AS PER ORIGINAL

GENERAL POWER OF ATTORNEY — CERTIFIED COPY

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint Jack McReynolds

of Houston and State of Texas its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Bonds not to exceed $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do within the above stated limitations. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984.

"*Be It Resolved,* that the President, any Vice President, Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company."

"*RESOLVED* that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, John Knox, Jr. and its corporate seal to be hereto affixed this 20th day of January, A.D., 1987

UNIVERSAL SURETY OF AMERICA

By: John Knox, Jr. President

State of Texas
County of Harris ss:

On this 20th day of January, in the year 1987, before me Kimberlee R. Mozingo, a notary public, personally appeared John Knox, Jr., personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Commission Expires: 9/15/90

Kimberlee R. Mozingo Notary Public

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Houston, Texas, this 1st day of October, 19 87.

Gregory P. Faulx Secretary

COMPLAINT NOTICE: Should any disputes arise regarding either your premium or a claim, contact Universal Surety of America at 1812 Durham, Houston, Texas 77007 or by calling (713) 863-7788. If the problem is not resolved you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

ditions of the above mentioned Commissioners Court order set forth and specified

38 1331

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81043

AS PER ORIGINAL

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

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

* Note: All crossing are through existing sleeves.

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Gateway Blvd.	305' North Of The Centerline Of Sartartia Way	50'			-	X
Sartartia Way	95' East Of The Centerline Of Gateway Blvd.	38'				X
Sartartia Way	53' East Of The Centerline Of Lakebend Drive	38'				X
Lakebend Drive	41' South Of The Centerline Of Sartartia	28'				X
Sartartia Way	796' East Of The Centerline Of Gateway Blvd.	28'				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
Gateway Blvd.	55' South of U.S. HWY. 90A	Sartartia Way	738'
Sartartia Way	548' West Of Centerline Of Gateway	125' East Of Centerline Of Ellis Creek Blvd.	3598'
Walker School Road	Sartartia Way	Clarenda Falls Dr.	836'
Future Road	Along West Side Of Sartartia Way Only	425' South Of Sartartia Way	425'

General Description

Installation of irrigation system in setbacks along Gateway Blvd, Sartartia Way and Walker School Road and in medians along Gateway Blvd.

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 1449
Rosenberg, Texas 77471
(713) 342-3039

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

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

John C. O'Donnell
(Signature)

NAME & TITLE John C. O'Donnell
(Please Print)

DATE: 4-19-89
ADDRESS P.O. Box 800458
(Street/P.O. Box)

Houston, Texas 77280
City State Zip

TELEPHONE NO: 464-3886
392-3450

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)

38 1332

TO COUNTY OF FORT BEND

PRECINCT NO. _____
PERMIT NO. _____

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

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

Note: All crossings are through existing sleeves.

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Sartartia Way	1390' East Of The Centerline Of Gateway Blvd.	37'			-	X
Sartartia Way	54' West Of The Centerline Of Walker School Road	40'				X
Sartartia Way	708' West Of The Centerline Of Walker School Road	40'				X
Walker School Road	50' South Of The Centerline Of Sartartia Way	41'				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
Lakebend Drive	South From Sartartia Way	Dairybrook Cove	175'
Sartartia Way Bridge At Lake	878' West Of Walker School Road	979' West Of Walker School Road	101'

General Description

Installation of irrigation system in setbacks along Gateway Blvd, Sartartia Way and Walker School Road and in medians along Gateway Blvd.

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 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Irrigation Group, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
John C. O'Donnell
(Signature)

NAME & TITLE John C. O'Donnell
(Please Print)

DATE: 4.19.89
ADDRESS P.O. Box 800458
(Street/P.O. Box)

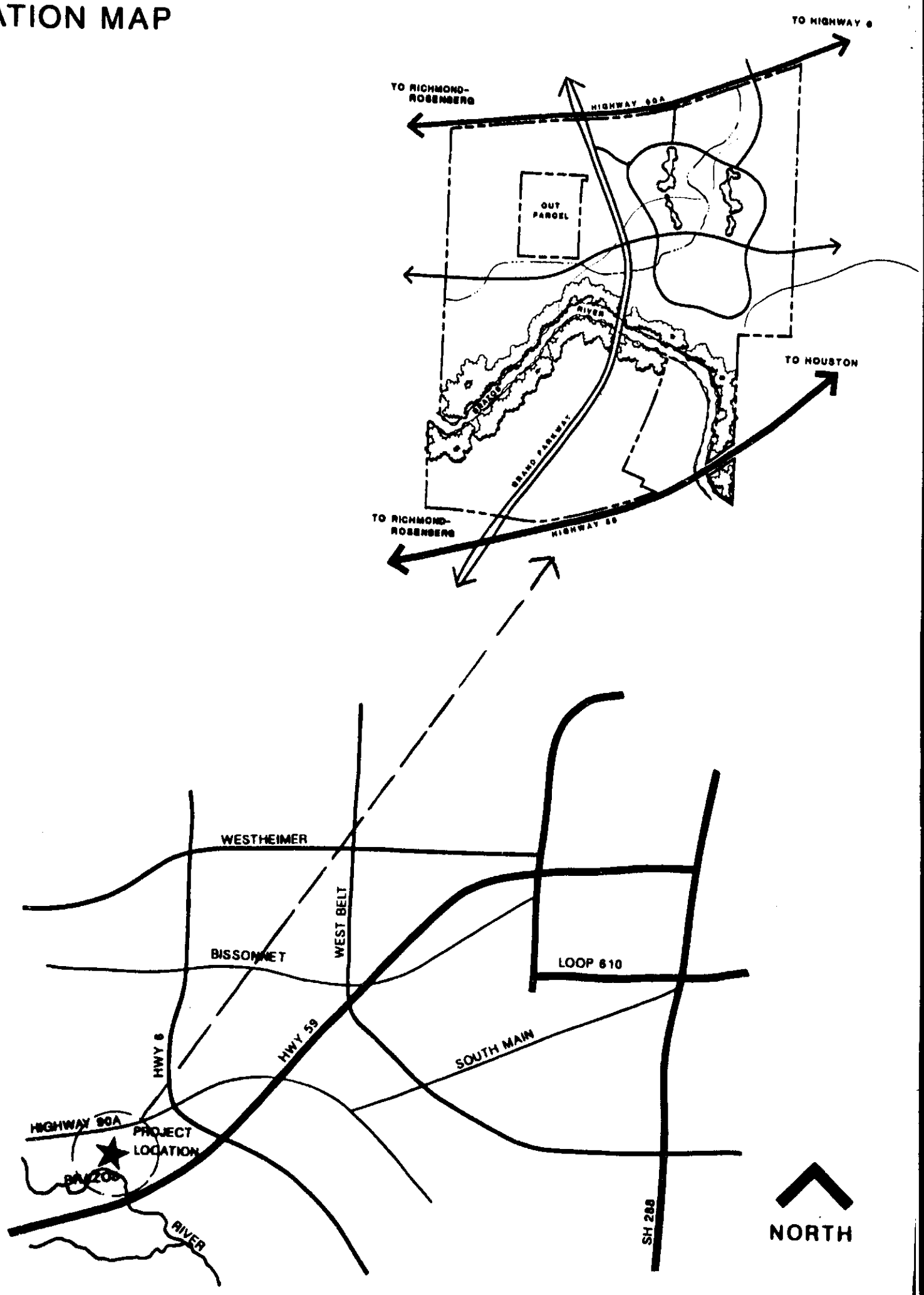
Houston, Texas 77280
City State Zip

TELEPHONE NO: 464-3886
392-3450

38 1333

AS PER ORIGINAL

LOCATION MAP



38 1334 #23

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 1st day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Co. dated 4/19/89, permit no. 81044 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Tutts, 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 Ronald Gradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

38 1335

Appl. # 81044

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

Karl E. Baker, P.E.
Assistant Engineer

4/24/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

38 1336

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81044

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

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

Road 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
STRATMAN-BAR RD.	1424' SOUTH OF HARTLEDGE STRATMAN RD	EAST-WEST	1690'

General Description

PROPOSED BURIED CABLE WILL EXTEND EAST TO WEST IN SOUTH RIGHT OF WAY OF STRATMAN-BAR RD FOR A TOTAL DISTANCE OF 1690'.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: SOUTHWESTERN BELL TEL. CO.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

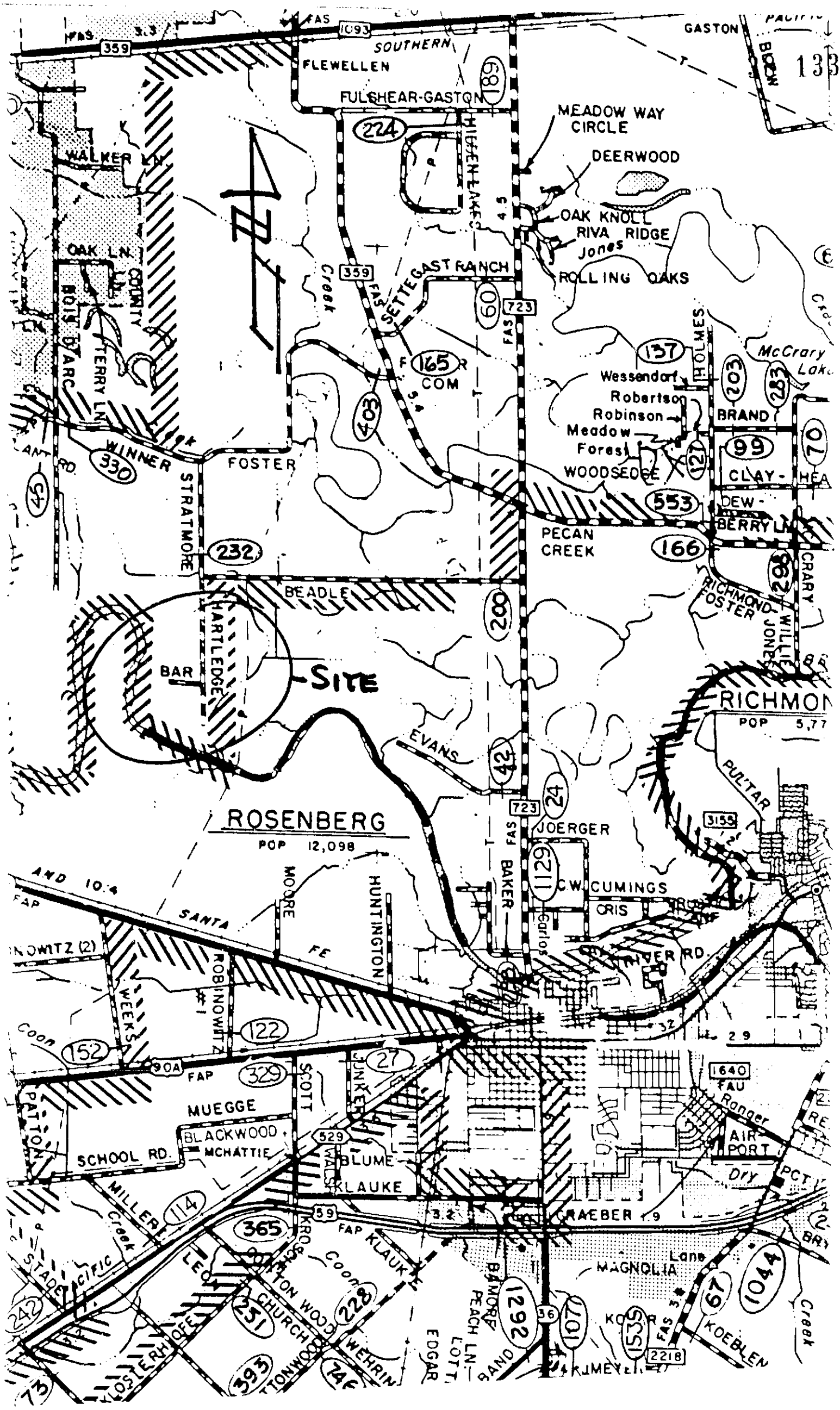
Maurice Nance
(Signature)

NAME & TITLE MANAGER ENGINEER
(Please Print)

DATE: 4/19/89
ADDRESS: 14575 PRESIDIO SQUARE
(Street/P.O. Box)

HOUSTON TEXAS 77083
City State Zip
TELEPHONE NO: 561-4618

LOC # RR* 19



AS PER ORIGINAL

24 S-1
38 1338 Agenda

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

April 24, 1989

Honorable Jodie E. Stavinoha, County Judge
Commissioner R. L. O'Shieles, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

Please add to the Commissioner's Court Agenda for Monday, May 1, 1989 my request for you to authorize the County Purchasing Agent to advertise for 3 Compaq Desk Pro Computers and 3 Hewlett-Packard Laserjet II Printers with assessories as shown on the attached exhibit. Please note that Charles Miller has endorsed these items.

This expenditure is being funded from funds available in our line item 1050 0012 1010, and we are asking for no additional funds from this Honorable Court.

Should you need additional information regarding this request please feel free to contact this office.

Very truly yours,

Sam W. Dick

SWD/dpt
Enclosure

cc: Dianne Wilson
County Clerk

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

DESCRIPTION OF SYSTEM REQUIRED BY REQUEST FOR PROPOSAL 38 1339

COMPUTERS

3 EACH COMPAQ DESKPRO 286 OR EQUAL WITH:

640K OF R.A.M.
1- 1.2 MEGABYTE FLOPPY DISK DRIVE
1 - 30 MEGABYTE DISK DRIVE (INSTALLED BY MANUFACTURER)
16 BIT MICROPROCESSOR
12 Mhz CLOCK SPEED
REAL TIME CLOCK AND BATTERY
COMPAQ BRAND KEYBOARD WITH LED INDICATORS ON CAP. LOCK, NUM. LOCK AND SCROLL KEYS
SECURITY LOCK
3 - 8/16 BIT EXPANSION SLOTS AVAILABLE
3 - 8 BIT EXPANSION SLOTS AVAILABLE
ASYNCHRONOUS COMMUNICATIONS INTERFACE
PARALLEL PRINTER INTERFACE
ROM BIOS WRITTEN BY MANUFACTURER OF C.P.U.

3 EACH AMBER MONITORS OF SAME BRAND AS C.P.U.

3 EACH VIDEO BOARDS OF SAME BRAND AS C.P.U.

BURN-IN AND CONFIGURATION

PRINTERS & CARTRIDGES

3 EACH HEWLETT-PACKARD LASERJET SERIES II PRINTERS WITH TONER AND PAPER TRAYS TO ACCOMMODATE LEGAL AND LETTER SIZE PAPER.

5 EACH HEWLETT-PACKARD LASERJET II TONER CARTRIDGES

PACKAGE TO INCLUDE:

DELIVERY WITHIN 5 WORKING DAYS
UNPACKING
SET-UP AND RUNNING ON BELOW SOFTWARE (FURNISHED BY DISTRICT ATTORNEY'S OFFICE)
A. WORDSTAR VERSION 5.0
B. DEBASE III+
C. LOTUS 123 VERSION 2.01

Charles W. Miller 06/13/89
APPROVED
CHARLES MILLER
DIRECTOR OF DATA PROCESSING

PURCHASE OF ONE (1) OR MORE NEW LARGE DOCUMENT COPIER. BID #89-047.

COMPANY	BID PRICE	OPTIONAL EQUIPMENT: ROLL PAPER CAP. WITH AUTO. PAPER CUT	AUTO. SHEET FEEDER
BRUNING DIVISION 10444 WESTPARK DR. HOUSTON, TX 77042	$10,095.00	$1,995.00	$1,195.00
KONICA BUSINESS MACHINES USA, INC.	NO BID	NO BID	NO BID
SKYLINE BUSINEES EQUIPMENT, INC.	NO BID	NO BID	NO BID

NO OTHER BIDS WERE RECEIVED.

25/2

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE UTILITY VEHICLE. BID #89-048.

COMPANY	BID PRICE 2-WHEEL DRIVE	BID PRICE 4-WHEEL DRIVE	VIN
JOE GRILLO DODGE P.O. BOX 911 ROSENBERG, TX	$12,704.00	NO BID	3B4GE07Y1KM932653 KM931224
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX	NO BID	$16,220.00	1GNEV18KOKF150412

38 1342

25/3

PURCHASE OF THREE (3) OR MORE NEW TYPE 1 AMBULANCES WITH OR WITHOUT TRADE-IN FOR THE FORT BEND COUNTY EMERGENCY MEDICAL SERVICE. BID #89-046

COMPANY	UNIT BID PRICE	TRADE-IN UNIT #2	TRADE-IN UNIT #3	TRADE-IN UNIT #13	OPTIONAL EQUIPMENT: SEATS	STEERING	DECALS	INTERIOR CABINETS	COT FASTENERS	INTERIOR LINING	OXYGEN SYSTEM: ELEC. REGULATOR AT CYL.	ADDITIONAL OXYGEN HOOKUP
COLLINS AMBULANCE	$61,220.00	$4,750.	$5,750.	$3,000.	BID WITHDRAWN (See attached letter from Collins Ambulance Sales).							
FIRST RESPONCE, INC.	$63,655.00	$5,500	$5,500.	$2,000.	DOES NOT MEET SPECIFICATIONS: Certification page (page #1) of bid not submitted.							
FRAZER, INC.	$62,625.00	0	0	0	$700.	$450.	$500.	NO CHARGE	$1300.	NO CHARGE	NO BID	$550.

AS PER ORIGINAL

38 1343

AS PER ORIGINAL

COMPANY	EMERGENCY FUNCTIONS: FRONT LIGHT BAR	EDGE LIGHT BAR	ELECTRIC AIR HORNS	REAR LIGHT BAR
COLLINS AMBULANCE	SEE PAGE #1.			
FIRST REPONCE, INC.	SEE PAGE #1.			
FRAZIER, INC.	$1300.	$1100.	$600.	$800.

AS PER ORIGINAL APRIL 25, 1989 38 1344

COLLINS

Ambulance Sales & Service
P.O. Box 635
Mansfield, Texas 76063

817/572-6411

Honorable Judge and
County Commissioners
Fort Bend County Courthouse
P.O. Box 368
Richmond, Texas 77469

REC
'89 APR
BEND

Attn: Judge Jodie E. Stavinoha
John J. Hammett, Purchasing Agent
County Commissioners

Dear Sirs:

Collins Ambulance, regrettably, must withdraw its bid to Fort Bend County for Bid Item #89-046.

While Collins Ambulance is low bid and offered reasonable trade values for your used equipment, there are items which we feel should have been subject to alternative suggestions, were deliberately restrictive or obviously slanted to a single manufacturer.

The specifications require the vehicle manufacturer to meet the requirements of the Federal KKK-A-1822B specifications. Collins Ambulance has been subjected to rigid testing by Atlanta Testing and Engineering and passed the requirements of these Federal guidelines. These Certification documents were submitted with our bid for your reference. There was no evidence submitted by the second low bidder to the effect that their vehicle has ever been subjected to any independent testing for KKK-A-1822B compliance. There was no evidence presented to address whether the other bidder had ever been tested for compliance to any standard. We would assume that the provider of ambulances to Fort Bend County would be able to show proof of compliance to these Federal requirements.

Collins Ambulance is also concerned about the EMS interpretation of structural integrity. Collins uses a 2" x 2" .125" tubular upper structure on a 3" x 2" x .376" C-channel base frame. Roof and side walls are on 12" centers. Our Federal Certification for static loads, heating and cooling were all done on this frame incorporating fiberglass insulation (such insulation was glued in place and non-settling). The specifications required the use of 1.5" x 1.5" x .125 tubular upper structure on 14" centers on a 3" x 1.5" x .188" base frame. The specifications required an injected urethane foam to be utilized for structural enhancement. Again, Collins wonders about the validity of removing and reducing aluminum structure and replacing it with a foam.

In conclusion, Ford Motor Co. has a program which they have devised to give all reputable manufacturers guidelines for second body mounting and consistency. In these guidelines Ford Motor Co. itemizes some methods of substructure design which must be adhered to. Among these requirements, Ford (on page 19 of the QVM guide) states that there is to be no sub-floor below the flooring cross-member structure and that the aluminum sub floor should be above any crossmembers and below any plywood flooring. Paragraph 6 of that same page stipulates the second body manufacturer should meet a number of the KKK-A-1822 requirements as a minimun. Item 3.26, page 11 is in direct conflict with Ford's requirements and as such should not have been a point of contention since manufacturers following Ford Motor Co.'s guidelines will refuse to utilize that proceedure.

The unwillingness of the Fort Bend County Ambulance Committee to accept any alternative suggestions from any of the various manufacturers in the industry, has made the bid specifications restrictive to one single manufacturer and competitive bid from any other sorce are impossible. If the county wished to rebid the ambulances with a more competitive format, Collins Ambulance will be glad to participate.

Thank you for your consideration:

Richard Hamilton
Factory Sales Representative

26. CONSIDER APPROVING PROJECT AGREEMENT WITH TEXAS PARKS & WILDLIFE DEPT. FOR KITTY HOLLOW LAKE PARK, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve project agreement with Texas Parks & Wildlife Dept. for Kitty Hollow Lake Park, Pct. 2 subject to District Attorney's review. (Recorded in minutes in full)

27. CONSIDER ACCEPTING SIENNA PARKWAY TEMPORARY RIGHT-OF-WAY EASEMENT IN PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept Sienna Parkway temporary drainage right-of-way easement in Pct. 2.

28. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (LULAC ET AL VS. WILLIAM CLEMENTS ET AL); LAND MATTERS (PURCHASE OF PROPERTY); AND PERSONNEL MATTERS (DRAINAGE DISTRICT & VEHICLE MAINTENANCE); AS AUTHORIZED BY ART. 6251.17, SEC. 2 (E.F,G.), VTCS, AND CONSIDER TAKING ACTION:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize a 3% merit raise from grade 13, step 5 to grade 13 step 6, to Sid McArthur, Vehicle Maintenance.

RECESS:

Commissioners Court recessed at 12:00 p.m.

RECONVENE:

Commissioners Court reconvened at 1:30 p.m.

29. 1:30 P.M. -OPEN AND CONSIDER BIDS FOR THE PURCHASE OF PROCESSED CRUSHED GRAVEL, THD #249 GRADE (#89-049):

The following bids were presented to Commissioners Court for review.

A) ANGLETON ASPHALT CORPORATION
B) ASH MANAGEMENT SYSTEMS (no bid)
C) BASE MATERIALS, INC.
D) KING CONSTRUCTION MATERIALS

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Judge Stavinoha voting yes, Commissioner Pressley and Commissioner O'Shieles absent for vote, it is ordered to award bid to all vendors subject to price, availability and material meeting all specs.

30. APPROVE BILLS:

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

31. ADJOURNMENT:

Commissioners Court adjourned at 1:55 p.m. Monday, May 1, 1989.

AGENDA ITEM 26

38 1347

TEXAS PARKS AND WILDLIFE DEPARTMENT

4200 Smith School Road Austin, Texas 78744

CHARLES D. TRAVIS
Executive Director

COMMISSIONERS

CHUCK NASH
Chairman, San Marcos

GEORGE C. "TIM" HIXON
Vice-Chairman
San Antonio

BOB ARMSTRONG
Austin

LEE M. BASS
Ft. Worth

HENRY C. BECK, III
Dallas

DELO H. CASPARY
Rockport

JOHN WILSON KELSEY
Houston

BEATRICE CARR PICKENS
Amarillo

A.R. (TONY) SANCHEZ, JR.
Laredo

April 20, 1989

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

Dear Judge Stavinoha:

The Texas Parks and Wildlife Commission has approved your project proposal for Fort Bend County Kitty Hollow Lake Park, Project Number 20-00303 to be supported with Texas Local Parks, Recreation, and Open Space Funds.

A project agreement (contract) between the Department and Kitty Hollow Lake Park can now be initiated. An original and a copy of the project agreement and the Certificate of Land Dedication for Park Use, Lower Tier Certification and Assurances are enclosed. Please sign the original and copy of the project agreement and the Certifications, and return them to the Department. An executed copy of the agreement, formal approval letter and project instructions will be provided.

The enclosed tabular summary, acquisition schedule, and site map are to be retained in your files.

Sincerely,

Tim Hogsett
Chief
Grants-In-Aid Branch

TH:RE:js

Enclosures

cc: Houston-Galveston Area Council
Honorable Ben Denham
Fort Bend County Commissioner

RECEIVED
APR 27 1989
COUNTY JUDGE

TEXAS PARKS AND WILDLIFE DEPARTMENT

38 1348

TEXAS LOCAL PARKS, RECREATION AND OPEN SPACE FUND AGREEMENT

Texas Parks and Wildlife Department Number: 20-00303

Project Name: Fort Bend County Kitty Hollow Lake Park

Project Period: Date of Project Approval to 3-1-92

Project Cost: $1,200,000 Approved State Funds: $600,000

PROJECT DESCRIPTION (SCOPE)

Fort Bend County will acquire by purchase/donation 340 acres and develop Kitty Hollow Lake Park to include utilities, roads, parking, 2 restrooms, maintenance building, 2 mile hike/bike trail, 8 exercise stations, 20 benches, canoe/kayak launch, canoe rack, pavilion with 6 game tables, 1 unlighted tennis court, 1 unlighted basketball court, 1 unlighted volleyball court, fishing pier, observation deck, 24 acre lake with swimming beach, 2 pavilions each with 2 grills and 6 picnic tables, 20 picnic tables with grills, playground, bike rack, 4 drinking fountains, landscaping, and signs.

Fort Bend County Kitty Hollow Lake Park is located off SH 6, south of Missouri City in the east area of the County.

Pre-agreement costs incurred from 3-1-88 to the date of project approval in the amount not to exceed $12,000 will be allowable.

For and in consideration of the mutual covenants and benefits hereof, the Texas Parks and Wildlife Department ("Department") and the "Sponsor" hereby contract with respect to the above described project as follows:

1. The Sponsor is obligated to adhere to all requirements established for the Texas Local Parks, Recreation and Open Space Fund Program including program guidelines set out at 31 TAC Sec. 61.131

2. No work on the project by the Sponsor shall commence until written notice to proceed has been received from the Department.

3. The Sponsor shall furnish the Department an annual report for a period of five years following the project completion providing to the satisfaction of the Department information regarding present and anticipated use and development of the project site.

4. The Sponsor shall install and maintain at the project site a permanent sign as prescribed by the Department.

5. All utilities at the project site shall be underground and approved by the Department.

6. The General Provisions dated May 1985 attached hereto are hereby made a part hereof for all purposes.

7. The Agreement is effective upon execution by the Department.

TEXAS PARKS AND WILDLIFE DEPARTMENT

by _____
Executive Director ("Department")

_____
Date

COUNTY OF FORT BEND
(Political Subdivision)("Sponsor")

by _____

Jodie Stavinoha, County Judge
(Name and Title)

_____
Date

(1-88)

4601 LPF

38 1349

CERTIFICATE OF LAND DEDICATION FOR PARK USE

(TEXAS LOCAL PARKS, RECREATION AND OPEN SPACE FUND PROGRAM)

This is to certify that a permanent record shall be kept in the

Fort Bend County public property records and
(City, County, Other)

available for public inspection to the effect that the property described in the scope of the project agreement for

Fort Bend County Kitty Hollow Lake Park
(Name of Park)

(Project Number 20-00 303), and the dated project boundary map made part of that agreement, has been acquired or developed with Texas Local Parks, Recreation and Open Space Fund Program assistance, and that it cannot be converted to other than public outdoor recreation use without the written approval of the Executive Director of the Texas Parks and Wildlife Department.

Signature

Jodie Stavinoha
County Judge
Name and Title (type)

Date

OF 4601-42 (7/83)

AS PER ORIGINAL

FORT BEND COUNTY KITTY HOLLOW LAKE PARK

20-00303

Acquisition Schedule

Code*	Parcel Number	Acreage	Estimated Date of Acquisition	Estimated Value Of Land to be Acquired	Estimated Value of Improvements to be Acquired	Total Estimated Cost
1-3	1	340.0		$800,000		$800,000
Total		340.0				
					Total	$800,000 *

*Code: 1. Negotiated Purchase; 2. Condemnation; 3. Donation

* Actual land value exceeds amount of funds supported in this project.

Support up to:

$150,000	Purchase
$450,000	Donation
$600,000	Total acquisition supported in this project.

FORT BEND CO. KITTY HOLLOW LAKE PARK
20-00303

AS PER ORIGINAL

Billing No. 38 1351

Period

	ESTIMATE	COMPLETE LAST BILLING	COMPLETE SINCE	TOTAL COMPLETE
1. Site Plans (includes cultural resource survey) Begin: 3-1-88 to DOPA	$ 12,000.00			
2. Construction Plans & Specs. Begin: Complete:	$ 51,828.00			
TOTAL A/E	$ 63,828.00			
3. Construction				
a. Utilities				
1. Water well	28,000.00			
2. Electricity	7,000.00			
b. Roads & Parking	90,883.00			
c. Buildings				
1. (2) restrooms	32,000.00			
2. Maintenance shed	6,000.00			
d. Recreational Facilities				
1. 2 mile hike/bike trail	24,851.00			
2. (8) exercise stations	3,665.00			
3. (20) benches	4,300.00			
4. Canoe/kayak launch & canoe rack	2,350.00			
5. Pavilion w/(6) game tables	19,185.00			
6. (1) unlighted tennis court	4,500.00			
7. (1) unlighted basket-ball court	4,000.00			
8. (1) unlighted volley-ball court	3,495.00			
9. Fishing pier	900.00			
10. Observation deck	2,000.00			
11. 24 acre lake w/ swimming beach	149,000.00			
12. (2) pavilions each (2) grills & (6) picnic tables	46,400.00			
13. (20) picnic tables w/ grills	9,400.00			
14. Playground	25,123.00			
e. Miscellaneous				
1. Bike rack	220.00			
2. (4) drinking fountain	900.00			
3. Landscaping	21,000.00			
4. Signs & contingencies	51,000.00			
4. **TOTAL CONSTRUCTION**	**$ 536,172.00**			
5. Land: 340.0 acres by purchase/donation	$ 600,000.00			
PROJECT TOTAL	$1,200,000.00			

MATCH $ 600,000.00

OMB Approved No. 0348-0042

ASSURANCES — CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statues relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination of the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.

Authorized for Local Reproduction

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature Date

DI-1954
(9/88)

TEXAS LOCAL PARKS, RECREATION AND OPEN SPACE FUND PROJECT AGREEMENT

GENERAL PROVISIONS

Part I - Definitions

A. The term "Department" as used herein means the Texas Parks and Wildlife Department.

B. The term "Director" as used herein means the Executive Director of the Texas Parks and Wildlife Department, or any representative lawfully delegated the authority to act for the Executive Director.

C. The term "Project" as used herein means a single project which is the subject of this project agreement.

D. The term "Participant" as used herein means the political subdivision which is party to the project agreement.

E. The term "Fund" as used herein means the Texas Local Park, Recreation and Open Space Fund.

F. The term "Procedural Guide" as used herein means the Procedural Guide for the Land and Water Conservation Fund Program.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Texas Local Parks, Recreation and Open Space Fund assistance project creates an obligation to maintain the property described in the project agreement consistent with the Texas Local Parks, Recreation and Open Space Fund Act and the following requirements:

A. The Participant agrees that the property described in the project agreement and the dated project boundary map made part of that agreement is being acquired or developed with Fund assistance, and that it shall not be converted to other than public recreation use but shall be maintained in public recreation in perpetuity or for the term of the lease in the case of leased property.

B. The Participant agrees that the benefit to be derived by the State of Texas from the full compliance by the Participant with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreation facilities and resources which are available to the people of the State, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this agreement.

C. The Participant agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Appendix N of the Procedural Guide.

D. The Participant agrees that a permanent record shall be kept and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been acquired or developed with Fund assistance and that it cannot be converted to other than public recreation use.

E. Nondiscrimination

1. The Participant shall comply with Title VI of the Civil Rights Act of 1964 and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, religion, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to the project agreement. The Participant shall immediately take any measures necessary to effectuate this provision.

2. The Participant shall comply with Title VI of the Civil Rights Act of 1964, which in part,

   (a) prohibits discriminatory employment practices resulting in unequal treatment of persons who are or should be benefiting from the grant-aided facility.

   (b) prohibits discriminating against any person on the basis of residence.

9. The Participant will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 and the Archeological and Historic Preservation Act of 1966 by

   (a) consulting with the Texas Historical Commission on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to affects by the activity, and to notify the Department of the existence of any such properties, and by

   (b) complying with all requirements established by the Department to avoid or mitigate adverse affects upon such properties.

D. Construction Contracted for by the Participant Shall Meet the Following Requirements:

1. Contracts for construction in excess of $5,000 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids, and public openings. Copies of all advertisements, bids and a copy of the contract shall be provided the Director.

2. The Participant shall inform all bidders on contracts for construction that Program Funds are being used to assist in construction.

3. Written change orders shall be issued for all necessary changes in the facility being constructed. Such change orders shall be submitted to the Department for review and, if approved, shall be made a part of the project file and should be kept available for audit.

4. Contracts for construction shall include a provision for compliance with the Copeland "Anti-kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR, Part 3).

5. The Participant shall incorporate, or cause to be incorporated, into all construction contracts the following provisions:

   During the performance of this contract, the contractor agrees as follows:

   "(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause."

   "(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin."

   "(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246, as amended (3 CFR 169 (1974)), and shall post copies of notices in conspicuous places available to employees and applicants for employment."

   "(4) The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor."

   "(5) The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."

I. Project Termination

1. The Director may temporarily suspend State assistance under the project pending corrective action by the Participant or pending a decision to terminate the grant by the Department.

2. The Participant may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Participant only by mutual agreement with the Department.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Participant has failed to comply with the conditions of the grant. The Director will promptly notify the Participant in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Participant or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or Participant may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The Participant shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Participant for the State share of the noncancellable obligations, properly incurred by the Participant prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Participant and the Director or that all funds provided by the Department be returned.

#27

8921566

2120 ~~2193~~

38 1357

TEMPORARY RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned ANDERSON BROTHERS FARM, INC., a Texas Corporation and RAYMOND G. SCHINDLER, TRUSTEE (hereinafter called "Grantors") for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to them paid by FORT BEND COUNTY, a body politic located in Fort Bend County, Texas (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto said Grantee, its successors and assigns a temporary easement and right-of-way for drainage and flood control purposes upon, over, through and across that certain strip or parcel of land located in Fort Bend County, Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called the "Easement Parcel").

TO HAVE AND TO HOLD the Easement Parcel subject to the matters hereinafter set forth, together with all and singular the rights and appurtenances thereto in anywise belonging, including all reasonable and necessary rights of ingress, egress and regress as hereinafter specifically set forth unto the said Grantee, its successors and assigns for the term hereinafter set forth; and Grantors do hereby bind themselves, their successors

and assigns to warrant and defend all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof subject to all of the matters, provisions and conditions herein contained.

Prior to the initial construction of the drainage facilities to be constructed on the Easement Parcel, Grantee shall have the right to go over and across the lands of Grantors at locations designated by Grantors and that are adjacent to the Easement Parcel for purposes of performing surveys and other such necessary pre-construction work; provided, however, that (i) Grantee shall not unreasonably interfere with any tenants or operations on Grantor's other lands and (ii) no excavation or clearing work, earth moving work or other such work shall be undertaken by Grantee on any lands of Grantors other than the Easement Parcel. After the initial construction of the drainage facilities to be constructed on the Easement Parcel, Grantee, from time to time and as often as is necessary, shall have a right of ingress and egress over, along and across the Easement Parcel for purposes of clearing, cleaning, improving, altering, changing, substituting, replacing, inspecting, relocating (within the Easement Parcel) or operating Grantee's drainage facilities and all associated equipment and appurtenances. Except as otherwise specifically set forth in this paragraph, Grantee shall have no right to go or travel upon, over or across any lands of Grantors except for the Easement Parcel. Nothing contained

herein shall grant or be construed to grant to Grantee the right (i) to use the Easement Parcel for any purposes other than for the purposes set forth herein or (ii) to change the dimensions or location of the Easement Parcel.

Grantors expressly reserve and retain all oil, gas and other minerals in, on or under the Easement Parcel, but waive all rights to ingress and egress for the purposes of exploring, developing, mining or drilling for the same; however nothing herein shall prohibit or in any manner restrict the right of Grantors to develop the Easement Parcel for oil and gas or other minerals by directional drilling from a nearby site or by any other means not involving the use of the surface of the Easement Parcel.

This temporary easement and right-of-way and this conveyance are expressly made and accepted subject to (i) all matters of public record and (ii) all matters on the ground that a correct survey would reveal, to the extent that any such matters may in fact exist and affect the Easement Parcel.

It is expressly provided and agreed that this easement and right-of-way are temporary, and not perpetual, and that said temporary easement and right-of-way shall expire and terminate at such time as a levee, and/or other drainage improvements has been constructed by a levee improvement district or other acceptable entity in such a manner as to provide an alternate route of drainage; and at such time as such alternate drainage route is provided and constructed, the temporary easement and right-of-way

herein granted shall automatically cease and terminate, and Grantee agrees that upon request by Grantors, or their respective heirs, executors, administrators, successors or assigns, it will execute and acknowledge in recordable form such further instruments or documents as may be necessary to evidence the expiration and termination of this temporary easement and right-of-way.

Grantors, their respective heirs, executors, administrators, successors or assigns, shall have right to drain into the above mentioned drainage easement. If the above mentioned easement is abandoned for some reason, it is to revert back to Grantors, their respective heirs, executors, administrators, successors or assigns, immediately.

Grantee agrees to comply at all times and at its sole costs with all applicable federal, state and local law, rules, regulations and safety standards in connection with Grantee's activities hereunder, including without limitation the construction, operation, maintenance, repair and service of Grantee's drainage facilities and appurtenances hereunder.

In connection with the construction, operations and maintenance of drainage facilities upon the Easement Parcel, Grantee shall be solely responsible for any and all liability, damages, suits, actions, costs and expenses of whatsoever nature (including reasonable attorney's fees) arising out of or resulting from (i) damage or injury to persons or property caused by or arising out of any of Grantee's operations hereunder or

otherwise relating to the construction, operation, maintenance, alteration, removal and/or service of the drainage facilities referred to herein and/or (ii) Grantee's (or its employees', agents' or contractors') failure to comply at all times with all applicable federal, state and local laws, rules, regulations and safety standards in connection with constructing, operating, maintaining, altering, removing and/or servicing Grantee's drainage facilities and appurtenances hereunder.

Grantee shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress or egress to and from the Easement Parcel, provided, however, that after construction of said drainage improvements or facilities within the Easement Parcel, said right of ingress and egress of Grantee shall be limited to the said Easement Parcel and to existing roads and passageways. Grantee is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said Easement Parcel that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage improvements or facilities within the Easement Parcel.

Grantee agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the Grantee's use in going to and from said Easement Parcel, and to restore the same to the previously existing condition as near as possible.

The Grantors herein reserve to themselves and their

respective heirs, executors, administrators, successors and assigns, the right to use and enjoy the land covered by the Easement Parcel for any purposes except insofar as such use and enjoyment unreasonably interfere with the rights herein granted to Grantee. Grantors and their respective heirs, executors, administrators, successors and assigns specifically reserve the right to cross the easement and right-of-way herein conveyed with any and all roads, lines, mains, bridges and other facilities and structures for all public or private transportation and/or utility purposes, or to grant to other the same rights; provided, however, that all such items shall be constructed and maintained so as not to interfere with the use of said easement and right-of-way herein granted.

It is understood and agreed that this agreement is an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantors.

This agreement and all of the terms, provisions and obligations hereof shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantors and Grantee and their respective heirs, executors, administrators, successors and assigns.

By acceptance of this Temporary Right-Of-Way Easement and by recording same in the real estate records of Fort Bend County, Texas, Grantee shall be deemed to have agreed to and accepted all terms and provisions hereof.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY,

it is agreed and acknowledged that this Temporary Right-Of-Way is necessitated in connection with the proposed construction of Sienna Parkway, a new roadway to be constructed adjacent to a portion of the Easement Parcel, and if for any reason said Sienna Parkway has not been completed and fully accepted by Missouri City, Texas for maintenance purposes and as part of the City's public roadway system within four (4) years from the date hereof, this conveyance shall automatically become null and void and the full ownership, possession and title to the Easement Parcel shall automatically revert to each of the Grantors separately or their respective heirs, executors, administrators, successors and assigns, to the full extent said property was originally owned (at the time of this grant) by Anderson Brothers Farm, Inc. or Raymond G. Schindler, as the case may be.

EXECUTED this 2nd day of May, 1989.

ANDERSON BROTHERS FARM, INC.
a Texas Corporation

BY: William L. Anderson, Jr.

NAME: William L. Anderson, Jr.

TITLE: President

R. G. Schindler

Raymond G. Schindler, Trustee

~~9120 2200~~

38 1364

THE STATE OF TEXAS *

COUNTY OF HARRIS *

This instrument was acknowledged before me on May 4, 1989, by William L. Anderson, Jr., President of Anderson Brothers Farm, Inc., a Texas corporation on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS

Sharon Ruhl
Notary Public in and for the
State of Texas

Sharon Ruhl
Printed or Typed Name of Notary

My Commission Expires:

August 24, 1991

THE STATE OF TEXAS *

COUNTY OF HARRIS *

Before me, the undersigned authority, on this date personally appeared Raymond G. Schindler, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal this 2nd day of May, 1989.

Marie C. Bergen
Notary Public in and for the
State of Texas

MARIE C. BERGEN
Printed or Typed Name of Notary

My Commission Expires:

12-10-90

SP030

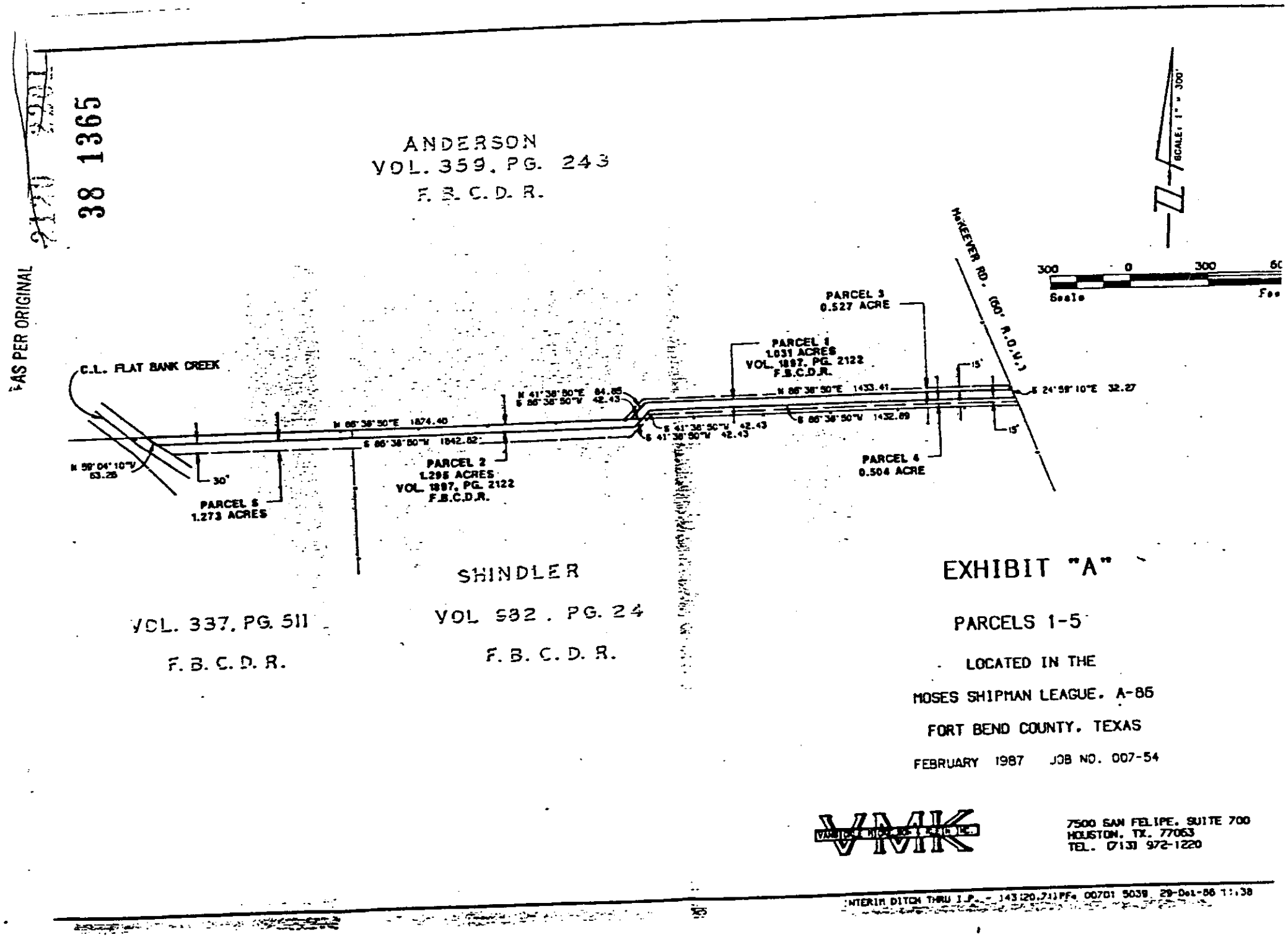


EXHIBIT "A"

PARCELS 1-5

LOCATED IN THE

MOSES SHIPMAN LEAGUE, A-86

FORT BEND COUNTY, TEXAS

FEBRUARY 1987 JOB NO. 007-54

VMK

7500 SAN FELIPE, SUITE 700
HOUSTON, TX. 77063
TEL. (713) 972-1220

INTERIM DITCH THRU I.P. - 143(20.71)PFe 00701 5039 29-Oct-86 11:38

2120 2202

38 1366

AS PER ORIGINAL

FI[illegible]

'89 MAY -8 P2:47

Dianne Nelson
COUNTY CLERK
[illegible]

VANSICKLE · MICKELSON & KLEIN · INC.

John C. Mickelson, Jr., P.E.
President

Consulting Engineers

7500 San Felipe
Suite 700
Houston, Texas 77063

713-972-1220

Will pick up

BID ITEM: PURCHASE OF PROCESSED CRUSHED GRAVEL, THD #249 GRADE. BID #89-049 #29

AS PER ORIGINAL 38 1367

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'745'$category

VENDOR NAME	BID PRICE	OPTION #1 / OPTION #2
AMERICAN MATERIALS, INC.		
ANGLETON ASPHALT CORPORATION ✓	12.00 per ton - Fresno	13.00 per ton - Fulshear
ASH MANAGEMENT SYSTEMS ✓	No BID / 9.15	/9.95
AUSTIN WHITE LIME COMPANY		
B & D CONSTRUCTION		
BASE MATERIALS, INC. ✓	12.39/10.01	13.39/11.01
C.O.D. CONCRETE		
CAGLE CRUSHED CONCRETE		
CANTU TRUCKING AND MATERIALS		
CHAMBCO, INC		
CHAMPION TOP SOIL CO.		
CHEMLIME CORPORATION		
COASTAL CEMENT SAND, INC.		
CRUSHED STONE BASE		
DAMON QUARRY, INC.		
DERNEHL CONSTRUCTION, INC.		
DIXIE CHEMICAL COMPANY		
DRAVO BASIC MATERIALS CO., INC		
DRAVO LIME COMPANY		
EIF ASPHALT		
EILERS CONSTRUCTION CO.		
FRANK W. MAREK TRUCKING		
FREEWAY SAND PIT		
FT BEND CHAMBER OF COMMERCE 9		
GALIN CORP.		
GARY ZBRANEK		
GIFFORD-HILL & COMPANY, INC.		
H & C CONSTRUCTION CO., INC.		
H - K READY MIX COMPANY, INC.		
HOUSTON CRUSHED CONCRETE, INC.		
ISM		
JIM NOHAWITZ TRUCKING		
JONES G. FINKE, INC.		
KATY-MASON HOME CENTER		
KING CONSTRUCTION MATERIALS ✓	12.15/10.00	12.95/10.95
LEBLANC'S CONCRETE & MORTER		
LIMECO. INC.		
M & M GRAVEL SALES		
MIKE ARNOLD TRUCKING & MATLS		
MIKE ARNOLD TRUCKING & MATLS.		
MOBIL MINING AND MINERALS CO.		
PARKER BROTHERS & CO., INC.		
PHILLIPS SAND AND GRAVEL		
PRIHODA GRAVEL PITS		
PRIME MATERIALS, INC.		
QUALITY HOT MIX, INC.		
R.D. HUNTER ENTERPRISES, INC.		
RINN READY MIX		
ROSENBERG/RICHMOND CHAMBER -10		
SAND SUPPLY, INC.		

[illegible]

38 1368

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'745'$category

AS PER ORIGINAL

VENDOR NAME	BID PRICE
SCHRAMME CONSTRUCTION CO.	
SOUTHWEST ASPHALT MATERIALS	
SOUTHWEST LIMESTONE, INC.	
SOUTHWESTERN TESTING SERVICE	
STABILIZED MATERIALS CO.	
T.L. JAMES AND COMPANY, INC.	
TEXAS GULF GAS CORP.	
TEXAS INDUSTRIES, INC.	
TEXAS LUMBER & CONSTRUCTION CO	
TIDE PRODUCTS, INC.	
TRANSIT CONTROL SERVICES, INC	
W.C. DALEY TRUCKING, INC.	
WAYNE SCHRAMME	
WHITE'S MINES	
ZBRANEK BROS.	
RICK GRIFFIN CONSOLIDATED MATERIALS	

BL/BD Approve JS-yes
AP-absent
DS-absent

accept (89-049)
all vendors subject to
price, availability, ~~[illegible]~~
and meeting all specs.
Material

adjourned 1:55 PM

AS PER ORIGINAL

30

38 1369

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 1st day of MAY, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

Now, therefore, be it resolved upon the motion of Commissioner PRESSLEY, Seconded by Commissioner Lutts, duly put and carried, it is ordered that the bills be approved as presented by Robert Grayless, County Auditor.

********** APPROVED **********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MAY 12, 19 89.

STARTING WITH
FILM CODE NO. 89vol.38pg.1218

ENDING WITH
FILM CODE NO. 89vol.38pg.1369

COUNTY COURT OF FORT BEND COUNTY, TEXAS

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 27 DAY OF June, 1989.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 1372.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
Gloria G. MARTIN DEPUTY

AS PER ORIGINAL

0038

01372

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MAY 8, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of May 1, 1989.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Consider request(s) for waiver of tax penalties & interest.

6. Consider request for historical site tax exemption for Teague-Waddell House, 1810 Ave. M, Rosenberg.

7. Marsha Gaines, Tax Assessor/Collector, re: consider discounts and exemptions for 1989 tax year.

8. Consider increasing annual dues to the Greater Fort Bend Economic Development Council.

9. Consider approval of the following reserve deputy constables, along with bonds & oaths: Joe Prejean, Mel Fisher, Purnell Taylor, Joseph Najera & Brett Romano, Pct. 2; Daniel J. Malecki, Aubrey Sturrock & Wyatt H. Binford, Pct. 3; and Gregory M. Fenwick, Pct.4.

10. Consider approving agreement with Cytel for optional long distance service, Pct.3 Justice of the Peace.

11. Consider resolution requesting federal assistance with flood control on the San Bernard River.

12. Consider reducing Sugarland Properties Letter of Credit No. S115642 in the amount of $169,376.09 (construction bond) to $51,525 (maintenance bond). Colony Woods

13. Set public hearing for abandonment of a portion of Beltz Road (at Hwy. 6), Pct. 4.

14. Set public hearing for installation of traffic control devices on Plaza Libre and Rio del Sol Streets, Mission Bend, Sec. 5, Pct. 3.

15. Enter into minutes the agreement, previously approved, with Lamar CISD for tutorial services for Juvenile Probation Dept.

16. Approve as to form the Request for Proposals for study of Jail and Juvenile Detention facilities.

17. Set public hearing for replat of Willow Fork, Sec. 1, Pct. 3.

18. Consider approving plat for Kelliwood Terrace, Sec. 1, Pct. 3.

19. Consider approval of earnest money contract on Blue Ridge Fire Dept. site.

20. Consider approval of interlocal agreement with Texas Parks & Wildlife for the Brazos Bend State Park Observatory.

21. Authorize auction of vehicles on June 8, 1989.

22. Consider application from Southwestern Bell to lay cable along Lockwood, Gubbels and Lou Edwards in Pct. 1.

23. Consider releasing maintenance bond from H.L.S. Companies for construction of driveway approach off Lexington Blvd., Pct. 3.

24. Consider releasing maintenance bond from CAT Contracting Inc. for installation of sanitary sewer line across Dry Creek @ FM-2218, Pct. 1.

AS PER ORIGINAL

25. Consider releasing maintenance bond from Sabine Corp. to lay conduit under W. Tavener Rd., Pct. 4.

26. Consider additional services with Source Environmental for Air Modeling Study.

27. Consider accepting Bull Run (~~1250'~~ 1238') in Wiecker Estates into the County road maintenance system, Pct. 2.

28. Consider requesting DA's office to take action on expiring Letters of Credit on Colony Woods, Sec. 1; Grants Lake, Sec. 1, Lakes of Austin Park, Sec. 2; and Old Mill Park.

29. 10:00 a.m. - Hold public hearing for installation of traffic control devices on Rembrough St. at Canfield St., Hickory Creek Sub, Pct. 3, and consider taking action.

30. 1:30 p.m. - Open and consider bids for the following: (1) One or more new & current standard production dragline with or without trade-in (#89-050); (2) Roof replacement for Pct. 3 facility, 1809 Eldridge Rd., Sugar Land (#89-051); (3) Floor slab cap for Pct. 3 facility, 1809 Eldridge Rd., Sugar Land (#89-052).

31. Approve bills.

32. Adjournment.

FILED FOR RECORD
TIME 2:50 ~~A.M.~~ P.M.
MAY 4 1989
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Jane Long Annex, Richmond, Texas on Thursday, May 4, 1989 at 3:00 p.m. by Norma Laudry.

REGULAR SESSION

BE IT REMEMBERED That on this 8TH day of MAY, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF MAY 1, 1989:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve meeting of May 1, 1989 with corrections to #8, #22 & #27.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out-of-town travel request for DISTRICT ATTORNEY, JUVENILE PROBATION, EXTENSION SERVICE, and FIRE MARSHALL. (Recorded in minutes in full)

5. CONSIDER REQUEST(S) FOR WAIVER OF TAX PENALTIES & INTEREST:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize waiver of penalty & interest in the amount of $49.33 for Jean Riehl as recommended by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to deny waiver of penalty & interest in the amount of $950.94 for George Korenek as recommended by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

6. CONSIDER REQUEST FOR HISTORICAL SITE TAX EXEMPTION FOR TEAGUE-WADDELL HOUSE, 1810 AVE. M, ROSENBERG:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize renewal of historical site tax exemption for Teague-Waddell House, 1810 Ave. M, Rosenberg, for as long as Mr. or Mrs. Edward Cichowski own and reside in the house. (Recorded in minutes in full)

01375

RECEIVED
MAY 5 1989
COUNTY JUDGE

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:

Linda M. Garza

Period: Date of Departure 6-6-89

Date of Return 6-8-89

Purpose of Trip: Supervise Fort Bend Co. 4-Hers State 4-H Roundup where county and district winners have won right to compete

Places to be Visited: A&M Campus College Station, TX

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

P. Johnnie Cooper
Name

5-2-89
Date

County Extension Agent - Agriculture
Title

* *

Approved: Commissioners' Court

County Judge

5-8-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
MAY 5 1989
COUNTY JUDGE

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:

Linda M. Garza

Period: Date of Departure 6-12-89

Date of Return 6-16-89

Purpose of Trip: Supervise Fort Bend County 4-Hers and teach various leadership sections

Places to be Visited: Blinn Jr. College Brenham, TX

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

P. Johnnie Cooper
Name

5-2-89
Date

County Extension Agent ~~Home Economics~~ Agriculture
Title

* *

Approved: Commissioners' Court

County Judge

5-8-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

0038

01377

RECEIVED
MAY 5 1989
COUNTY JUDGE

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:

Dwight D. Callis

Period: Date of Departure 6-13-89

Date of Return 6-16-89

Purpose of Trip: Supervise Fort Bend Co. 4-Hers and teach various leadership sections

Places to be Visited: Blinn Jr. College Brenham, TX

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

P. Johnnie Cooper
Name

5-2-89
Date

County Extension Agent Agriculture
Title

* *

Approved: Commissioners' Court

County Judge

5-8-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

0038

01378

RECEIVED
MAY 5 1989

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:

Dwight D. Callis

Period: Date of Departure 6-6-89

Date of Return 6-8-89

Purpose of Trip: Supervise Fort Bend Co. 4-Hers State 4-H Roundup where county and district winners have won right to compete.

Places to be Visited: Texas A&M Univ. Campus College Station, TX

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

P. Johnnie Cooper
Name

5-2-89
Date

County Extension Agent Agriculture
Title

* *

Approved: Commissioners' Court

County Judge

5-8-89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

0038

01379

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAY 5 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Susan G. Lowery
Glenn Lilly

DATE OF DEPARTURE: April 13, 1989

DATE OF RETURN: April 14, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: TDCAA Seminar on Witness Testimony through Hypnosis

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick, Criminal Dist. Attorney
Name & Department

DATE: 5-3-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/8/89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

0038
01380

RECEIVED
MAY 5 1989
COUNTY JUDGE

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Gary Tilton

DATE OF DEPARTURE: May 8, 1989

DATE OF RETURN: May 9, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Testify on Funding Bill for Fire Department's in State of Texas

MODE OF TRANSPORTATION: County Car

****

DEPARTMENT HEAD APPROVAL: Gary Tilton, Fort Bend Co. Fire Marshal/Safety Dir.
Name & Department

DATE: 5-5-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J Stavinoha

Date 5/8/89

(Emergency Approval: J Stavinoha Date 5/5/89)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

6038

01381

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
MAY 5 1989
COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

Carlos Blossom
Ira Daniels

Period: Date of Departure 5/24/89

Date of Return 5/26/89

Purpose of Trip: Probation Management II

Places to be Visited: Huntsville, Tex.

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

Dennis A. McAfee
Name

5/3/89
Date

Chief Juv. Prob. Officer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5/8/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

01382

L-P

Pct #3

MEMORANDUM

DATE: May 5, 1989

TO: County Judge Jodie Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

FROM: Marsha P. Gaines, Tax Assessor/Collector

RE: Waiver of Penalty and Interest - [redacted]

Ms. Riehl is requesting waiver of penalty and interest on 1988 tax account number .907-6447-00-002-0150. The history of this account is:

1. Kenneth Mosley was owner of record as of January 1, 1988.
2. Ms. Riehl purchased the property in September 1988.
3. Fort Bend Central Appraisal District processed an ownership change on November 9, 1988.
4. Ownership change was processed in the tax office on March 7, 1989 and a duplicate statement was mailed.
5. Payment of taxes was received from Ms. Riehl on March 28, 1989.

The breakdown of 1988 taxes paid is:

Base Tax	$548.13
Penalty and Interest	49.33
Total Paid	$597.46

As the tax office is unable to process the volume of name and address changes received from the Central Appraisal District in a timely manner, I recommend waiver of penalty and interest.

Marsha

0038

AS PER ORIGINAL

01383 AGENDA ITEM

#5

5/2/89

To Whom It May Concern:-

I am writing in accordance with instructions from Norma Landry to request a waiver of tax penalties and interest in the amount of forty nine dollars and thirty three cents.

All transactions concerning my home here were handled by Property Wise Real Estate. Coming from New Jersey, I did not know - and was not told - I had to inform the tax office of change of ownership and billing address.

~~Since I am leaving for vacation on May [illegible] I would greatly appreciate a courts appearance date of Monday, May eight if possible~~

Sincerely,

Jeanne H Riehl

(Mrs Wmale)

1719 S. Medio River Cr.

Sugar Land, Tx.

77478

Telephone 980 8952

RECEIVED
MAY 4 1989
COUNTY JUDGE

MEMORANDUM

DATE: May 5, 1989

TO: County Judge Jodie Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

FROM: Marsha P. Gaines, Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Jean Riehl

Ms. Riehl is requesting waiver of penalty and interest on 1988 tax account number .907-6447-00-002-0150. The history of this account is:

1. Kenneth Mosley was owner of record as of January 1, 1988.
2. Ms. Riehl purchased the property in September 1988.
3. Fort Bend Central Appraisal District processed an ownership change on November 9, 1988.
4. Ownership change was processed in the tax office on March 7, 1989 and a duplicate statement was mailed.
5. Payment of taxes was received from Ms. Riehl on March 28, 1989.

The breakdown of 1988 taxes paid is:

Base Tax	$548.13
Penalty and Interest	49.33
Total Paid	$597.46

As the tax office is unable to process the volume of name and address changes received from the Central Appraisal District in a timely manner, I recommend waiver of penalty and interest.

Marsha

MEMORANDUM

DATE: May 4, 1989

TO: County Judge Jodie Stavinoha
Commissisoner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

FROM: Marsha P. Gaines, Tax Assessor/Collector

RE: Waiver of Penalty and Interest - George F. Korenek

Mr. Korenek is interested in acquiring the three properties currently on the tax rolls as follows:

.914-0385-00-004-0000 in the name of Joe W. Carroll, Trustee
Taxes are paid current.

.914-0159-00-013-0000 in the name of Joe W. Carroll and
.914-0159-15-001-0000 in the name of Carroll Instrument Co.
Taxes are due on these two accounts for years 1986 through 1988, breakdown as follows:

Base Tax	$3,649.86
Penalty and Interest	950.94
Attorney Fees	464.04
Total Due	$5,064.84

Deed records currently show ownership of all three accounts in the name of Joe W. Carroll. The account carried under the name of Carroll Instrument Co. currently has a lawsuit pending (Cause 60,727) and is in Chapter 7 Bankruptcy (Case #85-02813-81-5).

I do not recommend waiver of penalty and interest for the following reasons:

1. There is no indication of error on the part of the tax office or the Fort Bend Central Appraisal District.
2. Mr. George F. Korenek is not the owner of record of the accounts waiver of penalty and interest is being requested on.

MEMORANDUM

DATE: May 2, 1989

TO: County Judge Jodie Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

FROM: Marsha P. Gaines

RE: Historical Exemption for the Teague-Waddell House

Mr. and Mrs. Edward Cichowski have requested an historical exemption on the Teague-Waddell House, tax account .901-0083-00-000-1890 for 1989.

1988 tax information is:

1988 Total Taxable Value	$85,128.00
1988 Tax Dollars Paid	$ 385.24

1989 tax information is:

1989 Total Taxable Value (per Central Appraisal District Terminal)	$85,128.00
1989 Tax Dollars estimated using 1988 tax rate	$ 385.24

Mr. and Mrs. Cichowski purchased this property in December 1987 and this is the first time they have applied for the historical exemption. Prior to the ownership change, the property was in the name of Shirley Bosse and was denied an historical exemption as a portion of the property was used as commercial property.

I recommend when granting this exemption the minutes read "to renew historical site exemption for the Teague-Waddell House for as long as Mr. or Mrs. Edward Cichowski own and reside in the house".

7. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: CONSIDER DISCOUNTS AND EXEMPTIONS FOR 1989 TAX YEAR:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, substitute motion to authorize discounts & exemptions for 1989 as recommend by Marsha Gaines, Tax Assessor/Collector.

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to set aside previous motion and take action on discounts & exemptions individually.

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to deny discounts for the 1989 tax year.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize exemptions for the 1989 tax year as recommended by Marsha Gaines.

8. CONSIDER INCREASING ANNUAL DUES TO THE GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone until a later date.

9. CONSIDER APPROVAL OF THE FOLLOWING RESERVE DEPUTY CONSTABLES, ALONG WITH BONDS & OATHS: JOE PREJEAN, MEL FISHER, PURNELL TAYLOR, JOSEPH NAJERA & BRETT ROMANO, PCT. 2; DANIEL J. MALECKI, AUBREY STURROCK & WYATT H. BINFORD, PCT. 3; AND GREGORY M. FENWICK, PCT. 4:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize the following reserve deputy constables for Precinct 3 and accept bond & oath:
(Recorded in minutes in full)

Daniel J. Malecki
Aubrey Sturrock
Wyatt H. Binford

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize the following reserve deputy constable for Precinct 4 and accept bond & oath:
(Recorded in minutes in full)

Gregory M. Fenwick

Moved by Commissioner Denham to authorize reserve deputy constables for Pct. 2. Motion withdrawn.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize the following reserve deputy constable for Precinct 2 and accept bond & oath:
(Recorded in minutes in full)

Joe Prejean
Mel Fisher
Purnell Taylor
Joseph Najera
Brett Romano

10. CONSIDER APPROVING AGREEMENT WITH CYTEL FOR OPTIONAL LONG DISTANCE SERVICE, PCT. 3 JUSTICE OF THE PEACE:

Postponed

Memorandum

To: County Judge Jodie Stavinoha

From: Marsha P. Gaines, Tax Assessor-Collector

Subject: Agenda Item

Date: May 2, 1989

Please place on the agenda for Monday, May 8, 1989, to request approval or deny discounts and exemptions for 1989 tax year.

Attached is a proposal for discounts and exemptions along with an explanation. If you have any questions please call my office 341-3710.

MPG/pkw

cc: Commissioner Bud O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

MEMORANDUM

DATE: May 2, 1989

TO: County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

FROM: Marsha P. Gaines

RE: 1989 Discounts and Exemptions

Proposed discounts for the 1989 tax year - 1990 budget year as follows:

October 1989	3 percent
November 1989	2 percent
December 1989	1 percent
January 1990	No discount

Proposed exemption for the 1989 tax year - 1990 budget year are as follows:

Fort Bend County General Fund and Drainage District

Optional Homestead	20% of the value with a $5,000 minimum
Over 65 Homestead	$40,000 maximum
Disability	$40,000 maximum ***Can not have both over 65 and disability***
Disabled Veteran	According to Schedules (ranges from $1,500 to $3,000)

Lateral Road & Flood Control

All of the above exemptions are the same with the exception of an additional $3,000 state granted homestead.
Not applicable for those with over 65 exemption or disability.

The proposed discounts and exemptions are the same as the ones granted for the 1988 tax year.

Reference Information - Chapter 11.13 of Texas Property Tax Code

Homestead: 20% of appraised value, the amount of an exemption can never be less than $5,000 no matter what the percentage is. Lateral Road and Flood Control also receives extra $3,000. The extra $3,000 is not applicable for Over 65 or Disability Exemption.

Over 65 or Disability: $40,000 set by the governing body of the taxing unit. You may only have one or the other exemption as stated in 11.13 (h). To qualify for Over 65 Exemption you must be 65 or older. To qualify for Disability you must receive benefits under Federal Old Age Survivors, and Disability Insurance Program administered by Social Security Administration. If you do not qualify under this program, additional information will be requested from civil service, railroad or teacher retirement, insurance documents, or statement from the doctor.

Disabled Veterans: Disabled Veteran must qualify with documents from the Veteran's Administration or branch of armed service in which you served, showing percentage of service related disability. Exemption ranges from $1,500 to $3,000 depending on percentage of disability. You must be a Texas resident. This is not a homestead exemption, you may apply this to any property you own.

AGENDA ITEM
8

.0038

01391

GREATER FORT BEND
ECONOMIC DEVELOPMENT
COUNCIL

April 18, 1989

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

Dear Jodie:

The Trustees of the Greater Fort Bend Economic Development Council have voted to continue our efforts for another three years and have established the future directions for this organization.

In order to continue our work and to accomplish our mission, we must meet our proposed budget with committed dollars. I am asking that Fort Bend County join me and the others who are committed to a strong economic recovery in Fort Bend County by continuing your contractual relationship with the Greater Fort Bend Economic Development Council.

The entire governmental sector of our organization is being asked to increase its support to equal the private sector contributions. I have strong indications that they will respond positively, based upon enthusiasm expressed by our officials at the Future Directions Conference in Columbia Lakes.

In order to meet our goals, we are asking that Fort Bend County consider increasing its annual contract with the Greater Fort Bend Economic Development Council from $30,000.00 to $100,00000 on the next contract renewal date, which is January, 1990, or at the beginning of your next budget cycle.

An early commitment to this request will facilitate our budget and program planning process which is now in progress and must be in place by July 1, 1989. For your convenience, we have enclosed a commitment letter which we ask that you return by June 1st. Thank you for your personal commitment to quality growth in Fort Bend County.

Sincerely,

Bill Hartman

Bill Hartman
Chairman

RECEIVED
APR 19 1989
COUNTY JUDGE

BH:mav

cc: Commissioner Bud O'Shieles, Commissioner Ben Denham, Commissioner Alton B. Pressley, Commissioner Bob Lutts

One Fluor Drive Sugar Land, Texas 77478 (713) 242-0000

#9

0038

01392

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

AS PER ORIGINAL

[redacted]

Mr. Ray Breeding
Constable Precinct Two
P.O. Box 482
Needville, Tx 77461

Dear Mr. Breeding:

My department has finished checking background and work history on the following people and I have no problem with them going to work in your department. Millie Ruth Babino Gibson, Kurt Neal Noland, Howard O'Daniel Lester and [redacted]

Sincerely,

Richard Selleh

Richard Selleh
Personnel Director
Fort Bend County

cc: Commissioner Ben Denham
County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Alton Pressley
Commissioner Bob Lutts

01393

OATH OF OFFICE
(COUNTY JUDGE and COUNTY COMMISSIONER)

"I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____, of _____ County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and I furthermore solemnly swear (or affirm), that I will not be, directly or indirectly, interested in any contract with, or claim against the County, except such warrants as may issue to me as fees of office. So help me God."

(Signed) _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19___.

_____

SEAL

_____ County, Texas.

OATH OF OFFICE
(GENERAL)

"I, Joseph L. Prejean, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Reserve Deputy, of Fort Bend County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God."

(Signed) Joseph L. Prejean

Sworn to and subscribed before me at Stafford, Texas, this 4 day of May, 19 89.

Diane Reifel

SEAL

Fort Bend County, Texas.

THE STATE OF TEXAS
County of _____ } ss.

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date _____, 19___

_____ County Judge,

_____ Clerk,

_____ County, Texas

County Court _____ County.

0038
7—B—011

01394

AS PER ORIGINAL

Merchants BONDING CO.
— Mutual —

TX 411641

600 N. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752-1497

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Fort Bend } ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, Joseph L. Prejean, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Constable Precint 2, his successors in office, in the sum of[2] Two thousand and NO/100---------- ($ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than $10,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 4 day of May, 1989, duly Appointed (Elected - Appointed) to the office of Reserve Deputy in and for[3] Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as Reserve deputy aforsaid, and shall[4]

then this obligation to be void, otherwise to remain in full force and effect.

Dated this 4 day of May, 1989.

Joseph L. Prejean
Principal

MERCHANTS BONDING CO. (Mutual)
By [signature]
Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Fort Bend } ss.

Before me, Diane Reifel on this day personally appeared Joseph L. Prejean known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Stafford, Texas

this 4 day of May, 1989.

Diane Reifel

SEAL

Fort Bend County, Texas.

273—CP—1000

Merchants BONDING CO. — Mutual —

OFFICIAL BOND AND OATH

Joseph L. Prejean
Principal

As Reserve Deputy
Official Title

of Fort Bend Count

Filed the _____ day of

_____, 19____

at _____ o'clock ____M.

_____ Clerk.

County Court _____ County, Texas.

01395

00038

AS PER ORIGINAL
.038

THE STATE OF TEXAS
County of _____ } ss.

01396

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, 19 with its certificates of authentication, was filed for record in my office the _____ day of _____, 19____ at _____ o'clock _____ M., and duly recorded the _____ day of _____, 19____ at _____ o'clock _____ M., in the Records of Official Bonds of said County, in Vol. _____ on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk.

By _____ Deputy. County Court _____ County.

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Art. of Statutes	4. CONDITIONS
District Attorney	$5,000.	Governor	District Judge	323	"Will faithfully pay over, in the manner prescribed by law, all money which he may collect or which may come to his hands for the State or for any county."
County Attorney	$2,500.	Governor	Commissioner's Court	330	"That he will faithfully pay over in the manner prescribed by law all moneys which he may collect or which may come to his hands for the State or any county."
County Judge	*$1,000.-10,000.	County Treasurer	Commissioner's Court	1928 and 5998	"That he will pay over to the person or officer entitled to receive it, all moneys that may come into his hands as county judge, and that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
County Clerk	*$2,000.-10,000.	Governor	Commissioner's Court	1937	"For the safekeeping of the records and the faithful discharge of the duties of his office, and further conditioned that said clerk will pay over to his county all moneys illegally paid to him out of the county funds, as voluntary payments or otherwise."
Auditor	$5,000.	County Judge	Commissioner's Court	1649	"For the faithful performance of his duties."
County Treasurer	Fixed by the Commissioner's Court	County Judge	Commissioner's Court	1704 and 5998	"Shall faithfully execute the duties of his office and pay over according to law, all moneys which shall come into his hands as county treasurer, and render a true account thereof to said court at each regular term of said court."
District Clerk	$5,000.	Governor	Commissioner's Court	1897 and 5998	"For the faithful discharge of the duties of his office."
County School Superintendent	$1,000.	Commissioner's Court	Commissioner's Court	2689 and 5998	"Upon the faithful performance of his duties."
County Surveyor	*$500.-10,000.	Not Stated (Suggested to County Judge)	Commissioner's Court	5284 and 5998	"That he will faithfully perform the duties of his office."
Hide and Animal Inspector	*$1,000.-10,000.	County Judge	Commissioner's Court	6973	"That he shall well and truly perform the duties of his office."
Sheriff	‡$5,000.-30,000.	Governor	Commissioner's Court	6866	"That he will account for and pay over to the persons authorized by law to receive the same, all fines, forfeitures and penalties that he may collect for the use of the State or any county, and that he will well and truly execute and make due return of all process and precepts to him lawfully directed, and pay over all sums of money collected by him by virtue of any such process or precepts, to the persons to whom the same are due, or their lawful attorney, and that he will faithfully perform all such duties as may be required of him by law, and further conditioned that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise."
Assessor and Collector of Taxes (County Bond)	Not less than 10% of County tax as shown by the last preceding assessment not to exceed $50,000.	County Judge	Commissioner's Court	7249	"For the faithful performance of the duties of his office as Assessor and Collector of taxes for enduring the full term for which he was elected or appointed."
County Commissioners	$3,000.	County Treasurer	County Judge	2340 and 5998	"For the faithful performance of the duties of his office, that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
Justice of the Peace	$1,000.	County Judge	Not Stated	2373 and 5998	"That he will faithfully and impartially discharge the duties required of him by law, and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office."
Constable	$500.-$1,500.	Not Stated Governor	Commissioner's Court	6881	"For the faithful performance of all the duties required of him by law."

*Sum to be fixed by the Commissioners Court within the limits prescribed by law.
‡In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.
3. If precinct insert the number.
4. Conditions.

FORT BEND COUNTY PERSONNEL DEPT.
P.O. BOX 326, RICHMOND, TEXAS 77469
PHONE: 713-341-8617

AS PER ORIGINAL

Fort Bend County is an equal opportunity employer and does not discriminate on the basis of handicap status.

0038

APPLICATION FOR EMPLOYMENT

01397

PLEASE READ CAREFULLY *PRINT OR TYPE/USE BLACK INK* *DATE*

PERSONAL

FULL NAME - LAST	FIRST	MIDDLE	SOCIAL SECURITY NUMBER
PREJEAN	Joseph	LAMAR	452-74-8266

PRESENT ADDRESS-STREET	CITY	STATE	ZIP CODE	DATE & PLACE OF BIRTH
15918 Ridge Rod	Houston	TEXAS	77053	10/7/48 Houston TX

LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE: SAME AS ABOVE

TELEPHONE: BUSINESS — RESIDENCE 437-7648

REFERRED BY:

NO. OF DAYS LOST FROM WORK OR SCHOOL DURING THE PAST 12 MONTHS: NONE

DRIVERS LIC. NO. 05964776 TYPE CLASS C

Federal Law Prohibits the employment of unauthorized aliens. All persons hired must submit satisfactory proof of employment authorization and identity within three days of being hired. Failure to submit such proof within the required time shall result in immediate employment termination.

IF NOT, WHAT IS YOUR VISA STATUS? ☐ STUDENT ☐ EXCHANGE STUDENT ☐ VISITOR OTHER-EXPLAIN

Notification in case of Emergency:

U.S. CITIZEN/Permanent Resident Alien ☐ YES ☐ NO

Alien Registration No. —

NAME	ADDRESS	PHONE
JANICE A. PREJEAN	15918 Ridge Rod Houston TEXAS	437-7648

TYPE OF EMPLOYMENT DESIRED: ☑ FULL TIME ☐ TEMPORARY ☐ PART TIME ☐ SUMMER

SALARY EXPECTED: $1600

DATE AVAILABLE FOR WORK: ANY

CAN YOU: PERFORM SHIFT WORK ☑ YES ☐ NO; WORK OVERTIME (IF NECESSARY)? ☑ YES ☐ NO

JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK:
Deputy Constable
18 YRS. LAWENFORCEMENT

SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE:
18 YRS EXPERIENCE IN LAWENFORCEMENT

WORK SKILLS

SPECIALIZED SKILLS (COMPLETE IF APPLICABLE TO POSITION DESIRED)

TYPING	DICTATION	OFFICE MACHINES OPERATED
—		—

OTHER MACHINES OPERATED	OTHER SKILLS
—	—

EDUCATION

FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE.

	FLUENTLY	GOOD	FAIR	POOR
SPEAK	—			
READ	—			
WRITE	—			

NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED	NUMBER OF YEARS COMPLETED	GRADUATION DATE (MO/YR.)

NAME & LOCATION OF COLLEGE/TRADE OR BUSINESS SCHOOL	DATE (MO/YR)		FIELD OF STUDY		GRADUATION	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	FROM	TO	MAJOR	MINOR	DEGREE	DATE MO/YR
TEXAS Southern University	1987	1988	Education			

CHECK QUARTER OF CLASS IN WHICH YOU STOOD → IN HIGH SCHOOL ☐ TOP ☑ 2ND ☐ 3RD ☐ LAST; IN COLLEGE/TRADE OR BUSINESS SCHOOL ☐ TOP ☐ 2ND ☐ 3RD ☐ LAST

ACTIVITIES

LIST SPECIAL ACADEMIC HONORS AND SOCIETIES: SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH INDICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN)
—

SUBJECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER:
ELEM. EDUCATION

HOBBIES/LEISURE TIME INTEREST:
Golf Fishing

Revised 8-12-87

01395

AS PER ORIGINAL

U.S. MILITARY

BRANCH OF SERVICE	FROM (MO./YR.)	TO (MO./YR.)	RANK OF ENTRY	RANK OF DISCHARGE
U.S. ARMY	1-21-68	1-21-70	E-1	E-6

WHAT KIND OF DUTY (ESPECIALLY IF TECHNICAL IN NATURE)? INF

WHAT SPECIALIZED TRAINING DID YOU RECEIVE? —

IF DISCHARGE WAS DISHONORABLE, PLEASE GIVE DETAILS —

If you are a disabled veteran or have a physical or mental handicap and are scheduled for a personal interview, you are invited to volunteer this information to the employment representative at the time of the interview. You may also provide information on the skills and/or procedures you use or intend to use to perform the job for which you are applying and the nature and type of accomodations which you feel an employer may need to make in order to enable you to perform the job in a proper and safe manner. This information will be treated as confidential. Failure to provide this information will not jeopardize or adversely affect any consideration you may receive for employment.

EMPLOYMENT

Give employment record for last 10 years, starting with your present or last employer. Include summer employment. If space is insufficient, list on separate page or attach resume.) For any unemployed or self-employed periods, show dates and locations.

DATE - FROM & TO			EMPLOYER'S NAME & ADDRESS - CITY & STATE	POSITION - SALARY	GIVE SPECIFIC REASON FOR LEAVING
FR	MONTH	YEAR	NAME PRESENT OR LAST EMPLOYER: Stafford Police Dept.	Patrol Supervisor	Personal
	2	81	ADDRESS & TELEPHONE NUMBER: 2602 S. Main 499-1695	2,200 per month	
TO	10	87	NAME OF SUPERVISOR: J.W. Jones		
FR	3	78	NAME PRIOR EMPLOYER: Ft. Bend S.O.	Criminal Investigation Supervisor	Personal
			ADDRESS & TELEPHONE NUMBER: Richmond 342-6116	1,600.	
TO	2	81	NAME OF SUPERVISOR: H.L. Kramer		
FR	2	75	NAME PRIOR EMPLOYER: J.C. Wainwright	Loss Prevention Specialist	Out of Business
			ADDRESS & TELEPHONE NUMBER: 600 Lockwood Houston		
TO	3	78	NAME OF SUPERVISOR: C. Mills		
FR	3	70	NAME PRIOR EMPLOYER: Rosenberg Police Dept.	Asst. Chief of Police	Personal
			ADDRESS & TELEPHONE NUMBER: Rosenberg 342-3566		
TO	2	75	NAME OF SUPERVISOR: H.L. Kramer		

HAVE YOU EVER FILLED OUT AN APPLICATION HERE BEFORE?	YES	✓ NO
HAVE YOU EVER BEEN EMPLOYED BY FORT BEND COUNTY BEFORE?	✓ YES	NO
IF YES IN WHAT DEPARTMENT WERE YOU EMPLOYED?	Sheriff's Dept	
ARE YOU ON LAY-OFF AND SUBJECT TO RECALL?	YES	NO ✓
CAN YOU TRAVEL IF THE JOB REQUIRES IT?	✓ YES	NO
HAVE YOU PHYSICAL DEFECTS WHICH PRECLUDE YOU FROM PERFORMING CERTAIN JOBS?	YES	NO ✓

IF YES DESCRIBE —

REFERENCES

Give names of three persons to whom you are not related and by whom you have not been employed. These people should have known you for several years.

	NAME-INITIALS LAST NAME	ADDRESS-STREET, CITY, STATE, ZIP CODE	OCCUPATION & PHONE NO.	YEARS OF ACQUAINT
A.	R. Brown	Rosenberg	Deputy Constable Pct. 1	
B.	F. Cunningham	Houston	Ft. Bend S.O. 342-6116	7
C.	O.J. Brown	Stafford	Ft. Bend. S.O. 342-6116	5

Give names of relatives, including those by marriage, in the employ of Fort Bend County.

	NAME	TYPE OF WORK	LOCATION & PHONE #	RELATIONSHIP
A.	Jones			
B.				

Names of our employees you know best.

	NAME	LOCATION		NAME	LOCATION
A.	R. Brown	Pct. 1	B.	F. Cunningham	Ft. Bend. SO

ADDL. INFORMATION

Have you been convicted under any criminal law within the past 5 years (excluding minor traffic violations)? ☐ Yes - Give details ☒ No

May we call your present employer?	NOW	LATER
	☒ YES ☐ NO	☒ YES ☐ NO

I authorize investigation of all statements contained in this application for employment. I understand that misrepresentation or omission of facts call for hereon will be sufficient cause for cancellation of consideration of employment or dismissal from the county's service if I have been employed. I understand that employment is subject to a physical examination in which my health is found to be satisfactory to the County. I understand that if I am employed evidence of U.S. citizenship or U.S. resident status and a birth certificate or other evidence of date of birth may be required. I understand that if employed, I will be on probation for the first eighty-nine days of my employment and I will be retained as a full time employee only if my performance during the probation period is satisfactory.

As an employee of Fort Bend County, you have the right to terminate your employment at any time. Fort Bend County retains the same right to terminate your employment, regardless of any other documents, oral or written statements issued by Fort Bend County or its representatives.

Joseph R. Trejeau — SIGNATURE

2/6/89 — DATE SIGNED

This is to inform you that as part of our procedure for processing your application it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living, whichever may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

AS PER ORIGINAL

County of Fort Bend

DATE: 2/6/89

TO ALL APPLICANTS: Please complete this form and submit it with your application. The following information is being gathered by Fort Bend County Department of Personnel for research and federal Equal Employment Opportunity reporting requirements only. Information on this form will not be used to make any employment decisions which effects you. This form is confidential and will be kept for statistical use only.

NAME: Joseph L. Prejean

SEX : ✓ Male

: _____ Female

Position applied for: Deputy Constable Pct. 2

Ethnic Category: (Check One)

A. _____ White (not of hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, the Middle East, or the Indian subcontinent.

B. ✓ Black (not of hispanic origin) : All persons having origins in any of the black racial groups.

C. _____ Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or Spanish culture or origin, regardless of race.

D. _____ Asian or Pacific Islanders: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

E. ____ American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America.

01400

LIDRRMSK .
SEARCH ON Ø5964176
PREJEAN,JOSEPH LAMAR
BLACK M 1ØØ748 6-Ø2 19Ø BLACK BROWN
15918 RIDGEROW HOUSTON 77Ø53
DL Ø5964176 REST A CLASS C EXP DATE 1ØØ79Ø
CURRENT STATUS
CLEAR
Ø3Ø785 ACC-MOTOR WITH MOTOR MISSOURI CITY
*** NO WARRANT RECORD ***
END OF MSG

NLØ1RMSK 12Ø7.NO RECORD TCIC
NAM/PREJEAN,J

1LØ1RMSK 12Ø7
TXØ79ØØKØ
NO NCIC WANT DOB/1ØØ748 NAM/PREJEAN,JØSEPH LAMAR SEX/M RAC/B

TXØ79ØØKØ

SETCIC RESPONSE ON NAM/PREJEAN, JOSEPH LAMAR RAC/B SEX/M DOB/1ØØ748
** NO HITS **

#9

0038

AS PER ORIGINAL

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 341-3619

RECEIVED FORT BEND COUNTY CO...

1989 MAR 29 PM 3:18

01401

March 28, 1989

Mr. Ray Breeding
Constable Precinct Two
8221 Main Street
Needville, Tx 77461

Dear Constable Breeding:

I have completed my background and work history checks on Mr. Joseph H. Najera, Mr. Rickie M. Blacklock and [redacted] and I have no problem with them going to work for you.

Sincerely,

Richard Selleh by BT

Richard Selleh
Personnel Director
Fort Bend County

cc: Commissioner Ben Denham
County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Alton Pressley
Commissioner Bob Lutts

01402

OATH OF OFFICE
(COUNTY JUDGE and COUNTY COMMISSIONER)

"I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____, of _____ County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and I furthermore solemnly swear (or affirm), that I will not be, directly or indirectly, interested in any contract with, or claim against the County, except such warrants as may issue to me as fees of office. So help me God."

(Signed) _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19___.

_____

SEAL

_____ County, Texas.

OATH OF OFFICE
(GENERAL)

"I, M. G. Fisher, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Reserve Deputy, of Fort Bend County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God."

(Signed) M. G. Fisher

Sworn to and subscribed before me at Stafford, Texas, this 4th day of May, 19 89.

Stan W. Magness

SEAL

Fort Bend County, Texas.

THE STATE OF TEXAS
County of _____ } ss.

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date _____, 19___

_____ County Judge,

_____ Clerk, _____ County, Texas

County Court _____ County.

AS PER ORIGINAL

)038

7—B—011

01403

TX 411410

Merchants BONDING CO. — Mutual —

6000 N. I. AMAR • SUITE 200 • AUSTIN, TEXAS 78752-4497

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, M. G. Fisher, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Constable Precinct 2, his successors in office, in the sum of[2] Two thousand and no/100---------- ($ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than $10,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 4th day of May, 19 89, duly appointed (Elected - Appointed) to the office of Reserve Deputy in and for[3] Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as Reserve Deputy aforsaid, and shall[4]

then this obligation to be void, otherwise to remain in full force and effect.

Dated this 4th day of May, 19 89.

M. G. Fisher
Principal

MERCHANTS BONDING CO. (Mutual)
By [signature]
Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss.

Before me, Stan Migura on this day personally appeared M. G. Fisher known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Stafford, Texas

this 4th day of May, 19 89.

Stan Migura
Fort Bend County, Texas.

SEAL

273—CP—1000

Merchants BONDING CO. — Mutual —

OFFICIAL BOND AND OATH

. G. Fisher
Principal

As Reserve Deputy
Official Title

of Precinct 2

d the _____ day of

_____, 19____

at _____ o'clock ____M.

_____ Clerk.

County Court _____ County, Texas.

0038

01404

AS PER ORIGINAL

THE STATE OF TEXAS

County of _____ } ss.

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, 19 with its certificates of authentication, was filed for record in my office the _____ day of _____, 19____ at _____ o'clock _____ M., and duly recorded the _____ day of _____, 19____ at _____ o'clock _____ M., in the Records of Official Bonds of said County, in Vol. _____ on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk.

By _____ Deputy. County Court _____ County.

OFFICIAL BOND REQUIREMENTS

OFFICIAL	3. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Art. of Statutes	4. CONDITIONS
District Attorney	$5,000.	Governor	District Judge	323	"Will faithfully pay over, in the manner prescribed by law, all money which he may collect or which may come to his hands for the State or for any county."
County Attorney	$2,500.	Governor	Commissioner's Court	330	"That he will faithfully pay over in the manner prescribed by law all moneys which he may collect or which may come to his hands for the State or any county."
County Judge	*$1,000.- 10,000.	County Treasurer	Commissioner's Court	1928 and 5998	"That he will pay over to the person or officer entitled to receive it, all moneys that may come into his hands as county judge, and that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
County Clerk	*$2,000.- 10,000.	Governor	Commissioner's Court	1937	"For the safekeeping of the records and the faithful discharge of the duties of his office, and further conditioned that said clerk will pay over to his county all moneys illegally paid to him out of the county funds, as voluntary payments or otherwise."
Auditor	$5,000.	County Judge	Commissioner's Court	1649	"For the faithful performance of his duties."
County Treasurer	Fixed by the Commissioner's Court	County Judge	Commissioner's Court	1704 and 5998	"Shall faithfully execute the duties of his office and pay over according to law, all moneys which shall come into his hands as county treasurer, and render a true account thereof to said court at each regular term of said court."
District Clerk	$5,000.	Governor	Commissioner's Court	1897 and 5998	"For the faithful discharge of the duties of his office."
County School Superintendent	$1,000.	Commissioner's Court	Commissioner's Court	2689 and 5998	"Upon the faithful performance of his duties."
County Surveyor	*$500.- 10,000.	Not Stated (Suggested to County Judge)	Commissioner's Court	5284 and 5998	"That he will faithfully perform the duties of his office."
Hide and Animal Inspector	*$1,000 - 10,000.	County Judge	Commissioner's Court	6973	"That he shall well and truly perform the duties of his office."
Sheriff	†$5,000.- 30,000.	Governor	Commissioner's Court	6866	"That he will account for and pay over to the persons authorized by law to receive the same, all fines, forfeitures and penalties that he may collect for the use of the State or any county, and that he will well and truly execute and make due return of all process and precepts to him lawfully directed, and pay over all sums of money collected by him by virtue of any such process or precepts, to the persons to whom the same are due, or their lawful attorney, and that he will faithfully perform all such duties as may be required of him by law, and further conditioned that he will pay over to his county all moneys illegally paid to him out of county funds as voluntary payments or otherwise."
Assessor and Collector of Taxes (County Bond)	Not less than 10% of County tax as shown by the last preceding assessment not to exceed $50,000.	County Judge	Commissioner's Court	7249	"For the faithful performance of the duties of his office as Assessor and Collector of taxes for enduring the full term for which he was elected or appointed."
County Commissioners	$3,000.	County Treasurer	County Judge	2340 and 5998	"For the faithful performance of the duties of his office, that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
Justice of the Peace	$1,000.	County Judge	Not Stated	2373 and 5998	"That he will faithfully and impartially discharge the duties required of him by law, and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office."
Constable	$500.- $1,500.	Not Stated Governor	Commissioner's Court	6881	"For the faithful performance of all the duties required of him by law."

*Sum to be fixed by the Commissioners Court within the limits prescribed by law.
†In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.
3. If precinct insert the number.
4. Conditions.

FORT BEND COUNTY PERSONNEL DEPT.
P.O. BOX 326, RICHMOND, TEXAS 77469
PHONE: 713-341-8617

4/19/89

AS PER ORIGINAL

Fort Bend County is an equal opportunity employer and does not discriminate on the basis of handicap status.

0038

01406

APPLICATION FOR EMPLOYMENT

PLEASE READ CAREFULLY *PRINT OR TYPE/USE BLACK INK* *DATE*

PERSONAL

FULL NAME - LAST	FIRST	MIDDLE	SOCIAL SECURITY NUMBER
Fisher	MEL	Graeme	466-48-8385

PRESENT ADDRESS-STREET	CITY	STATE	ZIP CODE	DATE & PLACE OF BIRTH
211-1st St.	Beasley	TX.	77417	2-28-39-Port Arthur, TX.

LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE: SAME

TELEPHONE: BUSINESS 713-240-6111 RESIDENCE 409-387-2332

REFERRED BY: Personal Knowledge

NO. OF DAYS LOST FROM WORK OR SCHOOL DURING THE PAST 12 MONTHS: NONE

DRIVERS LIC. NO. 02716415 TYPE C & M

Federal Law Prohibits the employment of unauthorized aliens. All persons hired must submit satisfactory proof of employment authorization and identity within three days of being hired. Failure to submit such proof within the required time shall result in immediate employment termination.

IF NOT, WHAT IS YOUR VISA STATUS? ☐ STUDENT ☐ EXCHANGE STUDENT ☐ VISITOR OTHER-EXPLAIN

Notification in case of Emergency: NAME Ruth Ann Fisher ADDRESS 211-1st St, Beasley, TX PHONE 409-387-2332

U.S. CITIZEN/Permanent Resident Alien ☑ YES ☐ NO

Alien Registration No.

TYPE OF EMPLOYMENT DESIRED: ☑ FULL TIME ☐ TEMPORARY ☐ PART TIME ☐ SUMMER

SALARY EXPECTED:

DATE AVAILABLE FOR WORK: Immediately

CAN YOU: PERFORM SHIFT WORK ☑ YES ☐ NO; WORK OVERTIME (IF NECESSARY)? ☑ YES ☐ NO

JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK: Deputy Constable

SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE: 13 years Security Experience - Police Academy Graduate

WORK SKILLS

SPECIALIZED SKILLS (COMPLETE IF APPLICABLE TO POSITION DESIRED)

TYPING	DICTATION	OFFICE MACHINES OPERATED

OTHER MACHINES OPERATED: N/A

OTHER SKILLS:

EDUCATION

FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE

	FLUENTLY	GOOD	FAIR	POOR
SPEAK	NONE			
READ				
WRITE				

NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED / NAME & LOCATION OF COLLEGE/TRADE OR BUSINESS SCHOOL	NUMBER OF YEARS COMPLETED: DATE (MO/YR) FROM	TO	GRADUATION DATE (MO/YR.): FIELD OF STUDY MAJOR	MINOR	GRADUATION DEGREE	DATE MO/YR
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX						
Thomas Jefferson, Port Arthur, Texas	Sept 54	Nov 56	Academic			GED 1958
Wharton County Junior College, Wharton, Tex	Aug 87	Dec 87	Criminal Justice			Dec 87

CHECK QUARTER OF CLASS IN WHICH YOU STOOD → IN HIGH SCHOOL ☐ TOP ☐ 2ND ☑ 3RD ☐ LAST; IN COLLEGE/TRADE OR BUSINESS SCHOOL ☐ TOP ☑ 2ND ☐ 3RD ☐ LAST

ACTIVITIES

LIST SPECIAL ACADEMIC HONORS AND SOCIETIES: SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH INDICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN)

NONE

SUBJECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER

NONE

HOBBIES/LEISURE TIME INTEREST

BAR-B-Q Cooking

Revised 8-12-87

01407 0038

AS PER ORIGINAL

U.S. MILITARY

BRANCH OF SERVICE	FROM (MO./YR.)	TO (MO./YR.)	RANK OF ENTRY	RANK OF DISCHARGE
USAF	Nov 56	Aug 65	E-1	E-4

WHAT KIND OF DUTY (ESPECIALLY IF TECHNICAL IN NATURE)? Admin Specialist - Radar Operator

WHAT SPECIALIZED TRAINING DID YOU RECEIVE? Radar School

IF DISCHARGE WAS DISHONORABLE, PLEASE GIVE DETAILS

If you are a disabled veteran or have a physical or mental handicap and are scheduled for a personal interview, you are invited to volunteer this information to the employment representative at the time of the interview. You may also provide information on the skills and/or procedures you use or intend to use to perform the job for which you are applying and the nature and type of accomodations which you feel an employer may need to make in order to enable you to perform the job in a proper and safe manner. This information will be treated as confidential. Failure to provide this information will not jeopardize or adversely affect any consideration you may receive for employment.

EMPLOYMENT

Give employment record for last 10 years, starting with your present or last employer. Include summer employment. If space is insufficient, list on separate page or attach resume.) For any unemployed or self employed periods, show dates and locations.

DATE - FROM & TO (MONTH / YEAR)	EMPLOYER'S NAME & ADDRESS - CITY & STATE	POSITION - SALARY	GIVE SPECIFIC REASON FOR LEAVING
FR Nov 88 TO Present	NAME PRESENT OR LAST EMPLOYER [redacted] ADDRESS & TELEPHONE NUMBER 500 Industrial Rd, Stafford, Tx 240-1611 NAME OF SUPERVISOR Claud Perkins	Industrial Painter 8.50 per Hr	STILL Employed
FR Apr 87 TO Nov 88	NAME-PRIOR EMPLOYER [redacted] ADDRESS & TELEPHONE NUMBER 5300 Memorial Houston-863-1965 NAME OF SUPERVISOR Paul Foley	Security Officer 6.00 per Hr	TO TAKE Better Job at BAYLORCO
FR Oct 86 TO JAN 87	NAME-PRIOR EMPLOYER C.P.P. Security Service ADDRESS & TELEPHONE NUMBER 2315 S/W Fwy Houston-863-1965 NAME OF SUPERVISOR Capt. Larry McCall	Security Officer 6.00 per Hr.	Reduction IN Force Lay-off
FR 04/83 TO Aug 86	NAME-PRIOR EMPLOYER Gulfland Title Co. ADDRESS & TELEPHONE NUMBER 1605 Parkway Blvd. Sugarland-494-9011 NAME OF SUPERVISOR Jeannie Williams	Courier Driver	Reduction In Force Lay-off

HAVE YOU EVER FILLED OUT AN APPLICATION HERE BEFORE?	(YES)	NO
HAVE YOU EVER BEEN EMPLOYED BY FORT BEND COUNTY BEFORE?	YES	(NO)
IF YES IN WHAT DEPARTMENT WERE YOU EMPLOYED?		
ARE YOU ON LAY-OFF AND SUBJECT TO RECALL?	~~YES~~	(NO)
CAN YOU TRAVEL IF THE JOB REQUIRES IT?	(YES)	NO
HAVE YOU PHYSICAL DEFECTS WHICH PRECLUDE YOU FROM PERFORMING CERTAIN JOBS?	YES	(NO)

IF YES DESCRIBE

REFERENCES

Give names of three persons to whom you are not related and by whom you have not been employed. These people should have known you for several years.

NAME-INITIALS LAST NAME	ADDRESS-STREET, CITY, STATE, ZIP CODE	OCCUPATION & PHONE NO.	YEARS OF ACQUAINT
A. Sidney Pastor	Rt #1, Box 146A, Beasley, TX 77417	School Principal-387-2747	10
B. Charles Spangberry	1621 - Blumbelow, Rosenberg, TX-77471	Machinist-342-8629	3
C. Eddie G. Wzel	410 S. 6th St, Beasley, TX 77417	Security Officer-387-2425	10

Give names of relatives, including those by marriage, in the employ of Fort Bend County.

NAME	TYPE OF WORK	LOCATION & PHONE #	RELATIONSHIP
A. None			
B.			

Names of our employees you know best.

NAME	LOCATION	NAME	LOCATION
A. Joe Soto	Sot-County Jail	B. Charles Spangberry	Pct #1-Constable D.

ADDL. INFORMATION

Have you been convicted under any criminal law within the past 5 years (excluding minor traffic violations)? ☐ Yes - Give details ☑ No

May we call your present employer?	NOW	LATER
	☑ YES ☐ NO	☐ YES ☐ NO

I authorize investigation of all statements contained in this application for employment. I understand that misrepresentation or omission of facts call for hereon will be sufficient cause for cancellation of consideration of employment or dismissal from the county's service if I have been employed. I understand that employment is subject to a physical examination in which my health is found to be satisfactory to the County. I understand that if I am employed evidence of U.S. citizenship or U.S. resident status and a birth certificate or other evidence of date of birth may be required. I understand that if employed, I will be on probation for the first eighty-nine days of my employment and I will be retained as a full time employee only if my performance during the probation period is satisfactory.

As an employee of Fort Bend County, you have the right to terminate your employment at any time. Fort Bend County retains the same right to terminate your employment, regardless of any other documents, oral or written statements issued by Fort Bend County or its representatives.

SIGNATURE [signature] DATE SIGNED 3-15-89

This is to inform you that as part of our procedure for processing your application it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living, whichever may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of all the information [illegible] the nature and scope of the investigation.

4/19/89

0038

AS PER ORIGINAL

01408

LIDRRMSK .
SEARCH ON 02716415
FISHER,MEL GRAEME
WHITE M 022839 6-00 170 BROWN BROWN
RT 1 BOX 260 BEASLEY 77417
DL 02716415 REST CLASS CM EXP DATE 022892
CURRENT STATUS
CLEAR
[redacted]
[redacted] WRONG SIDE OF ROAD FORT BEND CO
[redacted] SPEEDING FORT BEND CO No TICKET as of 4/19/89
*** NO WARRANT RECORD ***
END OF MSG

D.L. SUSPENDED FOR
6 mths in '63

NL01RMSK 1207.NO RECORD TCIC
NAM/FISHER,M

1L01RMSK 1207
TX07900K0
NO NCIC WANT DOB/022839 NAM/FISHER,MEL GRAEME SEX/M RAC/W

TX07900K0

SETCIC RESPONSE ON NAM/FISHER, MEL GRAEME RAC/W SEX/M DOB/022839
** NO HITS **

#9

0038

01409

AS PER ORIGINAL

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

March 21, 1989

Mr. Ray Breeding
Constable Precinct Two
P.O. Box 482
Needville, Tx 77461

Dear Constable Breeding:

I have finished my background and work history checks on Mr. Isaac A. Bosley, Richard Beary, Purnell Taylor, [redacted] Romano and Roland Griffin and I have no problem with them going to work for you in your department.

Sincerely,

Richard Selleh by DT
Richard Selleh
Personnel Director
Fort Bend County

cc: Commissioner Ben Denham
County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Alton Pressley
Commissioner Bob Lutts

RECEIVED
FORT BEND COUNTY
CONSTABLE #2
1989 MAR 27 PM 1:15

OATH OF OFFICE
(COUNTY JUDGE and COUNTY COMMISSIONER)

01410

"I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____, of _____ County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and I furthermore solemnly swear (or affirm), that I will not be, directly or indirectly, interested in any contract with, or claim against the County, except such warrants as may issue to me as fees of office. So help me God."

(Signed) _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19___.

_____

SEAL

_____ County, Texas.

OATH OF OFFICE
(GENERAL)

"I, Brett James Romano, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Deputy Constable, of Fort Bend County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God."

(Signed) Brett J. Romano

Sworn to and subscribed before me at Stafford, _____, Texas, this 4 day of May, 19 89

Diane Rafil

SEAL

Fort Bend County, Texas.

THE STATE OF TEXAS
County of _____ } ss.

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date _____, 19___

_____ County Judge,

_____ Clerk, _____ County, Texas

County Court _____ County.

0038

7—B—011

01411

TX 411642

AS PER ORIGINAL

Merchants BONDING CO. — Mutual —

6000 N. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752-4497

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, Brett James Romano, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Constable Precinct 2, his successors in office, in the sum of[2] Two Thousand andNO 100---------- ($ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than $10,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 4 day of May, 19 89, duly Appointed (Elected - Appointed) to the office of Deputy Constable in and for[3] Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as Deputy Constable aforsaid, and shall[4] then this obligation to be void, otherwise to remain in full force and effect.

Dated this 4 day of May, 19 89.

Principal

MERCHANTS BONDING CO. (Mutual)
By
Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss.

Before me, Diane Reifel on this day personally appeared Brett James Romano known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Stafford, Texas

this 4 day of May, 19 89.

SEAL

Fort Bend County, Texas.

273—CP—1000

Merchants BONDING CO. — Mutual —

OFFICIAL BOND AND OATH

Brett J. Romano
Principal

As Deputy Constable
Official Title

of Fort Bend County

Filed the _____ day of

_____, 19____

at _____ o'clock ____M.

_____ Clerk.

County Court _____ County, Texas.

01412

0038

AS PER ORIGINAL

THE STATE OF TEXAS

County of _____ } ss.

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, 19 with its certificates of authentication, was filed for record in my office the _____ day of _____, 19____ at _____ o'clock _____ M., and duly recorded the _____ day of _____, 19____ at _____ o'clock _____ M., in the Records of Official Bonds of said County, in Vol. _____ on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk.

By _____ Deputy. County Court _____ County.

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Art. of Statutes	4. CONDITIONS
District Attorney	$5,000.	Governor	District Judge	323	"Will faithfully pay over, in the manner prescribed by law, all money which he may collect or which may come to his hands for the State or for any county."
County Attorney	$2,500.	Governor	Commissioner's Court	330	"That he will faithfully pay over in the manner prescribed by law all moneys which he may collect or which may come to his hands for the State or any county."
County Judge	*$1,000.-10,000.	County Treasurer	Commissioner's Court	1928 and 5998	"That he will pay over to the person or officer entitled to receive it, all moneys that may come into his hands as county judge, and that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
County Clerk	*$2,000.-10,000.	Governor	Commissioner's Court	1937	"For the safekeeping of the records and the faithful discharge of the duties of his office, and further conditioned that said clerk will pay over to his county all moneys illegally paid to him out of the county funds, as voluntary payments or otherwise."
Auditor	$5,000.	County Judge	Commissioner's Court	1649	"For the faithful performance of his duties."
County Treasurer	Fixed by the Commissioner's Court	County Judge	Commissioner's Court	1704 and 5998	"Shall faithfully execute the duties of his office and pay over according to law, all moneys which shall come into his hands as county treasurer, and render a true account thereof to said court at each regular term of said court."
District Clerk	$5,000.	Governor	Commissioner's Court	1897 and 5998	"For the faithful discharge of the duties of his office."
County School Superintendent	$1,000.	Commissioner's Court	Commissioner's Court	2689 and 5998	"Upon the faithful performance of his duties."
County Surveyor	*$500.-10,000.	Not Stated (Suggested to County Judge)	Commissioner's Court	5284 and 5998	"That he will faithfully perform the duties of his office."
Hide and Animal Inspector	*$1,000.-10,000.	County Judge	Commissioner's Court	6973	"That he shall well and truly perform the duties of his office."
Sheriff	†$5,000.-30,000.	Governor	Commissioner's Court	6866	"That he will account for and pay over to the persons authorized by law to receive the same, all fines, forfeitures and penalties that he may collect for the use of the State or any county, and that he will well and truly execute and make due return of all process and precepts to him lawfully directed, and pay over all sums of money collected by him by virtue of any such process or precepts, to the persons to whom the same are due, or their lawful attorney, and that he will faithfully perform all such duties as may be required of him by law, and further conditioned that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise."
Assessor and Collector of Taxes (County Bond)	Not less than 10% of County tax as shown by the last preceding assessment not to exceed $50,000.	County Judge	Commissioner's Court	7249	"For the faithful performance of the duties of his office as Assessor and Collector of taxes for enduring the full term for which he was elected or appointed."
County Commissioners	$3,000.	County Treasurer	County Judge	2340 and 5998	"For the faithful performance of the duties of his office, that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
Justice of the Peace	$1,000.	County Judge	Not Stated	2373 and 5998	"That he will faithfully and impartially discharge the duties required of him by law, and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office."
Constable	$500.-$1,500.	Not Stated Governor	Commissioner's Court	6881	"For the faithful performance of all the duties required of him by law."

*Sum to be fixed by the Commissioners Court within the limits prescribed by law.
†In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.
3. If precinct insert the number.
4. Conditions.

PHONE: 713-342-34[redacted]

FORT BEND COUNTY PERSONNEL [redacted]PT.
P. O. BOX 326, RICHMOND, T[redacted] 77469

01414 0038

AS PER ORIGINAL

APPLICATION FOR EMPLOYMENT

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF HANDICAP STATUS

FORT BEND COUNTY

AN EQUAL OPPORTUNITY EMPLOYER

PLEASE READ CAREFULLY. *PRINT OR TYPE/USE BLACK INK* DATE 1-8-89

PERSONAL

FULL NAME - LAST	FIRST	MIDDLE	SOCIAL SECURITY NUMBER
ROMANO	BRETT	JAMES	457-33-5183

PRESENT ADDRESS - STREET	CITY	STATE	ZIP CODE	DATE & PLACE OF BIRTH
11406 HILLCROFT	HOUSTON	TEXAS	77035	10/18/63 HOUSTON TX.

LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE: N/A

TELEPHONE: 776 8281 BUSINESS 879-4055 RESIDENCE 713-723-5568

[redacted] OF DAYS LOST FROM WORK OR SCHOOL DURING THE [redacted] MONTHS: 2 DAYS

DRIVERS LIC. NO. 09864709 TYPE CLASS C

[redacted] the employment of unauthorized aliens. All persons hired must submit satisfactory proof of employment authorization and identity within three days of being hired. Failure to submit such proof within the required time shall result in immediate employment termination.

IF NOT, WHAT IS YOUR VISA STATUS? ☐ STUDENT ☐ EXCHANGE STUDENT ☐ VISITOR

OTHER-EXPLAIN

Notification in case of Emergency | U.S. Citizen/Permanent Resident Alien ☑ YES ☐ NO | Alien Registration No.

NAME - JOE ROMANO ADDRESS 11406 HILLCROFT PHONE 713-723-5568

TYPE OF EMPLOYMENT DESIRED: ☑ FULL TIME ☐ TEMPORARY ☐ PART TIME ☐ SUMMER

SALARY EXPECTED: OPEN

DATE AVAILABLE FOR WORK: 1 WEEK AFTER CONTACT

CAN YOU: PERFORM SHIFT WORK ☑ YES ☐ NO; WORK OVERTIME (IF NECESSARY)? ☑ YES ☐ NO

JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK: POLICE OFFICER PATROL

SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE

WORK SKILLS

SPECIALIZED SKILLS (COMPLETE IF APPLICABLE TO POSITION DESIRED)

TYPING	DICTATION	OFFICE MACHINES OPERATED
N/A WPM	N/A WPM	N/A

OTHER MACHINES OPERATED	OTHER SKILLS

FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE.

	FLUENTLY	GOOD	FAIR	POOR
SPEAK	N/A			
READ				
WRITE				

EDUCATION

NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED	NUMBER OF YEARS COMPLETED	GRADUATION DATE (MO/YR)
WESTBURY SR. High	12	1/83

NAME & LOCATION OF COLLEGE/ TRADE OR BUSINESS SCHOOL	DATE (MO/YR) FROM	TO	FIELD OF STUDY MAJOR	MINOR	GRADUATION DEGREE	DATE MO/YR
XXXXXXXXXXXXXXXXXXXXXXXXXXXX						
N/A						

HIGHER QUARTER OF CLASS IN WHICH YOU STOOD → IN HIGH SCHOOL: ☐ TOP ☑ 2ND ☐ 3RD ☐ LAST; IN COLLEGE/TRADE OR BUSINESS SCHOOL: ☐ TOP ☐ 2ND ☐ 3RD ☐ LAST

ACTIVITIES

LIST SPECIAL ACADEMIC HONORS AND SOCIETIES, SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH INDICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN)

N/A

SUBJECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER: N/A

HOBBIES/LEISURE TIME INTEREST: Playing BASEBALL, Fishing

Revised 8-12-87

AS PER ORIGINAL

U.S. MIL.

BRANCH OF SERVICE	FROM (MO/YR)	TO (MO/YR)	RANK OF ENTRY	RANK OF DISCHARGE
N/A				

WHAT KIND OF DUTY (ESPECIALLY IF TECHNICAL IN NATURE)? | WHAT SPECIALIZED TRAINING DID YOU RECEIVE?

IF DISCHARGE WAS DISHONORABLE PLEASE GIVE DETAILS

01415

If you are a disabled veteran or have a physical or mental handicap and are scheduled for a personal interview, you are invited to volunteer this information to the employment representative at the time of the interview. You may also provide information on the skills and/or procedures you use or intend to use to perform the job for which you are applying and the nature and type of accommodation which you feel an employer may need to make in order to enable you to perform the job in a proper and safe manner. This information will be treated as confidential. Failure to provide this information will not jeopardize or adversely affect any consideration you may receive for employment.

EMPLOYMENT

Give employment record for last 10 years, starting with your present or last employer. Include summer employment. If space is insufficient, list on separate page or attach resume. For any unemployed or self employed periods, show dates and locations.

	DATE FROM & TO: MONTH	YEAR	EMPLOYER'S NAME & ADDRESS - CITY & STATE	POSITION - SALARY	GIVE SPECIFIC REASON FOR LEAVING
FR	5	80	NAME PRESENT OR LAST EMPLOYER: SIM ROSS TIRES	MANAGER + MECHANIC $1700 MO.	
			ADDRESS & TELEPHONE NUMBER: 2919 MURPHY RD. 879-4055		
TO	PRESENT		NAME OF SUPERVISOR: LARRY AYERS		STILL WORKING
FR	10	88	NAME PRIOR EMPLOYER: KENDLETON POLICE DEP.	POLICE OFFICER PATROL DIV.	
			ADDRESS & TELEPHONE NUMBER: P.O. BOX 718 K. TEX. 713-342-5946		
TO	PRESENT		NAME OF SUPERVISOR: SGT. WALLWYN		STILL WORKING.
FR			NAME PRIOR EMPLOYER		
			ADDRESS & TELEPHONE NUMBER		
TO			NAME OF SUPERVISOR		
FR			NAME PRIOR EMPLOYER		
			ADDRESS & TELEPHONE NUMBER		
TO			NAME OF SUPERVISOR		

HAVE YOU EVER FILLED OUT AN APPLICATION HERE BEFORE?	YES	(NO)
HAVE YOU EVER BEEN EMPLOYED BY FORT BEND COUNTY BEFORE?	YES	(NO)
IF YES IN WHAT DEPARTMENT WERE YOU EMPLOYED?		
ARE YOU ON LAY-OFF AND SUBJECT TO RECALL?	YES	(NO)
CAN YOU TRAVEL IF THE JOB REQUIRES IT?	(YES)	NO
HAVE YOU PHYSICAL DEFECTS WHICH PRECLUDE YOU FROM PERFORMING CERTAIN JOBS?	YES	(NO)

IF YES DESCRIBE _____

REFERENCES

Give names of three persons to whom we may refer and who know you well. Do not include former employers. These people should have known you for several years.

	NAME: INITIALS	LAST NAME	ADDRESS - STREET CITY STATE ZIP	OCCUPATION & BUSINESS Phone No.	YEARS OF ACQUAINT
A	FRED	KORGE	5750 STILLBROOK Houston TX 77096	SELF EMPLOYED 972-1600	15 YRS
B	RANDY	PARISH	5858 DRYAD HOU. TX. 77035	SCHOOL STUDENT COLLEGE 721-0508	8 YRS
C	TERRY	YARBROUGH	6026 BENNING HOU. TX. 77096	SELF EMPLOYED 729-3181	8 YRS

Give names of any relatives, including those by marriage, in the employ of Fort Bend County.

	NAME	TYPE OF WORK	LOCATION & Phone #	RELATIONSHIP
A	N/A			
B	N/A			

Names of our employees you know or of

	NAME	LOCATION	NAME	LOCATION
A	N/A		B	

ADD'L INFORMATION

Have you been convicted under any criminal law within the past 5 years (excluding minor traffic violations)? ☒ No ☐ Yes - Give details

May we call your present employer?	NOW	LATER	
	☑ YES ☐ NO	☐ YES ☐ NO	☐ NO ☐ YES - WITH WHOM?

I authorize investigation of all statements contained in this application for employment. I understand that misrepresentation or omission of facts call for hereon will be sufficient cause for cancellation of consideration for employment or dismissal from the county's service if I have been employed. I understand that employment is subject to a physical examination in which my health is found to be satisfactory to the County. I understand that if I am employed evidence of U.S. citizenship or U.S. resident status and a birth certificate or other evidence of date of birth may be required.

I understand that if employed, I am [illegible] for the first eighty five days of my employment and I will be retained as a full time employee only if [illegible] during the probation period is satisfactory.

As an employee of Fort Bend [illegible] have the right to terminate your employment at any time. Fort Bend County retains the same right to terminate [illegible], regardless of any other documents, oral or written statements issued by Fort Bend County or its representatives.

SIGNATURE Beth L. Romano 1-11-89 DATE SIGNED

This is to inform you that as part of our [illegible] application this understood that an investigative report may be made whereby information is obtained through personal interviews with third persons. This report includes information as to your character, general reputation, personal characteristics and mode of living whichever may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

AS PER ORIGINAL 0038

01116

County of Fort Bend

DATE: 1-8-89

TO ALL APPLICANTS: Please complete this form and submit it with your application. The following information is being gathered by Fort Bend County Department of Personnel for research and federal Equal Employment Opportunity reporting requirements only. Information on this form will not be used to make any employment decisions which effects you. This form is confidential and will be kept for statistical use only.

NAME: BRETT JAMES ROMANO

SEX : ✓ Male

: _____ Female

Position applied for: Police officer

Ethnic Category: (Check One)

A. ✓ White (not of hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, the Middle East, or the Indian subcontinent.

B. _____ Black (not of hispanic origin) : All persons having origins in any of the black racial groups.

C. _____ Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or Spanish culture or origin, regardless of race.

D. _____ Asian or Pacific Islanders: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

E. ____ American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America.

1207

EMBRACE
1207

AS PER ORIGINAL
0038
01417

DATE 2/22/89
CRIMINAL HISTORY ON THIS SUBJECT IS HELD IN THE COMMUNICATION CCH FILE. IF UNCLAIMED IN 5 DAYS THE HISTORY WILL BE DESTROYED

NL01RMSI .NO RECORD TCIC
NAM/ROMANO,B
OUTPUT MSG 021, FROM TIC# FOR RMSI 02/22/89 17:55

2

LIDRRMSI .
SEARCH ON ROMANO,BRETT JAMES,101863
[redacted]
WHITE M 101863 5-06 135 BROWN BROWN
11406 HILLCROFT HOUSTON 77035
DL 09864709 REST CLASS C EXP DATE 101889
CURRENT STATUS
CLEAR
040285 SPEEDING HOUSTON
*** NO WARRANT RECORD ***
END OF MSG
OUTPUT MSG 022, FROM TIC# FOR RMSI 02/22/89 17:55

NL01RMSI
TX0790010
NO NCIC WANT DOB/101863 NAM/ROMANO,BRETT JAMES SEX/M RAC/W
OUTPUT MSG 023, FROM NIC# FOR RMSI 02/22/89 17:55

TX0790010

DETAIL RESPONSE ON NAM/ROMANO, BRETT JAMES RAC/W SEX/M DOB/101863
** NO HITS **
OUTPUT MSG 024, FROM SET FOR RMSI 02/22/89 17:58

#9

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 341-8619

RECEIVED
FORT BEND COUNTY
CONSTABLE #2
1989 MAR 29 PM 3:18

0038

01418

AS PER ORIGINAL

March 28, 1989

Mr. Ray Breeding
Constable Precinct Two
8221 Main Street
Needville, Tx 77461

Dear Constable Breeding:

I have completed my background and work history checks on Mr. Joseph M. Majera, Mr. Rickie M. Blacklock and Mr. Mel Graeme and I have no problem with them going to work for you.

Sincerely,

Richard Selleh by RT

Richard Selleh
Personnel Director
Fort Bend County

cc: Commissioner Ben Denham
County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Alton Pressley
Commissioner Bob Lutts

OATH OF OFFICE
(COUNTY JUDGE and COUNTY COMMISSIONER)

"I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____, of _____ County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and I furthermore solemnly swear (or affirm), that I will not be, directly or indirectly, interested in any contract with, or claim against the County, except such warrants as may issue to me as fees of office. So help me God."

(Signed) _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19___.

_____

SEAL

_____ County, Texas.

OATH OF OFFICE
(GENERAL)

"I, Joseph H. Najera, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Reserve Deputy, of Fort Bend County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God."

(Signed) Joseph H. Najera

Sworn to and subscribed before me at Stafford, Texas, this 3 day of May, 1989.

Diane Reifel

SEAL

Fort Bend County, Texas.

THE STATE OF TEXAS
County of _____ } ss.

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date _____, 19___

_____ County Judge,

_____ Clerk, _____ County, Texas

County Court _____ County.

01420

AS PER ORIGINAL

Merchants BONDING CO. — Mutual —

TX 411408

6000 N. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752-4497

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, Joseph H. Najera, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Constable Precinct 2, his successors in office, in the sum of[2] Two thousand and NO/100---------- ($ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than $10,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 3 day of May, 1989, duly Appointed (Elected - Appointed) to the office of Reserve Deputy in and for[3] Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as Reserve Deputy aforesaid, and shall[4] then this obligation to be void, otherwise to remain in full force and effect.

Dated this 3 day of May, 1989.

Joseph H. Najera
Principal

MERCHANTS BONDING CO. (Mutual)
By [signature]
Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss.

Before me, Diane Reifel on this day personally appeared Joseph H. Najera known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Stafford, Texas this 3 day of May, 1989.

Diane Reifel
Fort Bend County, Texas.

SEAL

Merchants BONDING CO. — Mutual —

OFFICIAL BOND AND OATH

Joseph H. Najera
Principal

As Reserve Deputy
Official Title

of Fort Bend County, Texas

Filed the _____ day of

_____, 19____

at _____ o'clock ____M.

_____ Clerk.

County Court _____ County, Texas.

0038
01421

THE STATE OF TEXAS
County of _____ } ss.

0038
01422

AS PER ORIGINAL

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, 19 with its certificates of authentication, was filed for record in my office the _____ day of _____, 19____ at _____ o'clock _____ M., and duly recorded the _____ day of _____, 19____ at _____ o'clock _____ M., in the Records of Official Bonds of said County, in Vol. _____ on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk.

By _____ Deputy. County Court _____ County.

OFFICIAL BOND REQUIREMENTS

OFFICIAL	3. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Art. of Statutes	4. CONDITIONS
District Attorney	$5,000.	Governor	District Judge	323	"Will faithfully pay over, in the manner prescribed by law, all money which he may collect or which may come to his hands for the State or for any county."
County Attorney	$2,500.	Governor	Commissioner's Court	330	"That he will faithfully pay over in the manner prescribed by law all moneys which he may collect or which may come to his hands for the State or any county."
County Judge	*$1,000.-10,000.	County Treasurer	Commissioner's Court	1928 and 5998	"That he will pay over to the person or officer entitled to receive it, all moneys that may come into his hands as county judge, and that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
County Clerk	*$2,000.-10,000.	Governor	Commissioner's Court	1937	"For the safekeeping of the records and the faithful discharge of the duties of his office, and further conditioned that said clerk will pay over to his county all moneys illegally paid to him out of the county funds, as voluntary payments or otherwise."
Auditor	$5,000.	County Judge	Commissioner's Court	1649	"For the faithful performance of his duties."
County Treasurer	Fixed by the Commissioner's Court	County Judge	Commissioner's Court	1704 and 5998	"Shall faithfully execute the duties of his office and pay over according to law, all moneys which shall come into his hands as county treasurer, and render a true account thereof to said court at each regular term of said court."
District Clerk	$5,000.	Governor	Commissioner's Court	1897 and 5998	"For the faithful discharge of the duties of his office."
County School Superintendent	$1,000.	Commissioner's Court	Commissioner's Court	2689 and 5998	"Upon the faithful performance of his duties."
County Surveyor	*$500.-10,000.	Not Stated (Suggested to County Judge)	Commissioner's Court	5284 and 5998	"That he will faithfully perform the duties of his office."
Hide and Animal Inspector	*$1,000.-10,000.	County Judge	Commissioner's Court	6973	"That he shall well and truly perform the duties of his office."
Sheriff	†$5,000.-30,000.	Governor	Commissioner's Court	6866	"That he will account for and pay over to the persons authorized by law to receive the same, all fines, forfeitures and penalties that he may collect for the use of the State or any county, and that he will well and truly execute and make due return of all process and precepts to him lawfully directed, and pay over all sums of money collected by him by virtue of any such process or precepts, to the persons to whom the same are due, or their lawful attorney, and that he will faithfully perform all such duties as may be required of him by law, and further conditioned that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise."
Assessor and Collector of Taxes (County Bond)	Not less than 10% of County tax as shown by the last preceding assessment not to exceed $50,000.	County Judge	Commissioner's Court	7249	"For the faithful performance of the duties of his office as Assessor and Collector of taxes for enduring the full term for which he was elected or appointed."
County Commissioners	$3,000.	County Treasurer	County Judge	2340 and 5998	"For the faithful performance of the duties of his office, that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
Justice of the Peace	$1,000.	County Judge	Not Stated	2373 and 5998	"That he will faithfully and impartially discharge the duties required of him by law, and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office."
Constable	$500.-$1,500.	Not Stated Governor	Commissioner's Court	6881	"For the faithful performance of all the duties required of him by law."

*Sum to be fixed by the Commissioners Court within the limits prescribed by law.
†In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.
3. If precinct insert the number.
4. Conditions.

FORT BEND COUNTY PERSONNEL DEPT.
P.O. BOX 326, RICHMOND, TEXAS 77469
PHONE: 713-341-8617

AS PER ORIGINAL

Fort Bend County is an equal opportunity employer and does not discriminate on the basis of handicap status.

APPLICATION FOR EMPLOYMENT

0038

01423

PLEASE READ CAREFULLY *PRINT OR TYPE/USE BLACK INK* *DATE*

PERSONAL

FULL NAME - LAST / FIRST / MIDDLE: Najera, Joseph Humberto

SOCIAL SECURITY NUMBER: 464-78-0064

PRESENT ADDRESS-STREET / CITY / STATE / ZIP CODE: 5650 Timber Creek Place Dr. Apt# 2216

DATE & PLACE OF BIRTH: 1-12-50 Kingsville, Tx

LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE: 906 Greens Road Apt# 169 Hou. Tx

TELEPHONE: BUSINESS 354-9198 / RESIDENCE 855-7420

[redacted] DAYS LOST FROM WORK OR SCHOOL DURING LAST 12 MONTHS: None

DRIVERS LIC. NO. 06002639
TYPE: CM

Federal Law Prohibits the employment of unauthorized aliens. All persons hired must submit satisfactory proof of employment authorization and identity within three days of being hired. Failure to submit such proof within the required time shall result in immediate employment termination.

IF NOT, WHAT IS YOUR VISA STATUS? ☐ STUDENT ☐ EXCHANGE ☐ VISITOR STUDENT OTHER-EXPLAIN

Notification in case of Emergency: Maryzella Felan

U.S. CITIZEN/Permanent Resident Alien ☒ YES ☐ NO

Alien Registration No.: N/A

NAME / ADDRESS / PHONE: Maryzella Felan 5650 Timber Creek Place Dr. Apt# 2216 855-7420

TYPE OF EMPLOYMENT DESIRED: ☒ FULL TIME ☐ TEMPORARY ☐ PART TIME ☐ SUMMER

SALARY EXPECTED: Standard

DATE AVAILABLE FOR WORK: Immediately

CAN YOU: PERFORM SHIFT WORK ☒ YES ☐ NO; WORK OVERTIME ☒ YES ☐ NO (IF NECESSARY)?

JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK: Patrolman / Detective 9½ years

SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE: Dispatcher, Jailer, Patrolman 3¼ DWI Task Force, Public Speak Neighborhood Watch, Several Teccosle Classes, (Squad Leader) (Viet Nam War) 7 years - traffic Enforcement Investigating: Burglaries, Robbies 1968 Assaults / Sexual, Juvenile, Homicide

WORK SKILLS

SPECIALIZED SKILLS (COMPLETE IF APPLICABLE TO POSITION DESIRED)

TYPING: N/A

DICTATION: N/A

OFFICE MACHINES OPERATED: Assaults / Sexual, Juvenile, Homicide

OTHER MACHINES OPERATED: N/A

OTHER SKILLS: Certification Radar KR10

EDUCATION

FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE.

	FLUENTLY	GOOD	FAIR	POOR
SPEAK	Spanish	✓		
READ	" "		✓	
WRITE	" "		✓	

NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED / NAME & LOCATION OF COLLEGE/TRADE OR BUSINESS SCHOOL	NUMBER OF YEARS COMPLETED / DATE (MO/YR) FROM	TO	GRADUATION DATE (MO/YR) / FIELD OF STUDY MAJOR	MINOR	GRADUATION DEGREE	DATE MO/YR
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX						
University of Houston Downtown Campus	1979	1979	Basic		346 Hours	
North Harris College W.W. Thorne Hou.	Summer 78 - 79				38 Hours	
Lamar University Port Arthur	1983				16 Hours	

CHECK QUARTER OF CLASS IN WHICH YOU STOOD → IN HIGH SCHOOL ☐ TOP ☐ 2ND ☐ 3RD ☐ LAST GED. IN COLLEGE/TRADE OR BUSINESS SCHOOL ☐ TOP ☒ 2ND ☐ 3RD ☐ LAST North Harris College

ACTIVITIES

LIST SPECIAL ACADEMIC HONORS AND SOCIETIES: SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH INDICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN)

5 year Award Harris County Sheriff Dept. Honorable Discharge USMC

SUBJECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER: Harris Co. Acad Homicide Investigation, Street Survival, Patrol Admin

HOBBIES/LEISURE TIME INTEREST: Fishing, Golf, Hunting

Revised 8-12-87

AS PER ORIGINAL

U.S. MILITARY

BRANCH OF SERVICE	FROM (MO./YR.)	TO (MO./YR.)	RANK OF ENTRY	RANK OF DISCHARGE
USMC	July 67	Sept 69	Pvt	E-4 01421

WHAT KIND OF DUTY (ESPECIALLY IF TECHNICAL IN NATURE)? Infantry - Military Policeman

WHAT SPECIALIZED TRAINING DID YOU RECEIVE? - Riot Control - Firearms

IF DISCHARGE WAS DISHONORABLE, PLEASE GIVE DETAILS N/A

If you are a disabled veteran or have a physical or mental handicap and are scheduled for a personal interview, you are invited to volunteer this information to the employment representative at the time of the interview. You may also provide information on the skills and/or procedures you use or intend to use to perform the job for which you are applying and the nature and type of accomodations which you feel an employer may need to make in order to enable you to perform the job in a proper and safe manner. This information will be treated as confidential. Failure to provide this information will not jeopardize or adversely affect any consideration you may receive for employment.

EMPLOYMENT

Give employment record for last 10 years, starting with your present or last employer. Include summer employment. If space is insufficient, list on separate page or attach resume.) For any unemployed or self-employed periods, show dates and locations.

DATE - FROM & TO			EMPLOYER'S NAME & ADDRESS - CITY & STATE	POSITION - SALARY	GIVE SPECIFIC REASON FOR LEAVING
FR	MONTH	YEAR	NAME PRESENT OR LAST EMPLOYER Patton Village	Patrolman	[redacted]
	Sept	87	ADDRESS & TELEPHONE NUMBER P.O. 437 PD.		
TO	Present		NAME OF SUPERVISOR L.D. Broussard Jr.		
FR	November	79	NAME-PRIOR EMPLOYER Harris Co. Sheriff	Deputy	[redacted]
			ADDRESS & TELEPHONE NUMBER Jail San Jacinto		
TO	August	87	NAME OF SUPERVISOR Lt. Clubeski		
FR			NAME-PRIOR EMPLOYER Falcons Gun Point	Sales	Continuing Education
	Summer	78	ADDRESS & TELEPHONE NUMBER 120 Greens Rd	Part Time	
TO	Fall	79	NAME OF SUPERVISOR Mr. John Wilson		
FR	Dec.	72	NAME-PRIOR EMPLOYER Buffalo Glass Co	Glazier	Continuing Education Law Enforcement
			ADDRESS & TELEPHONE NUMBER 7436 Hillcroft		
TO	July	77	NAME OF SUPERVISOR L.D. Novak		

HAVE YOU EVER FILLED OUT AN APPLICATION HERE BEFORE?	YES	(NO)
HAVE YOU EVER BEEN EMPLOYED BY FORT BEND COUNTY BEFORE?	YES	(NO)
IF YES IN WHAT DEPARTMENT WERE YOU EMPLOYED?		
ARE YOU ON LAY-OFF AND SUBJECT TO RECALL?	YES	(NO)
CAN YOU TRAVEL IF THE JOB REQUIRES IT?	(YES)	NO
HAVE YOU PHYSICAL DEFECTS WHICH PRECLUDE YOU FROM PERFORMING CERTAIN JOBS?	YES	(NO)

IF YES DESCRIBE N/A

REFERENCES

Give names of three persons to whom you are not related and by whom you have not been employed. These people should have known you for several years.

	NAME-INITIALS LAST NAME	ADDRESS-STREET, CITY, STATE, ZIP CODE	OCCUPATION & PHONE NO.	YEARS OF ACQUAINT
A.	Kay M. Hodges	2534 Autumn Spring Spring Tx	Clerk. 350-3171	5yr
B.	Gabby Folan	Silvercrest Hov. Tx	Stainless Steel 6978701 931-6611	3yr
C.	Wesley LA Grand	RT3 Box 775 Splendora Tx	Councilman (713) 689-5451	1yr

Give names of relatives, including those by marriage, in the employ of Fort Bend County.

	NAME	TYPE OF WORK	LOCATION & PHONE #	RELATIONSHIP
A.	N/A			
B.				

Names of our employees you know best.

	NAME	LOCATION		NAME	LOCATION
A	L.W. Caldwell	Pct #2	B	N/A	N/A

ADDL. INFORMATION

Have you been convicted under any criminal law within the past 5 years (excluding minor traffic violations)? ☐ Yes - Give details ☒ No

May we call your present employer?	NOW	LATER
	☒ YES ☐ NO	☐ YES ☐ NO

I authorize investigation of all statements contained in this application for employment. I understand that misrepresentation or omission of facts call for hereon will be sufficient cause for cancellation of consideration of employment or dismissal from the county's service if I have been employed. I understand that employment is subject to a physical examination in which my health is found to be satisfactory to the County. I understand that if I am employed evidence of U.S. citizenship or U.S. resident status and a birth certificate or other evidence of date of birth may be required. I understand that if employed, I will be on probation for the first eighty-nine days of my employment and I will be retained as a full time employee only if my performance during the probation period is satisfactory.

As an employee of Fort Bend County, you have the right to terminate your employment at any time. Fort Bend County retains the same right to terminate your employment, regardless of any other documents, oral or written statements issued by Fort Bend County or its representatives.

SIGNATURE [signature] DATE SIGNED 3-3-89

This is to inform you that as part of our procedure for processing your application it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living, whichever may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

County of Fort Bend

DATE: 8-3-89

AS PER ORIGINAL 0038

01425

TO ALL APPLICANTS: Please complete this form and submit it with your application. The following information is being gathered by Fort Bend County Department of Personnel for research and federal Equal Employment Opportunity reporting requirements only. Information on this form will not be used to make any employment decisions which effects you. This form is confidential and will be kept for statistical use only.

NAME: Joseph H. Najera

SEX : X Male

: _____ Female

Position applied for: Patrolman / Detective

Ethnic Category: (Check One)

A. _____ White (not of hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, the Middle East, or the Indian subcontinent.

B. _____ Black (not of hispanic origin) : All persons having origins in any of the black racial groups.

C. X Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or Spanish culture or origin, regardless of race.

D. _____ Asian or Pacific Islanders: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

E. ____ American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America.

CIDRRMSZ .
SEARCH ON NAJERA,JOSEPH JUMBERTO,011250
NAJERA,JOSEPH HUMBERT
WHITE M 011250 6-00 170 BLACK BROWN
8131 D RANKIN RD HUMBLE 77338
DL 06002639 REST CLASS CM EXP DATE 011292
CURRENT STATUS
CLEAR
NO HISTORY THIS DL
*** NO WARRANT RECORD ***
END OF MSG

3038

AS PER ORIGINAL

01426

DATE 3-7-89
CRIMINAL HISTORY ON THIS SUBJECT IS KEPT IN THE COMMUNICATION CENTER FILE. IF UNCLAIMED IN 5 DAYS THE HISTORY WILL BE DESTROYED

NLOIRMSZ .NO RECORD TCIC
NAM/NAJERA,J

NLOIRMSZ
TX0790000
NO NCIC WANT DOB/011250 NAM/NAJERA,JOSEPH JUMBERTO SEX/M RAC/W

TX0790000

NCIC RESPONSE ON NAM/NAJERA, JOSEPH JUMBERTO RAC/W SEX/M DOB/011250
** NO HITS **

NLOIRMSK .NO RECORD TCIC
NCIC TX0790000.NAM/NAJERA,JOSEPH H.SEX/M.RAC/W.DOB/011250.FOR/C.REQ/DEP CONST
ATTN SE.OFR/WALKER

DATE 3-7-89
CRIMINAL HISTORY ON THIS SUBJECT IS KEPT IN THE COMMUNICATION CENTER FILE. IF UNCLAIMED IN 5 DAYS THE HISTORY WILL BE DESTROYED

NLOIRMSK
TX0790000
NO IDENTIFIABLE RECORD IN THE NCIC INTERSTATE IDENTIFICATION INDEX
(III) FOR NAM/NAJERA,JOSEPH H.SEX/M.RAC/W.DOB/011250.
NOTICE -- THIS DOES NOT PRECLUDE THE POSSIBLE EXISTENCE OF MATCHING
RECORDS IN LOCAL, STATE, OR FBI IDENTIFICATION DIVISION FILES THAT ARE

#9

0038

01427

DIANE WILSON
COUNTY CLERK

AS PER ORIGINAL

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

March 21, 1989

Mr. Ray Breeding
Constable Precinct Two
P.O. Box 482
Needville, Tx 77461

Dear Constable Breeding:

I have finished my background and work history checks on Mr. Isaac A. Bosley, Richard Beary, [redacted] Brett Romano and Roland Griffin and I have no problem with them going to work for you in your department.

Sincerely,

Richard Selleh by BT
Richard Selleh
Personnel Director
Fort Bend County

cc: Commissioner Ben Denham
County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Alton Pressley
Commissioner Bob Lutts

1989 MAR 27 PM 1:15

FORT BEND COUNTY

OATH OF OFFICE
(COUNTY JUDGE and COUNTY COMMISSIONER)

01428

"I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____, of _____ County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and I furthermore solemnly swear (or affirm), that I will not be, directly or indirectly, interested in any contract with, or claim against the County, except such warrants as may issue to me as fees of office. So help me God."

(Signed) _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19___.

_____

SEAL

_____ County, Texas.

OATH OF OFFICE
(GENERAL)

"I, Purnell Taylor, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of deputy, of Fort Bend County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God."

(Signed) _____

Sworn to and subscribed before me at Stafford, Texas, this 5th day of May, 19 89.

Diane Reifel

SEAL

Fort Bend County, Texas.

THE STATE OF TEXAS
County of _____ } ss.

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date _____, 19___

_____ County Judge,

_____ Clerk, _____ County, Texas

County Court _____ County.

AS PER ORIGINAL

Merchants BONDING CO. — Mutual —

TX 411643 01429

6000 N. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752-4197

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, Purnell Taylor, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Precinct 2 Constable, his successors in office, in the sum of[2] Two Thousand and NO/100----------($ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than $10,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 5th day of May, 1989, duly appointed (Elected - Appointed) to the office of deputy in and for[3] Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as deputy aforsaid, and shall[4] then this obligation to be void, otherwise to remain in full force and effect.

Dated this 5th day of May, 1989.

x Purnell Taylor
Principal

MERCHANTS BONDING CO. (Mutual)
By
Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss.

Before me, Diane Reifel on this day personally appeared Purnell Taylor known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Stafford, Texas

this 5th day of May, 1989.

Diane Reifel

SEAL

Fort Bend County, Texas.

273—CP—1000

Merchants BONDING CO. — Mutual —

OFFICIAL BOND AND OATH

Purnell Taylor
Principal

As Deputy
Official Title

of Fort Bend County

Filed the _____ day of

_____, 19____

at _____ o'clock ____M.

_____ Clerk.

County Court _____ County, Texas.

01430

0038

THE STATE OF TEXAS
County of _____ } ss.

AS PER ORIGINAL

0038

01431

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, 19 with its certificates of authentication, was filed for record in my office the _____ day of _____, 19____ at _____ o'clock _____ M., and duly recorded the _____ day of _____, 19____ at _____ o'clock _____ M., in the Records of Official Bonds of said County, in Vol. _____ on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk.

By _____ Deputy. County Court _____ County.

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Art. of Statutes	4. CONDITIONS
District Attorney	$5,000.	Governor	District Judge	323	"Will faithfully pay over, in the manner prescribed by law, all money which he may collect or which may come to his hands for the State or for any county."
County Attorney	$2,500.	Governor	Commissioner's Court	330	"That he will faithfully pay over in the manner prescribed by law all moneys which he may collect or which may come to his hands for the State or any county."
County Judge	*$1,000.- 10,000.	County Treasurer	Commissioner's Court	1028 and 5998	"That he will pay over to the person or officer entitled to receive it, all moneys that may come into his hands as county judge, and that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
County Clerk	*$2,000.- 10,000.	Governor	Commissioner's Court	1937	"For the safekeeping of the records and the faithful discharge of the duties of his office, and further conditioned that said clerk will pay over to his county all moneys illegally paid to him out of the county funds, as voluntary payments or otherwise."
Auditor	$5,000.	County Judge	Commissioner's Court	1649	"For the faithful performance of his duties."
County Treasurer	Fixed by the Commissioner's Court	County Judge	Commissioner's Court	1704 and 5998	"Shall faithfully execute the duties of his office and pay over according to law, all moneys which shall come into his hands as county treasurer, and render a true account thereof to said court at each regular term of said court."
District Clerk	$5,000.	Governor	Commissioner's Court	1897 and 5998	"For the faithful discharge of the duties of his office."
County School Superintendent	$1,000.	Commissioner's Court	Commissioner's Court	2689 and 5998	"Upon the faithful performance of his duties."
County Surveyor	*$500.- 10,000.	Not Stated (Suggested to County Judge)	Commissioner's Court	5284 and 5998	"That he will faithfully perform the duties of his office."
Hide and Animal Inspector	*$1,000.- 10,000.	County Judge	Commissioner's Court	6973	"That he shall well and truly perform the duties of his office."
Sheriff	†$5,000 - 30,000.	Governor	Commissioner's Court	6866	"That he will account for and pay over to the persons authorized by law to receive the same, all fines, forfeitures and penalties that he may collect for the use of the State or any county, and that he will well and truly execute and make due return of all process and precepts to him lawfully directed, and pay over all sums of money collected by him by virtue of any such process or precepts, to the persons to whom the same are due, or their lawful attorney, and that he will faithfully perform all such duties as may be required of him by law, and further conditioned that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise."
Assessor and Collector of Taxes (County Bond)	Not less than 10% of County tax as shown by the last preceding assessment not to exceed $50,000.	County Judge	Commissioner's Court	7249	"For the faithful performance of the duties of his office as Assessor and Collector of taxes for enduring the full term for which he was elected or appointed."
County Commissioners	$3,000.	County Treasurer	County Judge	2340 and 5998	"For the faithful performance of the duties of his office, that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
Justice of the Peace	$1,000.	County Judge	Not Stated	2373 and 5998	"That he will faithfully and impartially discharge the duties required of him by law, and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office."
Constable	$500.- $1,500.	Not Stated Governor	Commissioner's Court	6881	"For the faithful performance of all the duties required of him by law."

*Sum to be fixed by the Commissioners Court within the limits prescribed by law.
†In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.
3. If precinct insert the number.
4. Conditions.

ORT BEND COUNTY PERSONNEL DEPT.
P.O. BOX 326, RICHMOND, TEXAS 77469
PHONE: 713-341-8617

Fort Bend County is an equal opportunity employer and does not discriminate on the basis of handicap status.

0038

AS PER ORIGINAL

APPLICATION FOR EMPLOYMENT

01432

PLEASE READ CAREFULLY — PRINT OR TYPE/USE BLACK INK — DATE

FULL NAME - LAST	FIRST	MIDDLE	SOCIAL SECURITY NUMBER
TAYlor	PURNELL		460-47-8422

PRESENT ADDRESS-STREET	CITY	STATE	ZIP CODE	DATE & PLACE OF BIRTH
Jesten III RT. 2	Richmond	TX	77469	7-6-65

LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE
10111 Bissonnet #154
8700 Gustine #2609

TELEPHONE:
BUSINESS 277-7000
RESIDENCE 277-3540

REFERRED BY: Called

NO. OF DAYS LOST FROM WORK OR SCHOOL DURING THE PAST 12 MONTHS:

DRIVERS LIC. NO. 12738711
TYPE Class C

Federal Law Prohibits the employment of unauthorized aliens. All persons hired must submit satisfactory proof of employment authorization and identity within three days of being hired. Failure to submit such proof within the required time shall result in immediate employment termination.

IF NOT, WHAT IS YOUR VISA STATUS?
☐ STUDENT ☐ EXCHANGE STUDENT ☐ VISITOR
OTHER-EXPLAIN

Notification in case of Emergency

U.S. CITIZEN/Permanent Resident Alien ☒ YES ☐ NO

Alien Registration No.

NAME	ADDRESS	PHONE
SAMUEL TAYlor	12302 VANDIteath	561-0861

TYPE OF EMPLOYMENT DESIRED	SALARY EXPECTED	DATE AVAILABLE FOR WORK
☒ FULL TIME ☐ TEMPORARY ☒ PART TIME ☐ SUMMER		ALL off DAYS

CAN YOU:
PERFORM SHIFT WORK ☒ YES ☐ NO
WORK OVERTIME (IF NECESSARY)? ☒ YES ☐ NO

JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK
Reserve DePUTY CONSTABLE 11/18/89

SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE
Reserve Peace officer certification

SPECIALIZED SKILLS (COMPLETE IF APPLICABLE TO POSITION DESIRED)

TYPING	DICTATION	OFFICE MACHINES OPERATED

OTHER MACHINES OPERATED	OTHER SKILLS
N/A	

FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE.

	FLUENTLY	GOOD	FAIR	POOR
SPEAK				
READ	N/A			
WRITE				

NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED: Houston Community College (Night School)
NUMBER OF YEARS COMPLETED: 1 YR
GRADUATION DATE (MO/YR): 4-20-89

NAME & LOCATION OF COLLEGE/TRADE OR BUSINESS SCHOOL	DATE (MO/YR)		FIELD OF STUDY		GRADUATION	
University of Houston Downtown	AUG-23-88	-OCT-17-88	Reserve Peace officer certification		OCT. 17, 88	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	FROM	TO	MAJOR	MINOR	DEGREE	DATE MO/YR

CHECK QUARTER OF CLASS IN WHICH YOU STOOD →
IN HIGH SCHOOL: ☐ TOP ☐ 2ND ☒ 3RD ☐ LAST
IN COLLEGE/TRADE OR BUSINESS SCHOOL: ☐ TOP ☐ 2ND ☒ 3RD ☐ LAST

LIST SPECIAL ACADEMIC HONORS AND SOCIETIES: SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH INDICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN)

SUBJECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER

HOBBIES/LEISURE TIME INTEREST
Weight lifting

Revised 8-12-87

0038

BRANCH OF SERVICE	FROM (MO./YR.)	TO (MO./YR.)	RANK OF ENTRY	RANK OF DISCHARGE

WHAT KIND OF DUTY (ESPECIALLY IF TECHNICAL IN NATURE)? | WHAT SPECIALIZED TRAINING DID YOU RECEIVE?

01433

AS PER ORIGINAL

IF DISCHARGE WAS DISHONORABLE, PLEASE GIVE DETAILS

If you are a disabled veteran or have a physical or mental handicap and are scheduled for a personal interview, you are invited to volunteer this information to the employment representative at the time of the interview. You may also provide information on the skills and/or procedures you use or intend to use to perform the job for which you are applying and the nature and type of accomodations which you feel an employer may need to make in order to enable you to perform the job in a proper and safe manner. This information will be treated as confidential. Failure to provide this information will not jeopardize or adversely affect any consideration you may receive for employment.

Give employment record for last 10 years, starting with your present or last employer. Include summer employment. If space is insufficient, list on separate page or attach resume. For any unemployed or self-employed periods, show dates and locations.

DATE - FROM & TO	MONTH	YEAR	EMPLOYER'S NAME & ADDRESS - CITY & STATE	POSITION - SALARY	GIVE SPECIFIC REASON FOR LEAVING
FR	2-3	85	NAME PRESENT OR LAST EMPLOYER: Texas Dept. of Correction ADDRESS & TELEPHONE NUMBER: Jester III F.T. 2 NAME OF SUPERVISOR: Lt. Arnold	Correction officer 21,000 yr.	still their
TO					
FR	Sept	84	NAME-PRIOR EMPLOYER: Wilson Jewelen ADDRESS & TELEPHONE NUMBER: 144 Gulf gate mall NAME OF SUPERVISOR: Frank	Electronics Salemen 5 hr	Lay-off
TO	Jan	85			
FR	May	80	NAME-PRIOR EMPLOYER: Church's chicken ADDRESS & TELEPHONE NUMBER: 9201 Cullen NAME OF SUPERVISOR: Kline	Cook	school started
TO	Sept	80			
FR	May	80	NAME-PRIOR EMPLOYER: A R A Food ADDRESS & TELEPHONE NUMBER: 6803 Windwood NAME OF SUPERVISOR	Vender	School started
TO	Sept	80			

HAVE YOU EVER FILLED OUT AN APPLICATION HERE BEFORE? YES (NO)
HAVE YOU EVER BEEN EMPLOYED BY FORT BEND COUNTY BEFORE? YES (NO)
IF YES IN WHAT DEPARTMENT WERE YOU EMPLOYED?
ARE YOU ON LAY-OFF AND SUBJECT TO RECALL? YES (NO)
CAN YOU TRAVEL IF THE JOB REQUIRES IT? (YES) NO
HAVE YOU PHYSICAL DEFECTS WHICH PRECLUDE YOU FROM PERFORMING CERTAIN JOBS? YES (NO)
IF YES DESCRIBE

REFERENCES

Give names of three persons to whom you are not related and by whom you have not been employed. These people should have known you for several years.

	NAME-INITIALS	LAST NAME	ADDRESS-STREET, CITY, STATE, ZIP CODE	OCCUPATION & PHONE NO.	YEARS OF ACQUAINT
A	Sheryl	Holmes	9255 Roark #409 Hou Tx	Deputy Constable H-270-8990 N-741-5827	2
B	Carolyn	Duplechin	1207 Bellaire #903 Hou Tx	Nurse R.N. H-495-7140	2 1/2
C	Wendie	Davis	881 Meadowview Hou Tx	Sales Person 591-2514	4

Give names of relatives, including those by marriage, in the employ of Fort Bend County.

	NAME	TYPE OF WORK	LOCATION & PHONE #	RELATIONSHIP
A	N/A	N/A		
B				

Names of our employees you know best

	NAME	LOCATION		NAME	LOCATION
A			B		

INFORMATION

Have you been convicted under any criminal law within the past 5 years (excluding minor traffic violations)? ☐ Yes - Give details ☒ No

May we call your present employer?	NOW	LATER
	☒ YES ☐ NO	☒ YES ☐ NO

I authorize investigation of all statements contained in this application for employment. I understand that misrepresentation or omission of facts call for hereon will be sufficient cause for cancellation of consideration of employment or dismissal from the county's service if I have been employed. I understand that employment is subject to a physical examination in which my health is found to be satisfactory to the County. I understand that if I am employed evidence of U.S. citizenship or U.S. resident status and a birth certificate or other evidence of date of birth may be required. I understand that if employed, I will be on probation for the first eighty-nine days of my employment and I will be retained as a full time employee only if my performance during the probation period is satisfactory.
As an employee of Fort Bend County, you have the right to terminate your employment at any time. Fort Bend County retains the same right to terminate your employment, regardless of any other documents, oral or written statements issued by Fort Bend County or its representatives.

SIGNATURE [signature] DATE SIGNED 2-3-89

This is to inform you that as part of our procedure for processing your application it is understood that an investigative report may be made whereby information is obtained through personal interviews with this parties. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living whichever may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

0038

01434

AS PER ORIGINAL

County of Fort Bend

DATE: Feb-3-79

TO ALL APPLICANTS: Please complete this form and submit it with your application. The following information is being gathered by Fort Bend County Department of Personnel for research and federal Equal Employment Opportunity reporting requirements only. Information on this form will not be used to make any employment decisions which effects you. This form is confidential and will be kept for statistical use only.

NAME: Purnell TAYlor

SEX : ✓ Male

: _____ Female

Position applied for: Deputy Constable ~~Reserve~~ ~~Pct. 2~~

Ethnic Category: (Check One)

A. _____ White (not of hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, the Middle East, or the Indian subcontinent.

B. ✓ Black (not of hispanic origin) : All persons having origins in any of the black racial groups.

C. _____ Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or Spanish culture or origin, regardless of race.

D. _____ Asian or Pacific Islanders: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

E. ____ American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America.

LIDRRMSK .
SEARCH ON 12738711
TAYLOR,PURNELL
BLACK M 070665 5-06 200 BROWN BROWN
8700 GUSTINE 2609 HOUSTON 77031
DL 12738711 REST CLASS C EXP DATE 070692
CURRENT STATUS
CLEAR
[redacted]
041486 DRIVING SAFETY COURSE SEC. 143A (A)(2) ANGLETON
[redacted]
*** NO WARRANT RECORD ***
END OF MSG

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AS PER ORIGINAL

NL01RMSK 1207.NO RECORD TCIC
NAM/TAYLOR,P

1L01RMSK 1207
TX07900K0
NO NCIC WANT DOB/070665 NAM/TAYLOR,PURNELL SEX/M RAC/B

TX07900K0

SETCIC RESPONSE ON NAM/TAYLOR, PURNELL RAC/B SEX/M DOB/070665
** NO HITS **

NL01RMSK .NO RECORD TCIC
QH.TX07900000.NAM/TAYLOR,PURNELL.SEX/M.RAC/B.DOB/070665.PUR/C.REQ/LT
EMBREE/CONSTABLE PCT 2.OPR/MURILLO

NL01RMSK
TX07900000
NO IDENTIFIABLE RECORD IN THE NCIC INTERSTATE IDENTIFICATION INDEX
(III) FOR NAM/TAYLOR,PURNELL.SEX/M.RAC/B.DOB/070665.
NOTICE -- THIS DOES NOT PRECLUDE THE POSSIBLE EXISTENCE OF MATCHING
RECORDS IN LOCAL, STATE, OR FBI IDENTIFICATION DIVISION FILES THAT ARE
NOT INDEXED IN THE NCIC III. IF YOU DESIRE A SEARCH OF THE FBI
IDENTIFICATION DIVISION FILES, A FINGERPRINT CARD SHOULD BE SUBMITTED.
END

11. CONSIDER RESOLUTION REQUESTING FEDERAL ASSISTANCE WITH FLOOD CONTROL ON THE SAN BERNARD RIVER:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve Resolution in support of the Federal Assistance with Flood Control on the San Bernard River in Fort Bend County together with Colorado County, Wharton, Brazoria and Austin Counties. (Recorded in minutes in full)

12. CONSIDER REDUCING SUGARLAND PROPERTIES LETTER OF CREDIT NO. S115642 IN THE AMOUNT OF $169,376.09 (CONSTRUCTION BOND) TO $51,525 (MAINTENANCE BOND):

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reduce Sugarland Properties Letter of Credit No. S115642 in the amount of $169,376.09 (construction bond) to $51,525 (maintenance bond). (Recorded in minutes in full)

13. SET PUBLIC HEARING FOR ABANDONMENT OF A PORTION OF BELTZ ROAD (AT HWY. 6, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to set public hearing for June 5 at 10:00 a.m. to consider abandonment of a portion of Beltz Road (at Hwy. 6, Pct. 4.

14. SET PUBLIC HEARING FOR INSTALLATION OF TRAFFIC CONTROL DEVICES ON PLAZA LIBRE AND RIO DEL SOL STREETS, MISSION BEND, SEC. 5, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set public hearing for June 5 at 10:15 a.m. to consider installing traffic control devices on Plaza Libre and Rio Del Sol Streets, Mission Bend, Sec. 5, Pct. 3.

15. ENTER INTO MINUTES THE AGREEMENT, PREVIOUSLY APPROVED, WITH LAMAR CISD FOR TUTORIAL SERVICES FOR JUVENILE PROBATION DEPT.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to enter into minutes the agreement previously approved with Lamar CISD for tutorial services for Juvenile Probation Dept. (Recorded in minutes in full)

16. APPROVE AS TO FORM THE REQUEST FOR PROPOSALS FOR STUDY OF JAIL AND JUVENILE DETENTION FACILITIES:

Postponed

17. SET PUBLIC HEARING FOR REPLAT OF WILLOW FORK, SEC. 1, PCT. 3:

Postponed

18. CONSIDER APPROVING PLAT FOR KELLIWOOD TERRACE, SEC. 1, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve plat for Kelliwood Terrace, Sec. 1, Pct. 3 as recommended by Mike Schafer representing Mischer Corp.. Plat, Letter of Credit and Tax Receipts were presented to commissioners court. (Recorded in minutes in full)

AGENDA ITEM

//

0038

01437

AS PER ORIGINAL

R E S O L U T I O N

REQUESTING FEDERAL ASSISTANCE WITH FLOODING PROBLEM

ON

SAN BERNARD RIVER

THROUGH

THE CONGRESS OF THE UNITED STATES

WHEREAS, the San Bernard River forms the boundary between Wharton and Fort Bend County; and

WHEREAS, flooding along the banks has become increasingly destructive due to inadequate channel capacity and extensive growth of vegetation; and

WHEREAS, the destructive capacity of flooding following heavy rainfall has an increasing adverse effect on the economic development; and

WHEREAS, the San Bernard provides drainage for Wharton, Brazoria, Fort Bend and Austin Counties;

NOW, THEREFORE BE IT RESOLVED, THAT the Commissioners Court urgently requests support through the Public Works Commission of the United States to undertake studies and provide financial assistance in correcting this undersirable situation; and

BE IT FURTHER RESOLVED, that your staff employ every effort toward assisting with this project.

SIGNED THIS 13 day of MARCH 1989.

I.J. Irvin, Jr., County Judge and
Presiding Officer of the Commissioners
Court of Wharton County, Texas

ATTEST:

Delfin Marek, County Clerk and Ex
Officio Clerk of the Commissioners
Court of Wharton County, Texas

12

COUNTY OF FORT BEND

Engineering Department

01438

0038

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

AS PER ORIGINAL

April 27, 1989

Commissioner Bob Lutts
Fort Bend County, Precinct #1
P.O.Box 187
Fulshear, Texas. 77441

Re: (1) Colony Woods, Sec. 1 L.O.C. #S115642
(2) Sweetwater, Sec. 12 and 12a Replat

Dear Commissioner Lutts,

Letter of credit #S115642 in the amount of $169,376.00 for Colony Woods, Sec. 1 can be reduced to $15.00 a foot for 3435 feet or $51,525.00.

Let this letter also serve as my approval for the replat of Sweetwater 12 and 12a.

If you have any questions please call.

Sincerely,

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

KEB:ks

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RECEIVED

MAY 1 1989

FILE

AS PER ORIGINAL

April 24, 1989

Commissioner Bob Lutts
FORT BEND COUNTY - PRECINCT 4
P.O. Box 187
Fulshear, Tx 77441

Re: Colony Woods Streets SECT 1

Dear Commissioner Lutts,

Attached please find a copy of Karl Baker's letter approving initial inspection of the above referenced streets. Also please find a copy of the Engineer's Certificate of Completion.

We are requesting that the Letter of Credit #S115642 in the amount of $169,376.09 be reduced to $50,812.80 for the duration of the maintenance period.

If this meets your approval, please submit as an item for the next Commissioner's Court agenda.

Thank you for your assistance.

Sincerely,

SUGARLAND PROPERTIES INCORPORATED

Darri Ofczarzak

Darri Ofczarzak
Field Coordinator

DJO/ds

cc: Karl Baker - FBC Pct 4
File 04-274-521

0038

AS PER ORIGINAL

01440

ENGINEER'S CERTIFICATE OF COMPLETION

Name of Project:	Construction of Paving Facilities for Colony Woods Section One
Contractor:	Durwood Greene Construction Co.
VMK Job No:	436-10
Owner:	Sugarland Properties, Inc.
Consulting Engineer:	VanSickle, Mickelson & Klein, Inc. 7500 San Felipe, Suite 700 Houston, Texas 77063

I certify this Project was completed on December 14, 1988; that the Project was under continuous inspection during construction; that all inspection was performed by or under supervision of L. Blake Emmett, Registered Professional Engineer; that to the best of my knowledge the Project was constructed in accordance with the plans and specifications which have been approved by governmental agencies with review authority.

STATE OF TEXAS
L. BLAKE EMMETT
59952
REGISTERED
PROFESSIONAL ENGINEER

(SEAL) 12/29/88

L. Blake Emmett, P.E.
Project Manager

COUNTY OF FORT BEND

01441

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

AS PER ORIGINAL

December 12, 1988

Mr. Blake Emmett, P.E.
VanSickle, Mickelson, & Klein
7500 San Felipe, Ste. 700
Houston, Texas 77063

RE: Colony Woods, Sec. 1

Dear Mr. Emmett,

This is to inform you that an inspection has been made on the streets in the above referenced subdivision and it appears to have been constructed in accordance with the approved plans and specifications.

In order for these streets to be accepted for maintenance into the county road system, the following criteria must be met as outlined in Section 7 of the "Fort Bend County Subdivision Platting Policy" as adopted December 4, 1985. This Policy States:

7.1 The road(s) must be at least one(1) year old and 60% of the lots must have been developed. A complete system of traffic control signage must be in place and must conform to the road construction plans approved by the Engineering Department.

7.2 Requests for acceptance will be directed to the respective Fort Bend County Commissioner by the developer or by the lot owners.

7.3 The County Commissioner will then perform an inspection and request the County Engineer to perform an inspection and the County Engineer will develop a composite list of deficiencies.

7.5 After the deficiencies are corrected, a request for acceptance will be directed to the respective County Commissioner by the developer.

According to the above provisions this street can be accepted for maintenance for at least one(1) year after December 12, 1988 and 60% of the subdivision or development served by the roadway is developed. After these criteria are met and our inspection has shown compliance with all county requirements, the Commissioners Court can consider acceptance of the street or roadway.

Everything within the street or road right of way must be accpetable at that time including streets, inlets, driveways, storm sewers, street signs and sidewalks.

Please send this department an Engineers Certificate of Completion.

If there is any additional information you need, please let us know.

Sincerely,

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

KEB:rp

cc: Commissioner Bob Lutts/FBC Precinct #4

****

PUBLIC HEARING NOTICE

****

FOR: Beltz Rd
@ Hwy 6

DATE: June 5

TIME: 10 Am

NEWSPAPER(S) Minor

INVOICE: County

****

PUBLIC HEARING NOTICE

****

FOR: Mission Bend

DATE: ~~May 22~~

TIME: 10 Am

NEWSPAPER(S) ~~Fb~~ Herald Coaster:

INVOICE: County

AGREEMENT FOR TUTORIAL
SERVICES FOR JUVENILE PROBATION

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between the COUNTY OF FORT BEND, hereinafter referred to as "COUNTY", the FORT BEND COUNTY JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LAMAR".

WHEREAS, the BOARD desires to provide tutoring to eligible children in detention in the Fort Bend County Juvenile Detention Facility; and

WHEREAS, the BOARD desires to provide an opportunity for children in detention to obtain State Board of Education course credits in their home schools resulting from the tutoring service; and

WHEREAS, LAMAR desires to provide tutorial services to students in detention at no expense to the BOARD or the COUNTY, and at no expense to LAMAR in excess of the state and federal funds received by LAMAR and specifically designated for providing tutorial services at the Fort Bend County Juvenile Detention Facility;

RECEIVED
APR 28 1989
COUNTY

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION I
DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

1.01 BOARD Personnel - Student's Probation Officer, Assistant Chief Juvenile Probation Officer, Chief Probation Officer.

1.02 Day Room - A designated room at the juvenile detention facility.

1.03 Eligible Children - Children from the ages of 10 through 16, who are confined in the Fort Bend County Juvenile Detention Facility for more than 10 days and are currently enrolled in their home school.

1.04 Home School - The school district where the children would ordinarily attend school when not in the Fort Bend County Juvenile Detention Facility.

1.05 LAMAR Personnel - Tutor Teacher, Instructional Officer, Special Programs and Projects Director.

1.06 Parent/Guardian Consent - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.

1.07 Tutorial Services - teacher-directed instruction and/or assistance at the Fort Bend County Juvenile Detention Facility in course work involving reading, language arts, and mathematics.

1.08 Tutor Teacher - A LAMAR classroom teacher who is licensed by the state of Texas and who provides tutorial services at the Fort Bend County Juvenile Detention Facility.

SECTION II
PURPOSE

2.01 The purpose of this Agreement is to make tutorial services available to eligible children.

2.02 LAMAR intends to provide tutorial services to eligible children at no expense to the COUNTY or BOARD or LAMAR taxpayers.

SECTION III
TERM

3.01 The term of this Agreement shall commence on May 1, 1989, and end on June 30, 1989, unless sooner terminated as provided in this Agreement.

3.02 This Agreement may be terminated at any time during its term, for any reason, by either the COUNTY or LAMAR by giving fifteen (15) days written notice to the other party.

3.03 If the COUNTY or the BOARD wish to renew this Agreement, notice must be provided to LAMAR by July 15 and renewal will be considered by LAMAR.

SECTION IV
SERVICES PROVIDED BY LAMAR

4.01 Services to be provided by LAMAR under this Agreement will be provided only to the extent of state and federal funds received by LAMAR and specifically designated for providing tutorial services at the Fort Bend County Juvenile Detention Facility.

4.02 LAMAR personnel will review available student education records and any available assessment records so that the appropriate tutorial services may be provided.

4.03 Only the following LAMAR personnel will be involved in the provision of tutorial services at the Fort Bend County Juvenile Detention Facility:

A. Tutor teachers

B. Instructional Officer

C. Special Programs and Projects Director

4.04 Prior to providing tutorial services to a special education or bilingual student, Lamar personnel must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent. It is understood and agreed by all parties that Lamar will provide tutorial services only to eligible children who are special education students. This Agreement in no way places on Lamar the duty to provide eligible

children who are also special education students with a free appropriate public education.

4.05 In providing tutorial services, LAMAR will utilize the students' textbooks, materials, and assignments from the home school.

4.06 LAMAR will provide tutor teachers two (2) times per week at a mutually agreed time of day. The amount of time for tutorial services on a particular day will be solely at the discretion of LAMAR.

4.07 LAMAR will provide training to LAMAR personnel so that the student's behavior is managed appropriately and crisis can be prevented.

4.08 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from tutorial services only when they are ill or are a serious behavior disruption to the learning of others.

4.09 LAMAR personnel will cooperate with BOARD personnel in dealing with behavior and discipline matters.

4.10 LAMAR personnel will communicate with the students' home school to clarify any questions that arise with regard to the provision of tutorial services.

SECTION V
RESPONSIBILITIES OF THE BOARD

5.01 The BOARD, acting by and through its juvenile probation officer, will secure the necessary parent/guardian consent to carry out the purpose of the tutorial services of this Agreement.

5.02 The BOARD, acting by and through its juvenile probation officer, will provide responsible BOARD personnel in the following order:

A. Student's Probation Officer.

B. Assistant Chief Juvenile Probation Officer.

C. Chief Juvenile Probation Officer.

5.03 The BOARD, acting by and through its juvenile probation officer, will secure necessary parent/guardian consent, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to eligible children who are bilingual or special education students, and make available to LAMAR all student education records and assessment data that is pertinent to the appropriate educational placement of the student.

5.04 The BOARD, acting by and through its probation officer, will provide and maintain appropriate instructional space for students and LAMAR personnel as follows:

A. Minimum of one (1) detention officer present at all times.

B. Class to take place in the day room.

5.05 The BOARD, acting by and through its juvenile probation officer, will provide for student movement to and from classes in accordance with mutually agreeable schedule.

5.06 The BOARD, acting by and through its juvenile probation officer, will designate staff members to provide support to LAMAR personnel should crisis intervention be required at the Facility.

5.07 To the extent possible, the BOARD, acting by and through its juvenile probation officer, will develop daily schedules/activities so that interruptions to the child's education are kept at a minimum.

5.08 The BOARD, acting by and through its juvenile probation officer, will facilitate obtaining textbooks and assignments from the home school and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.

5.09 Between the 5th and 10th day of detention, the probation officer will notify LAMAR personnel that the student is likely to remain in detention more than 10 days and will contact the student's home school and inform it that tutorial services are available from LAMAR personnel.

SECTION VI
DATA PRIVACY

6.01 The use or disclosure by any party of information concerning an eligible child in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the purpose of this Agreement is prohibited except on written consent of such eligible child and/or his or her parents or guardian, or his or her attorney.

6.02 LAMAR, the COUNTY and the BOARD in providing all services hereunder agree to abide by the provisions of any applicable federal or state data privacy laws, rules or regulations.

SECTION VII
ASSIGNMENTS

7.01 This Agreement is not assignable by any party.

SECTION VIII
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

8.01 It is agreed by the parties that at all times and for all purposes hereunder LAMAR is an independent contractor and not an employee of Fort Bend County. No statement contained in this Agreement shall be construed so as to find LAMAR an employee of the COUNTY, and LAMAR shall be entitled to none of the rights, privileges or benefits of a county employee except as otherwise may be stated herein.

8.02 It is agreed by the parties that at all times and for all purposes hereunder the BOARD and the COUNTY are not employees of LAMAR. No statement contained in this Agreement shall be construed so as to find the BOARD or the COUNTY to be employees of LAMAR, and the BOARD and the COUNTY shall be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

8.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agents) as the agent, representative or employee of the COUNTY for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

8.04 It is further agreed that nothing herein is intended or should be construed as in any manner constituting the BOARD or the COUNTY (including their officers, employees, and agents) as the agent, representative or employee of LAMAR for any purposes, or in any manner, whatsoever. The Board and the County are to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION IX
SEVERABILITY

9.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION X
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

10.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION XI
SERVICES NOT PROVIDED FOR

11.01 No claim for services furnished by LAMAR, not specifically provided in this Agreement, will be allowed by the COUNTY, nor shall LAMAR do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of this Agreement.

11.02 No claim for services furnished by the COUNTY or BOARD, not specifically provided in the Agreement, will be allowed by LAMAR, nor shall COUNTY or BOARD do any work or furnish any material not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered to be a modification of this Agreement.

SECTION XII
COMPLIANCE WITH LAWS AND REGULATIONS

12.01 In providing all services pursuant to this Agreement, LAMAR, the COUNTY, and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle LAMAR, the COUNTY, and the BOARD to terminate this Agreement immediately upon delivery of written notice of termination.

SECTION XIII
NOTICE

13.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Commissioners' Court and submitted to the following representative:

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

Notice to LAMAR shall be delivered to:

Dr. Ron Caloss
Superintendent
Lamar C.I.S.D.
3911 Avenue I
Rosenberg, Texas 77471

IN WITNESS WHEREOF, the parties have herewith set their signatures as of the date written below.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
County Judge

Date: 5-8-89

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

AS PER ORIGINAL

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01457

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: Thomas R. Culver III
Chairman

Date: May 19, 1989

ATTEST:

Secretary of Board

LAMAR C.I.S.D.

By: Ronald Calon
Superintendent

Date: April 26, 1989

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AGENDA ITEM

16

01458

REQUEST FOR QUALIFICATIONS
DETENTION FACILITIES STUDY

GENERAL

Fort Bend County is seeking Statements of Qualifications from qualified Architecture/Engineering firms to study the County's needs for Jail and Juvenile Detention space and to prepare a master plans for the utilization of existing facilities and property to best meet those needs. It is anticipated that projected future population growth will necessitate the need for additional facilities.

SCOPE OF WORK

The selected firm will be required to prepare projections for future inmate loads in the jail and juvenile detention facilities. In addition, a projected staffing plan for the Sheriffs Department will also be required.

Based upon these projections, a general design program for space requirements to accommodate the necessary expansions will be made. A Master Plan of the existing site and facilities that will be needed will include a schematic design of each facility. The physical layout of the sites will show the arrangement of all buildings, parking and circulation layouts, ect. A cost estimate for the projected improvements will also be included in the study. The planning period will be from the present to the year 2005.

STATEMENT OF QUALIFICATIONS REQUIREMENTS

Firms that are interested in this project should have proven experience in the master planning, programing and design of County detention facilities. Statement of Qualifications should include experience of the firm in preparing similar master plans and in the design of County detention facilities; and, qualifications of those individuals who will be assigned to the project if the firm is selected to perform the study. Statement of Qualifications shall be submitted by 4:00 pm, May 6, 1989 to the attention of Sheriff Gus George, Fort Bend County Sheriff Department, 1410 Ransom Road, Richmond, TX 77469.

19. CONSIDER APPROVAL OF EARNEST MONEY CONTRACT ON BLUE RIDGE FIRE DEPT.:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept earnest money contract on Blue Ridge Fire Dept. for the total cost of $20,000. Funds to come from Precinct 2 Road & Bridge.

20. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH TEXAS PARKS & WILDLIFE FOR THE BRAZOS BEND STATE PARK OBSERVATORY:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept Interlocal Agreement with Texas Parks & Wildlife for the Brazos Bend State Park Observatory as requested by Nat Shapiro representing Houston Museum of Natural Science. (Recorded in minutes in full)

21. AUTHORIZE AUCTION OF VEHICLES ON JUNE 8, 1989:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set auction for June 8 at 6:00 p.m..

22. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TO LAY CABLE ALONG LOCKWOOD, GUBBELS AND LOU EDWARDS IN PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from Southwestern Bell to lay cable along Lockwood, Gubbels and Lou Edwards, in Pct. 1. (Recorded in minutes in full)

23. CONSIDER RELEASING MAINTENANCE BOND FROM H.L.S. COMPANIES FOR CONSTRUCTION OF DRIVEWAY APPROACH OF LEXINGTON BLVD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to release maintenance bond from H.L.S. Companies for construction of driveway approach of Lexington Blvd. Pct. 3. (Recorded in minutes in full)

24. CONSIDER RELEASING MAINTENANCE BOND FROM CAT CONTRACTING INC. FOR INSTALLATION OF SANITARY SEWER LINE ACROSS DRY CREEK @ FM-2218, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to release maintenance bond from CAT Contracting Inc. for installation of sanitary sewer line across Dry Creek @ FM-2218, Pct. 1. (Recorded in minutes in full)

25. CONSIDER RELEASING MAINTENANCE BOND FROM SABINE CORP. TO LAY CONDUIT UNDER W. TAVENER RD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to release maintenance bond from Sabine Corp. to lay conduit under W. Tavener Rd., Pct. 4. (Recorded in minutes in full)

26. CONSIDER ADDITIONAL SERVICES WITH SOURCE ENVIRONMENTAL FOR AIR MODELING STUDY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve additional services with Source Environmental for Air Modeling Study. (Recorded in minutes in full)

INTERLOCAL AGREEMENT BETWEEN THE TEXAS PARKS AND WILDLIFE DEPARTMENT AND FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

This Interlocal Agreement is entered into between Fort Bend County, Texas hereinafter referred to as "County" and the Texas Parks and Wildlife Department, hereinafter referred to as "Department".

WHEREAS, the Houston Museum of Natural Science and Parks and Wildlife have entered into an agreement to construct an observatory at Brazos Bend State Park in Fort Bend County, Texas; and,

WHEREAS, the George Foundation has heretofore agreed that necessary dirt may be taken from its property, in conjunction with the Big Creek drainage project, to build a berm in connection with the said observatory; and,

WHEREAS, the Department desires that the County assist in the transportation of fill dirt and the construction of a berm at the said observatory; and,

WHEREAS, THE County desires to assist the Department in the transportation of fill dirt and the construction of berm at the said observatory; and,

WHEREAS, the Executive Director of the Department has delegated authority to execute this agreement because it is necessary for the completion of the observatory and the enhanced operation of the Brazos Bend State Park; and,

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, County and the Department mutually agree as follows:

1. County will transport, with the permission of the George Foundation, necessary dirt to build and construct a berm around the said observatory at no cost to the Department. The estimated amount of dirt to be transported is 12,000 cubic yards.

2. The estimated time of completion of County's participation is May 1, 1989 through June 30, 1989. At the completion of County's participation, this agreement will automatically terminate.

3. Insofar as the Department may lawfully do so, the Department agrees to indemnify and hold County harmless with respect to any claim, demand or suit arising after the fill and construction is completed on said berm.

4. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

5. 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 PER ORIGINAL
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SIGNED this 27th day of April, 1989.

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: Charles D. Travis
CHARLES D. TRAVIS, Executive Director

SIGNED this 8 day of May, 1989.

FORT BEND COUNTY, TEXAS

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

ATTEST:

Dianne Wilson

DIANNE WILSON, County Clerk

AS PER ORIGINAL 22 0038

01463

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8th day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone, Co. dated 4/26/89, permit no. 81045 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner O'Shieles, seconded by Commissioner denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bradenburg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

AS PER ORIGINAL 0038

01464

Appl. # 81045

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

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

5/1/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

0038
01465

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 81045

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	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
LOCKWOOD & GUBBLES	WEST OF LOU EDWARDS	EAST TO WEST AND NORTH TO SOUTH	5688'
LOCKWOOD & LOU EDWARDS	EAST OF GUBBLES RD.	EAST TO WEST AND NORTH TO SOUTH	5615'

General Description

11303' of BURIED CABLE AND BURIED SERVICE WIRE WILL BE PLACED ON LOCKWOOD, LOU EDWARDS AND GUBBLES ROAD.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: SOUTHWESTERN BELL TELEPHONE CO.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

M. L. Manger
(Signature)

NAME & TITLE MANGER ENGINEER
(Please Print)

DATE: 04-26-89
ADDRESS: 14575 PRESIDIO SQUARE, SUITE 140
(Street/P.O. Box)

HOUSTON, TEXAS 77083
City State Zip

TELEPHONE NO: 561-4618

LOG # RR#20

AS PER ORIGINAL #23 01466

COUNTY OF FORT BEND

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

LETTER OF TRANSMITTAL

DATE 5/3/89 JOB NO.
ATTENTION Ms. Dianne Wilson
RE: Release of Bond

TO FBC Clerk

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	4/26/89		Pipeline Permit Release Form
1	4/24/89		Commissioners Court Minutes
1	4/24/89		Permit #81042
1	4/13/89		Cashier's Check #59056 in the amount of $2,000.00

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Please release the maintenance bond to H.L.S. Companies, 1111 Witte Rd., Houston, Texas 77055, to the attention of Mr. Mark Fertitta, if approved by commissioners court. If you have any questions, please call. Thank you.

COPY TO file

SIGNED: Ron D. Drachenberg
Ron D. Drachenberg, P.E. R.P.S.

If enclosures are not as noted, kindly notify us at once.

AS PER ORIGINAL 24 0038

04467

COUNTY OF FORT BEND LETTER OF TRANSMITTAL

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

DATE 5/3/89 JOB NO.

ATTENTION Ms. Dianne Wilson

RE: Release of Bond

TO FBC Clerk

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	5/1/89		Pipeline Permit Release Form
1	6/22/87		Commissioners Court Minutes
1	6/22/87		Permit #80826
1	6/9/87		Performance Bond 352 40 15 in the amount of $2,000.00

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Please release the maintenance bond to CAT Contracting, Inc., 2022 FM 528, Alvin, Texas 77511, to the attention of Mr. Peter L. Jager, if approved by commissioners court. If you have any questions, please call. Thank you.

COPY TO file

Ron D. Drachenberg

SIGNED: Ron D. Drachenberg, P.E.,R.P.S.

If enclosures are not as noted, kindly notify us at once.

AS PER ORIGINAL 0038 01468 25

COUNTY OF FORT BEND

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

LETTER OF TRANSMITTAL

DATE 5/3/89	JOB NO.
ATTENTION Ms. Dianne Wilson	
RE: Release of Bond	

TO FBC Clerk

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	5/1/89		Pipeline Permit Release Form
1	3/13/89		Commissioners Court Minutes
1	3/13/89		Permit #81025
1	3/6/89		Check #3296 in the amount of $2,000.00

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Please release the maintenance bond to Sabine Corporation, 5 Greenway Plaza E, Ste. 300, Houston, Texas 77046, Attention: Ken C. Treaccar, if approved by commissioners court. If you have any questions, please call. Thank you.

COPY TO file

SIGNED: Ron D. Drachenberg
Ron D. Drachenberg, P.E.,R.P.S.

If enclosures are not as noted, kindly notify us at once.

AS PER ORIGINAL

FORT BEND COUNTY LANDFILL
AIR QUALITY ADDENDUM

REASONS WHY ADDITIONAL WORK IS NEEDED

A. Changes in the Texas Air Control Board (TACB) guidance in regard to the emission calculations, emission controls, and modeling.

B. The Best Available Control Technology (BACT) proposed in the permit application was determined to be unacceptable by the TACB.

C. Some of the data inputs used in the calculation of emissions must either be revised or supported by measurements.

D. The TACB interpretation of the emission factors used in previous calculations has changed.

E. In summary, all major components of the study are now obsolete and must be redone. This includes the BACT analysis, emission calculations, and modeling.

COST ESTIMATE

Project Management	$ 1,000
Engineering	4,000
Modeling	5,000
Clerical	2,000
Computer Fees (100 hrs, 1500 per/hr)	1,500
2 Trips to Austin (2 persons)	800
Reproduction	300
Mileage	200
Miscellaneous	200
	$ 15,000*

* Assumes no significant problems are encountered. Desirable to budget for $20,000. We will not exceed $15,000 without prior approval.

27. CONSIDER ACCEPTING BULL RUN (1238') IN WIECKER ESTATES INTO THE COUNTY ROAD MAINTENANCE SYSTEM, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept Bull Run (1238') in Wiecker Estates into the county road maintenance system, Pct. 2.

28. CONSIDER REQUESTING DA'S OFFICE TO TAKE ACTION ON EXPIRING LETTERS OF CREDIT ON COLONY WOODS, SEC. 1; GRANTS LAKE, SEC. 1, LAKES OF AUSTIN PARK, SEC., 2; AND OLD MILL PARK:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize the District Attorney's office to take action on expiring Letter of Credit on Colony Woods, Sec. 1; Grants Lake, Sec. 1, Lakes of Austin Park, Sec 2; and Old Mill Park, if necessary.

29. 10:00 A.M.-HOLD PUBLIC HEARING FOR INSTALLATION OF TRAFFIC CONTROL DEVICES ON REMBROUGH ST. AT CANFIELD ST., HICKORY CREEK SUB, PCT. 3 AND CONSIDER TAKING ACTION:

No public comments.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize installation of a stop sign on Rembrough St., at Canfield St., Hickory Creek Sub, Pct. 3. (Recorded in minutes in full)

RECESS:

Commissioners Court recessed at 10:40 p.m.

RECONVENE:

Commissioners Court reconvened at 1:30 p.m.

30. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW & CURRENT STANDARD PRODUCTION DRAGLINE WITH OR WITHOUT TRADE-IN (#89-050); (2) ROOF REPLACEMENT FOR PCT. 3 FACILITY, 1809 ELDRIDGE RD., SUGAR LAND (#89-051); (3) FLOOR SLAB CAP FOR PCT. 3 FACILITY, 1809 ELDRIDGE RD., SUGAR LAND (#89-052):

Open bids for one or more new & current standard production dragline with or without trade-in:

The following were presented to Commissioners Court for review.

A) BADO EQUIPMENT CO,
B) E.L. LESTER & CO.

Open bids for roof replacement for Pct. 3 facility, 1809 Eldridge Rd. Sugar Land:

The following bids were presented to Commissioners Court for review.

A) JAMES ELLIOTT CONSTRUCTION

Open bids for floor slab cap for Pct. 3 facility, 1809 Eldridge Rd., Sugar Land:

No bids

0038 28
01471

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

AS PER ORIGINAL

April 24, 1989

Texas Commerce Bank
Documentary Services Division
P. O. Box 2558
Houston, TX 77252-8300

Re: Letter of Credit #S115642 - Colony Woods, Section 1

Dear Sir:

Letter of Credit #S115642, issued by Texas Commerce Bank for the account of Sugarland Properties is due to expire on May 22, 1989.

Please let me know by May 4, 1989, what provisions are being made to renew this Letter of Credit covering the construction and maintenance of roads in Colony Woods, Section 1.

Current requirements state that Letters of Credit list County Judge Jodie E. Stavinoha or his successors as beneficiary and contain an automatic renewal provision.

You will find attached a copy of expiring Letter of Credit #S115642 and also Fort Bend County's Letter of Credit form, that we prefer you to use.

If you require additional information please call.

Sincerely,

Ronald D. Drachenberg

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

RDD/mk
attachments
cc: Sugarland Properties
Commissioner Bob Lutts, Pct. #4
Mr. Larry Wagenbach, Asst. Dist. Attorney
file

Texas Commerce Bank

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION
Documentary Services Division
P.O. BOX 2558
HOUSTON, TEXAS 77252-8300
TELEX: 775418

DATE: JULY 07, 1988

0038

IRREVOCABLE STANDBY LETTER OF
CREDIT NO. S115642

01472

AS PER ORIGINAL

APPLICANT:
SUGARLAND PROPERTIES
INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

ADVISING BANK:

BENEFICIARY:
JODIE STAVINOHA, COUNTY JUDGE
FORT BEND COUNTY
POST OFFICE BOX 368
RICHMOND, TEXAS 77469

EXPIRY DATE:
MAY 22, 1989

AT:
OUR COUNTERS

AMOUNT:
U.S. DOLLARS 169,376.00 (U.S. DOLLARS ONE HUNDRED SIXTY NINE THOUSAND THREE HUNDRED SEVENTY SIX 00/100).

GENTLEMEN,

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. S115642 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF SUGARLAND PROPERTIES INCORPORATED 1250 SHORELINE DRIVE, SUITE 360 SUGAR LAND, TEXAS 77478 FOR AN AMOUNT NOT EXCEEDING U.S. DOLLARS 169,376.00 (U.S. DOLLARS ONE HUNDRED SIXTY NINE THOUSAND THREE HUNDRED SEVENTY SIX 00/100). THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT DRAWN AT SIGHT ON TEXAS COMMERCE BANK N.A. HOUSTON, (DRAFT MUST BE MARKED: "DRAWN UNDER TEXAS COMMERCE BANK N.A. HOUSTON LETTER OF CREDIT NO. S115642 DATED JULY 07, 1988 ")

PARTIAL DRAWINGS ARE NOT ALLOWED.

THE ORIGINAL OF THIS LETTER OF CREDIT MUST ACCOMPANY ALL DRAWINGS.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1983 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 400.

Meena Saheba Olga Palma
AUTHORIZED SIGNATURE

AS PER ORIGINAL 0038

P 611 001 180 01473

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to: Texas Commerce Bank Documentary Services Div	
Street and No. P. O. Box 2558	
P.O., State and ZIP Code Houston, TX 77252-8300	
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2.
Postmark or Date 4/24/89	

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1983-403-517

SENDER: Complete Items 1 and 2 when additional services are desired, and complete Items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)† 2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to: Texas Commerce Bank Documentary Services Division P. O. Box 2558 Houston, TX 77252-8300 (COLONY WOODS, SECTION 1)	4. Article Number P-611-001-180 Type of Service: ☐ Registered ☐ Insured ☒ Certified ☐ COD ☐ Express Mail
5. Signature – Addressee X	Always obtain signature of addressee or agent and DATE DELIVERED.
6. Signature – Agent X	8. Addressee's Address *(ONLY if requested and fee paid)*
7. Date of Delivery APR 27 1989	

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

P 611 001 181

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to: Sugarland Properties	
Street and No. 1250 Shoreline Drive Suite #360	
P.O., State and ZIP Code Sugar Land, TX 77478	
Postage	$ .4
Certified Fee	1.7
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2.
Postmark or Date 4/24/89	

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1983-403-517

SENDER: Complete Items 1 and 2 when additional services are desired, and complete Items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)† 2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to: Sugarland Properties 1250 Shoreline Drive Suite #360 Sugar Land, TX 77478 (COLONY WOODS, SECTION 1)	4. Article Number P-611-001-181 Type of Service: ☐ Registered ☐ Insured ☒ Certified ☐ COD ☐ Express Mail
5. Signature – Addressee X Theresa Neal	Always obtain signature of addressee or agent and DATE DELIVERED.
6. Signature – Agent X	8. Addressee's Address *(ONLY if requested and fee paid)*
7. Date of Delivery	

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

AS PER ORIGINAL 0038

COUNTY OF FORT BEND

01474

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

April 24, 1989

Texas Commerce Bank
Documentary Services Division
P. O. Box 2558
Houston, TX 77252-8300

Re: Letter of Credit #S004782 - Grants Lake, Section 1

Dear Sir:

Letter of Credit #S004782, issued by Texas Commerce Bank for the account of Sugarland Properties is due to expire on May 22, 1989.

Please let me know by May 4, 1989, what provisions are being made to renew this Letter of Credit covering the construction and maintenance of roads in Grants Lake, Section 2.

Current requirements state that Letters of Credit list County Judge Jodie E. Stavinoha or his successors as beneficiary and contain an automatic renewal provision.

You will find attached a copy of expiring Letter of Credit #S004782 and also Fort Bend County's Letter of Credit form, that we prefer you to use.

If you require additional information please call.

Sincerely,

Ronald D. Drachenberg

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

RDD/mk
attachments
cc: Sugarland Properties
Commissioner Bob Lutts, Pct. #4
Mr. Larry Wagenbach, Asst. Dist. Attorney
file

0038

01475

AS PER ORIGINAL

Texas Commerce Bank

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION
Documentary Services Division
P.O. BOX 2558
HOUSTON, TEXAS 77252-8300
TELEX: 776418

DATE: MAY 19, 1988

AMENDMENT NO. 005
TO STANDBY LETTER OF CREDIT
NO: S004782

APPLICANT:
SUGARLAND PROPERTIES
INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

ADVISING BANK:
$32,600.00

REFERENCE NO:

BENEFICIARY:
FORT BEND COUNTY
P.O. BOX 1028
ROSENBERG, TEXAS 77471
ATTN: STANLEY KUCHERKA

GENTLEMEN,

THIS LETTER OF CREDIT IS HEREBY AMENDED AS FOLLOWS:

EXPIRATION DATE EXTENDED TO MAY 22, 1989

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. THIS AMENDMENT IS PART OF THE REFERENCED LETTER OF CREDIT AND MUST BE ATTACHED THERETO.

Meena Sahebb

AUTHORIZED SIGNATURE

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN-TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)†
2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to:
Texas Commerce Bank
Documentary Services Div.
P. O. Box 2558
Houston, TX 77252-3800

(GRANT'S LAKE, SECTION 1)

4. Article Number
P-611-001-178

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X

6. Signature – Agent
X

7. Date of Delivery
APR 27 1989

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

AS PER ORIGINAL
P 611 001 179
0038

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
01476
(See Reverse)

Sent to Sugarland Properties
Street and No. 1250 Shoreline Drive Suite #360
P.O., State and ZIP Code Sugar Land, TX 77478

Postage	$ .45
Certified Fee	1.75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2.20
Postmark or Date	4/24/89

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1983-403-517

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)†
2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to:
Sugarland Properties
1250 Shoreline Drive
Suite# 360
Sugar Land, TX 77478

(GRANT'S LAKE, SECTION 1)

4. Article Number
P-611-001-179

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X Theresa Neal

6. Signature – Agent
X

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

P 611 001 178

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to Texas Commerce Bank
Street and No. Documentary Services Div. P. O. Box 2558
P.O., State and ZIP Code Houston, TX 77252-3800

Postage	$ .45
Certified Fee	1.75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2.20
Postmark or Date	4/24/89

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1983-403-517

AS PER ORIGINAL 0038

01477

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

April 24, 1989

Texas Commerce Bank
Documentary Services Division
P. O. Box 2558
Houston, TX 77252-8300

Re: Letter of Credit #S108635 - Lakes of Austin Park, Section 2

Dear Sir:

Letter of Credit #S108635, issued by Texas Commerce Bank for the account of Sugarland Properties is due to expire on May 22, 1989.

Please let me know by May 4, 1989, what provisions are being made to renew this Letter of Credit covering the construction and maintenance of roads in Lakes of Austin Park, Section 2.

Current requirements state that Letters of Credit list County Judge Jodie E. Stavinoha or his successors as beneficiary and contain an automatic renewal provision.

You will find attached a copy of expiring Letter of Credit #S108635 and also Fort Bend County's Letter of Credit form, that we prefer you to use.

If you require additional information please call.

Sincerely,

Ronald D. Drachenberg

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

RDD/mk
attachments
cc: Sugarland Properties
Commissioner Bob Lutts, Pct. #4
Mr. Larry Wagenbach, Asst. Dist. Attorney
file

0038

01478

AS PER ORIGINAL

Texas Commerce Bank

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION
Documentary Services Division
P.O. BOX 2558
HOUSTON, TEXAS 77252-8300
TELEX: 775418

DATE: MAY 19, 1988

AMENDMENT NO. 001
TO STANDBY LETTER OF CREDIT
NO: S108635

APPLICANT:
SUGARLAND PROPERTIES
INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

ADVISING BANK:

REFERENCE NO:

BENEFICIARY:
FORT BEND COUNTY
C/O JODIE STAVINOHA
COUNTY JUDGE
FORT BEND COUNTY
P. O. BOX 368
RICHMOND, TEXAS 77469

GENTLEMEN,

THIS LETTER OF CREDIT IS HEREBY AMENDED AS FOLLOWS:

EXPIRATION DATE EXTENDED TO MAY 22, 1989

DECREASE BY: 63,245.00 U.S. DOLLARS $27,105.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. THIS AMENDMENT IS PART OF THE REFERENCED LETTER OF CREDIT AND MUST BE ATTACHED THERETO.

Meena Sahebdar Muller

AUTHORIZED SIGNATURE

AS PER ORIGINAL

P 611 001 183 0038

SENDER: Complete items 1 ~~and 2~~ when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)†
2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to:
Sugarland Properties
1250 Shoreline Drive
Suite #360
Sugar Land, TX 77478

(LAKES OF AUSTIN PARK, SECTION 2)

4. Article Number
P-611-001-183

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X Theresa Neal

6. Signature — Agent
X

7. Date of Delivery

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

RECEIPT FOR CERTIFIED MAIL 01479

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1983-403-517

Sent to Sugarland Properties	
Street and No. 1250 Shoreline Drive Suite #360	
P.O., State and ZIP Code Sugar Land, TX 77478	
Postage	$ .45
Certified Fee	1.75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2.20
Postmark or Date 4/24/89	

PS Form 3800, Feb. 1982

P 611 001 182

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1983-403-517

Sent to Texas Commerce Bank ~~Documentary Services Div.~~	
Street and No. P. O. Box 2558	
P.O., State and ZIP Code Houston, TX 77252-8300	
Postage	$ .45
Certified Fee	1.75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2.20
Postmark or Date 4/24/89	

PS Form 3800, Feb. 1982

0038

01480

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

AS PER ORIGINAL

April 26, 1989

Texas Commerce Bank
Documentary Services Division
P. O. Box 2558
Houston, TX 77252-8300

Re: Letter of Credit #S113931 - Old Mill Park Commercial (A, B, B1 & E)

Dear Sir:

Letter of Credit #S113931, issued by Texas Commerce Bank for the account of Sugarland Properties is due to expire on May 22, 1989.

Please let me know by May 4, 1989, what provisions are being made to renew this Letter of Credit covering the construction and maintenance of roads in Old Mill Park Commercial.

Current requirements state that Letters of Credit list County Judge Jodie E. Stavinoha or his successors as beneficiary and contain an automatic renewal provision.

You will find attached a copy of expiring Letter of Credit #S113931 and also Fort Bend County's Letter of Credit form, that we prefer you to use.

If you require additional information please call.

Sincerely,

Ronald D. Drachenberg

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

RDD/mk
attachments
cc: Sugarland Properties, Inc. (certified #P-611-001-185)
Commissioner Alton B. Pressley, Pct. #3
Mr. Larry Wagenbach, Asst. Dist. Attorney
file

certified mail P-611-001-184

OLD HILL PARK CONTD.

Texas Commerce Bank

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION
Documentary Services Division
P.O. BOX 2558
HOUSTON, TEXAS 77252-8300
TELEX 775418

DATE: MAY 05, 1988

0038

01481

AS PER ORIGINAL

IRREVOCABLE STANDBY LETTER OF
CREDIT NO. S113931

APPLICANT:
SUGARLAND PROPERTIES
INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

ADVISING BANK:

BENEFICIARY:
JODIE STAVINOHA, COUNTY JUDGE
FORT BEND COUNTY
P.O. BOX 368
RICHMOND, TEXAS 77469

EXPIRY DATE:
MAY 22, 1989

AT:
OUR COUNTERS

AMOUNT:
U.S. DOLLARS 17,900.00 (U.S. DOLLARS SEVENTEEN THOUSAND NINE HUNDRED 00/100).

GENTLEMEN,

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. S113931 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF SUGARLAND PROPERTIES INCORPORATED 1250 SHORELINE DRIVE, SUITE 360 SUGAR LAND, TEXAS 77478 FOR AN AMOUNT NOT EXCEEDING U.S. DOLLARS 17,900.00 (U.S. DOLLARS SEVENTEEN THOUSAND NINE HUNDRED 00/100). THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT DRAWN AT SIGHT ON TEXAS COMMERCE BANK N.A. HOUSTON, (DRAFT MUST BE MARKED: "DRAWN UNDER TEXAS COMMERCE BANK N.A. HOUSTON LETTER OF CREDIT NO. S113931 DATED MAY 05, 1988 ").

PARTIAL DRAWINGS ARE NOT ALLOWED.

THE ORIGINAL OF THIS LETTER OF CREDIT MUST ACCOMPANY ALL DRAWINGS.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1983 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 400.

Maria Salinas

AUTHORIZED SIGNATURE

AS PER ORIGINAL

0038

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)† 2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to:
Sugarland Properties, Inc.
1250 Shoreline Drive
Suite #360
Sugar Land, TX 77478

(OLD MILL PARK COMMERCIAL A,B,B1 &E)

4. Article Number
P-611-001-185

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X

6. Signature – Agent
X Lillie O'Neil

7. Date of Delivery
4/27/89

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

P 611 001 185

RECEIPT FOR CERTIFIED MAIL 01482

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1983-403-517

Sent to Sugarland Properties, Inc.	
Street and No. 1250 Shoreline Drive Suite #360	
P.O., State and ZIP Code Sugar Land, TX 77478	
Postage	$ .45
Certified Fee	1.75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$2.20
Postmark or Date 4-26-89	

PS Form 3800, Feb. 1982

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)† 2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to:
Texas Commerce Bank
Documentary Services Division
P. O. Box 2558
Houston, TX 77252-8300

(OLD MILL PARK COMMERCIAL A,B,B1 & E)

4. Article Number
P-611-011-184

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X

6. Signature – Agent
X

7. Date of Delivery
APR 28 1989

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

P 611 001 184

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1983-403-517

Sent to Texas Commerce Bank ~~Documentary Services Div.~~	
Street and No. P. O. Box 2558	
P.O., State and ZIP Code Houston, TX 77252-8300	
Postage	$ .45
Certified Fee	1.75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$2.20
Postmark or Date 4-26-89	

PS Form 3800, Feb. 1982

0038 29

01483

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

AS PER ORIGINAL

April 5, 1989

Commissioner Alton B. Pressley
Fort Bend County, Precinct #3
1809 Eldridge Road
Sugar Land, TX 77478

Re: Traffic Study - Pembrough @ Canfield (Hickory Creek Subdivision)

Dear Sir:

Per your office's request, please find an attached sketch for the above referenced intersection.

The traffic count is low and although a "T" intersection is understood to have a stop on the "stem" a stop sign is recommended on Pembrough as noted on the sketch.

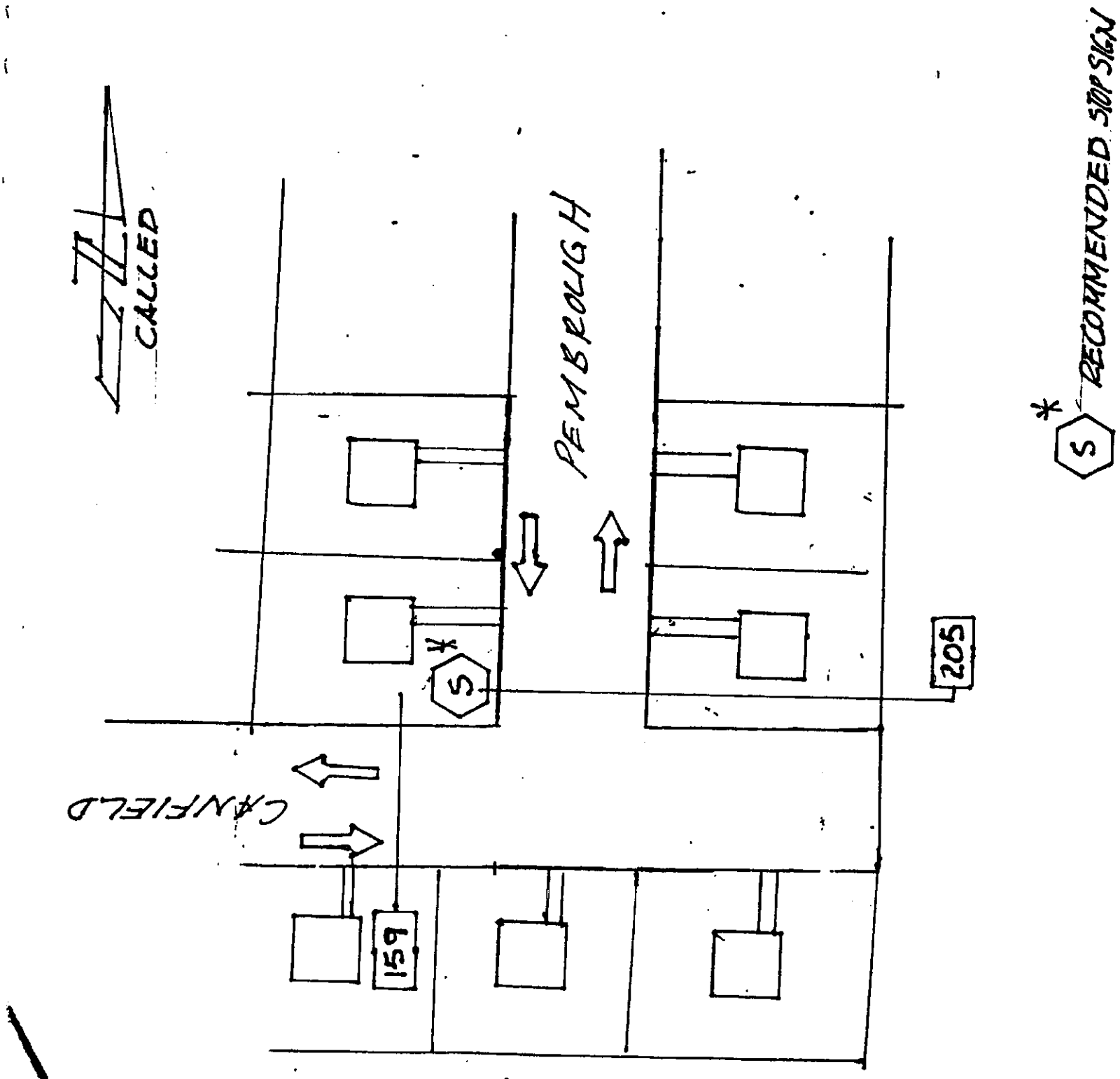
If you have any questions, please call.

Sincerely,

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

KEB/mk
attachment
cc: file


CALLED
PEMBROUGH
CANFIELD
S
205
159
S
RECOMMENDED STOP SIGN

PAGE NO. 1

AS PER ORIGINAL D

BID ITEM: DRAGLINE WITH OR WITHOUT TRADE-IN

BID NUMBER: 89-050

0038
01485

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$category

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
AG-CON EQUIPMENT, INC.	
ALVIN EQUIPMENT CO., INC.	
BADO EQUIPMENT CO., INC.	241,020.00 #1-1,500 / #2- 50,000.
BOETTCHER-HLAVINKA CO.	
BOMAG	
BRAZOS EQUIPMENT SALES CO.	
C. JIM STEWART & STEVENSON CO.	
CASE POWER & EQUIPMENT	
CONLEY-LOTT NICHOLS MACHINERY	
CONSTRUCTION EQUIPMENT INT'L	
D & S TRUCK PARTS & REPAIR	
DECA EQUIPMENT COMPANY	
DIVERSIFIED EQUIPMENT	
DUP'S INC.	
E.L. LESTER & COMPANY	269,750 #1- 2,500 / #2 - 62,500
EAGLE LAKE IMPLEMENT CO., INC.	
EL CAMPO EQUIPMENT CO., INC.	
EL CAMPO REPAIR SERVICE	
FORTRESS ALLATT, LTD.	
FT BEND CHAMBER OF COMMERCE 1	
GRACE EQUIPMENT	
GULF MACHINERY CO., INC.	
HALL EQUIPMENT SUPPLY CO.	
HERTZ EQUIPMENT RENTAL CORP	
HI-WAY EQUIPMENT CO., INC.	
HOUSTON HEAVY EQUIPMENT, INC.	
INGERSOLL-RAND EQUIPMENT SALES	
J.W. BARTHOLOW MACHINERY CO.	
JI CASE COMPANY	
JOHNSON & ROACH TRACTOR CO.	
K & M EQUIPMENT, INC.	
MUSTANG TRACTOR & EQUIPMENT CO	
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR	
ROSENBERG/RICHMOND CHAMBER - 2	
SHOPPA FARM SUPPLY CO.	
SOUTH TEXAS EQUIPMENT CO., INC	
STAR CONCRETE CONSTRUCTION	
THE R.J. MILLER CO., INC.	
TOM FAIREY COMPANY	
TRUCK & PICKUP EQUIPMENT CORP.	
VOLVO WHITE TRUCK CORPORATION	
W.R. FLORA & SONS, INC.	
WAUKESHA-PEARCE INDUSTRIES,INC	

adjourned 1:45 PM 5-8-89

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$category

0038
01486
AS PER ORIGINAL

VENDOR NAME	BID PRICE
WORLD WIDE WELDING & PRESS INC	

0038

BID ITEM: ROOF REPLACEMENT PRECINCT #3 FACILITY ELDRIDGE RD., SUGAR LAND 01487

BID NUMBER: 89-051

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'003'$category

VENDOR NAME	BID PRICE
AARON BRUCE COMPANY	
ADVANCE PRODUCTS & CONST.	
AFFOLTER CONTRACTING CO., INC.	
ALL FOUNDATION REPAIR CO.	
AMERICAN TANK TESTING SERVICE	
ARCHEM, INC.	
BASS CONSTRUCTION CO., INC.	
CAGLE CONSTRUCTION CO., INC.	
CALCO CONSTRUCTION CO.	
CHAMPION CONSTRUCTION	
CHARLES D. GOODEN ENGINEERS	
CONSTRUCTION & CONSULTING	
DERNEHL CONSTRUCTION, INC.	
DMW CONSTRUCTION COMPANY, INC.	
DON MCKUIN ELECTRIC CO., INC.	
DRYMALLA CONSTRUCTION COMPANY	
DUP'S INC.	
E.B.L., INC.	
FLEXICORE OF TEXAS, INC.	
FOUR SEASONS FENCE CO., INC.	
FREEPORT CONSTRUCTORS, INC.	
FT BEND CHAMBER OF COMMERCE	
GALIN CORP.	
GILSON/STANLEY FLOOR COVERINGS	
H.B. ZACHRY COMPANY	
HANNA CONSTRUCTION CO.	
HENRY BROTHERS, INC.	
HOMESTEAD BUILDERS, INC.	
HOUSTON HARDWOOD FLOORING CO.	
HUNTER WELDING, INC.	
INLAND ELECTRIC, INC.	
INTERSTATE INDUSTRIAL CONST.	
J. W. FALTISEK PAVING CONT.INC	
JAMES ELLIOTT CONSTRUCTION ✓	24,294.
KING CONSTRUCTION MATERIALS	
LOCHMAN SPECIALTY CONTRACTING	
LOYD W. RICHARDSON CONST. CORP	
LYNN B. WATKINS CONSTRUCTION	
MAILITE SYSTEMS	
MCDONALD EQUIPMENT CO.	
MCGINNES BROS., INC.	
MELONI/CLERKLEY PARTNERSHIP	
METRO BUILDING & CONSTRUCTION	
MILLIS DEVELOPMENT & CONST.INC	
NIGGLE ASSOCIATES	
PHILMAR, INC.	
PTI, INC.	
R. JOSEPH AND COMPANY	
R.R. CLOUSE LUMBER COMPANY	
ROSENBERG/RICHMOND CHAMBER	

0038

01488

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'003'$category

VENDOR NAME	BID PRICE
SERVICE ELECTRIC CO.	
SHANK'S HOME REPAIR	
SHB BUILDERS, INC.	
SHIRLEY CONSTRUCTION CO., INC.	
SOUTHERLAND CONSTRUCTION CO.	
SOUTHWEST CONCRETE CONST. INC.	
STAR CONCRETE CONSTRUCTION	
STOCKTON BRIDGE COMPANY	
STUBBS OVERBECK & ASSOC., INC.	
SUMCO, INC.	
SUN BELT INTERNATIONAL CORP.	
TEXAS M & M BUILDERS, INC.	
UNDERWOOD CONSTRUCTION, INC.	
US DESIGN & CONSTRUCTION CORP.	
W.R. FLORA & SONS, INC.	
WEHRING PROPERTIES, INC.	

0038

BID ITEM: FLOOR SLAB CAP PRECINCT #3 FACILITY ELDRIDGE RD., SUGAR LAND 01489

BID NUMBER: 89-052

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'003'$category

AS PER ORIGINAL

VENDOR NAME	BID PRICE
AARON BRUCE COMPANY	
ADVANCE PRODUCTS & CONST.	
AFFOLTER CONTRACTING CO., INC.	
ALL FOUNDATION REPAIR CO.	
AMERICAN TANK TESTING SERVICE	
ARCHEM, INC.	
BASS CONSTRUCTION CO., INC.	
CAGLE CONSTRUCTION CO., INC.	
CALCO CONSTRUCTION CO.	
CHAMPION CONSTRUCTION	
CHARLES D. GOODEN ENGINEERS	
CONSTRUCTION & CONSULTING	
DERNEHL CONSTRUCTION, INC.	
DMW CONSTRUCTION COMPANY, INC.	
DON MCKUIN ELECTRIC CO., INC.	
DRYMALLA CONSTRUCTION COMPANY	
DUP'S INC.	
E.B.L., INC.	
FLEXICORE OF TEXAS, INC.	
FOUR SEASONS FENCE CO., INC.	
FREEPORT CONSTRUCTORS, INC.	
FT BEND CHAMBER OF COMMERCE	
GALIN CORP.	
GILSON/STANLEY FLOOR COVERINGS	
H.B. ZACHRY COMPANY	
HANNA CONSTRUCTION CO.	
HENRY BROTHERS, INC.	
HOMESTEAD BUILDERS, INC.	
HOUSTON HARDWOOD FLOORING CO.	
HUNTER WELDING, INC.	
INLAND ELECTRIC, INC.	
INTERSTATE INDUSTRIAL CONST.	
J. W. FALTISEK PAVING CONT.INC	
JAMES ELLIOTT CONSTRUCTION	
KING CONSTRUCTION MATERIALS	
LOCHMAN SPECIALTY CONTRACTING	
LOYD W. RICHARDSON CONST. CORP	
LYNN B. WATKINS CONSTRUCTION	
MAILITE SYSTEMS	
MCDONALD EQUIPMENT CO.	
MCGINNES BROS., INC.	
MELONI/CLERKLEY PARTNERSHIP	
METRO BUILDING & CONSTRUCTION	
MILLIS DEVELOPMENT & CONST.INC	
NIGGLE ASSOCIATES	
PHILMAR, INC.	
PTI, INC.	
R. JOSEPH AND COMPANY	
R.R. CLOUSE LUMBER COMPANY	
ROSENBERG/RICHMOND CHAMBER	

NO BIDS

0038

01490

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'003'$category

VENDOR NAME	BID PRICE
SERVICE ELECTRIC CO.	
SHANK'S HOME REPAIR	
SHB BUILDERS, INC.	
SHIRLEY CONSTRUCTION CO., INC.	
SOUTHERLAND CONSTRUCTION CO.	
SOUTHWEST CONCRETE CONST. INC.	
STAR CONCRETE CONSTRUCTION	
STOCKTON BRIDGE COMPANY	
STUBBS OVERBECK & ASSOC., INC.	
SUMCO, INC.	
SUN BELT INTERNATIONAL CORP.	
TEXAS M & M BUILDERS, INC.	
UNDERWOOD CONSTRUCTION, INC.	
US DESIGN & CONSTRUCTION CORP.	
W.R. FLORA & SONS, INC.	
WEHRING PROPERTIES, INC.	

31. APPROVE BILLS:

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

32. ADJOURNMENT:

Commissioners Court adjourned at 1:45 p.m. Monday, May 8, 1989.

AS PER ORIGINAL 0038 31

01492

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 8 day of May, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and carried, it is ordered that the bills be approved as presented by Robert Grayless, County Auditor.

********** APPROVED **********

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON June 27, 19 89.

STARTING WITH
FILM CODE NO. 89 vol.38 pg.1372

ENDING WITH
FILM CODE NO. 89 vol.38 pg.1492

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COURT OF FORT BEND COUNTY, TEXAS

BY Gloria G. Martin DEPUTY
Gloria G.MARTIN

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 27 DAY OF June, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 1495.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
Gloria G. MARTIN DEPUTY

AS PER ORIGINAL

0038

01495

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MAY 15, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of May 8, 1989.

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. Approve service/maintenance agreement(s) on various County equipment.

6. Consider appointing delegate/alternate to NACO annual conference.

7. Mr. Roman Bohachevsky, County Librarian, re: request to advertise for bids for improvements to outdoor stage at George Memorial Library (funds available).

8. Daniel Kosler, E.M.S., re: request transfer of 1987 Ford Sedan from Sheriff's Dept. to E.M.S.

9. Accept streets into the County road maintenance system in the following subdivisions in Pct. 4: Lakes of Austin Park, Sec.2 & release Letter of Credit S108635; Sweetwater, Sec. 12 & 12A & release bond #05-70-21; and Grants Lake, Sec. 1 & cancel Letter of Credit S004782.

10. Consider reducing Sugarland Properties Letter of Credit #S118572 in the amount of $297,100 (construction bond) to $89,130 (maintenance bond), Oaks of Alcorn, Sec. 1, Pct. 4.

11. Accept for the minutes the interlocal agreement between Fort Bend County and the State Purchasing & General Services Commission for TEX-AN telephone lines.

12. Consider application from United Texas Transmission to lay pipeline under Big Creek & Ditch II-B-7, Pct. 1.

13. Consider applicaton from Zinn Petroleum to lay pipeline along Katy-Gaston Rd., Pct. 3.

14. Consider applications from Sugarland Properties to construct left-turn lane and intersection tie-in; and esplanade opening, left-turn lane & intersection tie-in on Sweetwater Blvd., Pct. 4.

15. Consider application from Houston Landscape Systems Inc. to construct sidewalks along Waters Way, Colonists Park & Serene Oak, Pct. 3.

16. Consider awarding engineering services for landfill gas flare systems.

17. Consider procedures of disposing of dead animals in Fort Bend County.

18. Consider accepting request from The Greatest Janitorial Service to withdraw bid on groundskeeping bid #89-045 and consider awarding bid to next qualified low bidder.

19. Accept or reject bids on the following: (1) Purchase of one or more new & current standard production dragline with or without trade-in (#89-050); (2) Roof replacement for Pct. 3 facility, 1809 Eldrige Rd., Sugar Land (#89-051).

20. Meet in Closed Session to discuss litigation (LUCAC et al vs. William Clements et al) and land matters (possible land purchase & land donation), as authorized by Art. 6252-17, Sec. 2(e,f), VTCS and consider taking action.

21. 1:30 p.m. - Open & consider bids for the following: (1) Shelving for Law Library (#89-053); (2) Bridge materials (#89-054); (3) Culverts (#89-055); (4) Metal building for Pct. 3 maintenance facility, Richmond (#89-056).

AS PER ORIGINAL

0038

01496

22. Approve bills.

23. Adjournment.

FILED FOR RECORD

TIME 3:05 ~~A.M.~~ P.M.

MAY 11 1989

Diane Wilson
County Clerk, Fort Bend Co., Tex

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, May 11, 1989 at 3:15 p.m. by Norma Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 15TH day of MAY, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF MAY 8, 1989:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve meeting of May 8, 1989 with corrections to #11 page 3.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve line item transfers for JUSTICE OF THE PEACE #1, LIBRARY and PURCHASING. (Recorded in minutes in full)

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

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out-of-town travel request for DISTRICT ATTORNEY, COUNTY CLERK, COMMISSIONER 2 & 3, E.M.S. and COUNTY ENGINEER. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENT(S) ON VARIOUS COUNTY EQUIPMENT:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to renew service/maintenance agreement with PHYSIOCONTROL on various biomedical county equipment. (Recorded in minutes in full)

6. CONSIDER APPOINTING DELEGATE/ALTERNATE TO NACO ANNUAL CONFERENCE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to appoint Commissioner Ben Denham as delegate and Commissioner Alton Pressley as alternate to NACO annual conference. (Recorded in minutes in full)

AS PER ORIGINAL 3

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1989

01498

On this the 15 day of MAY, 1989, at a Regular Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

NOW, THERETOFORE, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
J.P. #1 0019	3020		($500.00)
J.P. #1 0019	1010		$500.00

DATE: May 12, 1989

DEPARTMENT HEAD: Gary A. Geick Gary A. Geick

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

AS PER ORIGINAL 3

0038

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1989 01493

On this the 15 day of MAY, 1989, at a Regular Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

NOW, THERETOFORE, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
LIBRARY			
0701 Conferences/Sem.	6,340.00	7,340.00	1,000.00
1020 Repairs to Equip.	4,000.00	3,000.00	(1,000.00)

DATE: May 11, 1989

DEPARTMENT HEAD: Ron S. Belcher

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

3

AS PER ORIGINAL

0038

01500

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1988

On this the 15th day of May, 1989, at a Regular Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Bud O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 12, 1987, the Court heard and approved a budget for the year 1988 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 1988, adopted October 12, 1987.

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. Purchasing LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Salary 1050-0053-0200	129,022.00	128,522.00	(500.00)
Temporary Help 1050-0053-0201	965.00	1,465.00	500.00

DATE: _____

DEPARTMENT HEAD: John J. Hammett

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Bud O'Shieles, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL 4

0038

01501

RECEIVED 9 1989 CC

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Kathryn Milan

DATE OF DEPARTURE: June 18, 1989

DATE OF RETURN: June 23, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: TDCAA Prosecutor Trial Skills Course

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick, Criminal Dist. Attorney
Name & Department

DATE: 5-8-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 5/15/89

(Emergency Approval: _____ Date _____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

0038
01502

RECEIVED
MAY 10 1989

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Larry Wagenbach

DATE OF DEPARTURE: 4-26-89

DATE OF RETURN: 4-27-89

DESTINATION: Austin, Texas

PURPOSE OF TRIP: County Attorney bill in Legislature

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Crim. Dist. Attorney
Name & Department

DATE: 5-8-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/15/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

RECEIVED 0038 01503 MAY 10 1989

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Larry Wagenbach

DATE OF DEPARTURE: 4-17-89

DATE OF RETURN: 4-18-89

DESTINATION: Austin, Texas

PURPOSE OF TRIP: County Attorney bill in Legislature

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Crim. Dist. Attorney
Name & Department

DATE: 5-8-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 5/15/89

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

AS PER ORIGINAL 0038

RECEIVED MAY 10 1989 COUNTY JUDGE 01504

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:

Carol Boettcher
Darlen Stegemiller

Period: Date of Departure June 5

Date of Return June 9

Purpose of Trip: Annual Co/Dist Clerks Conference

Places to be Visited: Comal Co. (New Braunfels)

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

Dianne Wilson
Name

5-11-89
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J Stavinoha
County Judge

5/15/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL 0038

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED 01505
MAY 10 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Alton B. Pressley

DATE OF DEPARTURE: June 27, 1989

DATE OF RETURN: June 30, 1989

DESTINATION: Corpus Christi, Texas

PURPOSE OF TRIP: South Texas Judges' and Commissioners' Association Conference

MODE OF TRANSPORTATION: personal vehicle

****

DEPARTMENT HEAD APPROVAL: Alton B. Pressley - Pct. 3 Road & Bridge
Name & Department

DATE: 5-10-89

Alton B Pressley
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 5/15/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expenses GOLDENROD COPY- Department

AS PER ORIGINAL 0038

01506

RECEIVED
MAY 12 1989
COUNTY JUDGE

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Ben G. Denham - Commissioner

DATE OF DEPARTURE: June 26, 1989

DATE OF RETURN: July 02, 1989

DESTINATION: Corpus Christi, Texas

PURPOSE OF TRIP: South Texas Judges & Commissioners Assoc. Annual Conference

MODE OF TRANSPORTATION: personal automobile

****

DEPARTMENT HEAD APPROVAL: Ben G. Denham - Commissioner Precinct 2
Name & Department

DATE: May 11, 1989

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/15/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

RECEIVED MAY 10 1989

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Alton B. Pressley

DATE OF DEPARTURE: June 23, 1989

DATE OF RETURN: June 24, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: 1990 Texas Outdoor Recreation Plan Workshop

MODE OF TRANSPORTATION: personal vehicle

****

DEPARTMENT HEAD APPROVAL: Alton B. Pressley - Pct. 3 Road & Bridge
Name & Department

DATE: 5-10-89

Alton B Pressley
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J Stavinoha

Date 5/15/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

RECEIVED MAY 12 1989

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Gene Freund

James Pohl

Lyn Brdecka

DATE OF DEPARTURE: June 27, 1989

DATE OF RETURN: June 29, 1989

DESTINATION: Houston

PURPOSE OF TRIP: Attend AASHTO Green Book, 3-day short course.

MODE OF TRANSPORTATION: county vehicle

****

DEPARTMENT HEAD APPROVAL: Ron D. Drachenberg, P.E.,R.P.S.
Name & Department

DATE: 5/12/89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/15/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

0038

RECEIVED
MAY 12 1989
COUNTY JUDGE
0150

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

JEFF WATSON

NORMAN WILLIAMSON

DATE OF DEPARTURE: 5/19

DATE OF RETURN: 5/21

DESTINATION: AUSTIN, TX

PURPOSE OF TRIP: TAEMT'S THIRD ANNUAL STATE SKILLS COMPETITION

MODE OF TRANSPORTATION: PERSONAL VEHICLE

****

DEPARTMENT HEAD APPROVAL: [signature] EMS
Name & Department

DATE: 5/8/89

[signature]
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 5-15-89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AGENDA ITEM
5

0038

01510

PHYSIO CONTROL

Southwest District Office
Suite 110
1600 East Lamar Boulevard
Arlington, TX 76011

Telephone: 817/261-1135

May 1, 1989

Mr. Rick Robertson
Fort Bend County EMS
4336 Highway 36
Rosenberg, TX 77471

Dear Mr. Robertson:

Thank you for your interest in the Physio-Control maintenance contract for your facility.

Enclosed you will find the completed contract. Sign the contract where indicated, keep the copies marked "customer" and the Schedule A, which shows the equipment covered. Please return the remaining copies to the district office in the envelope provided, with a copy of your purchase order.

If you have any additional questions, please feel free to call your service representative or the district office.

Sincerely,

Michael P. Rice

Michael P. Rice
District Manager
Technical Services

MPR:cs

encl

CC: John Conroy

AS PER ORIGINAL

0038

PHYSIO CONTROL

01511

TECHNICAL SERVICES

BIOMEDICAL EQUIPMENT SERVICES AGREEMENT

cn 39098

PAYMENT TERMS AND CONDITIONS

BETWEEN

PHYSIO-CONTROL
1600 E. Lamar Blvd, Suite 110
Arlington, TX 76011

and: Fort Bend County EMS
4336 Highway 36
Rosenberg, TX 77471

begins on May 24, 1989 and ends on May 23, 1990

and is for service as outlined under GENERAL and SPECIFIC CONDITIONS. The price of this agreement is $4,400.00 per year, payable in 4 installments of $~~XXXXXXXX~~ $1,100.00 upon receipt of invoice. (Payment terms are net thirty (30) days.) (There shall be added to the maintenance charges amounts equal to any taxes however designated, levied or based on this agreement or the services rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes and any taxes or amounts in lieu thereof paid or payable by Physio-Control in respect of the foregoing.)

The price of this agreement is based upon the attached inventory (Schedule A). If the number and/or type (including model) of instruments is changed during the contract period, the price of this agreement is subject to adjustment. The price and terms of this agreement are subject to credit approval.

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

ACCEPTANCE

PHYSIO-CONTROL	CUSTOMER
BY Michael P. Rice	BY
TITLE Michael P. Rice, District Manager Technical Services	TITLE
DATE 5/1/89	DATE
CONTRACT NO. BID/C00606	PURCHASE ORDER NO.

THE PRICE OF THIS AGREEMENT IS SUBJECT TO CHANGE IF NOT ACCEPTED BY 5/15/89

SVC-F-164 11-603021

REDMOND

01512

PHYSIO-CONTROL TECHNICAL SERVICES
BIOMEDICAL EQUIPMENT SERVICES AGREEMENT
STATEMENT OF AGREEMENT: PART 2
SPECIFIC CONDITIONS

DEMAND ONLY CONTRACT for Ft. Bend County EMS

Provides the customer with all service parts, labor and travel necessary to effect repairs. NO inspections are included.

Demand service to be performed between the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

Damages caused by misuse, physical breakage or otherwise abnormal conditions such as dropping, spilled liquids, unauthorized entry, etc., will be considered outside the scope of this agreement, and will be billed to the customer at prevailing service rates.

For repair of your equipment, please contact your service representative.

John Conroy

Houston - 713/ 891-0427 (voice pager)

4/89 NOTE: 32 repalcement batteries and 1 patient cable per monitor are included. A 15% discount on accessory items will be included, also a 15% discount on CASE Parts for repairs.

BID/C00606

PHYSIO-CONTROL
TECHNICAL SERVICES
CONTRACT: BID/C00606

SCHEDULE A

01513 1

FT BEND COUNTY EMS
RT 2 BOX 643C
ROSENBURG TX 77471-0000

INVENTORY

ITEM	MEDICAL ID NO	MANUFACTURER	DESCRIPTION	SERIAL NO	INSPECT SFTY	INSPECT PM	R/ /P	F/ /N
1		PHYSIO-CONTROL	LP5 MONITOR	005287	00	00	Y	
2		PHYSIO-CONTROL	LP5 MONITOR	047020	00	00	Y	
3		PHYSIO-CONTROL	LP5 MONITOR	017879	00	00	Y	
4		PHYSIO-CONTROL	LP5 MONITOR	047029	00	00	Y	
5		PHYSIO-CONTROL	LP5 MONITOR	010356	00	00	Y	
6		PHYSIO-CONTROL	LP5 MONITOR	013992	00	00	Y	
7		PHYSIO-CONTROL	LP5 MONITOR	015474	00	00	Y	
8		PHYSIO-CONTROL	LP5 MONITOR	017878	00	00	Y	
9		PHYSIO-CONTROL	LP5 DEFIB	016992	00	00	Y	
10		PHYSIO-CONTROL	LP5 DEFIB	008592	00	00	Y	
11		PHYSIO-CONTROL	LP5 DEFIB	009240	00	00	Y	
12		PHYSIO-CONTROL	LP5 DEFIB	016991	00	00	Y	
13		PHYSIO-CONTROL	LP5 DEFIB	014934	00	00	Y	
14		PHYSIO-CONTROL	LP5 DEFIB	013496	00	00	Y	
15		PHYSIO-CONTROL	LP5 DEFIB	025591	00	00	Y	
16		PHYSIO-CONTROL	LP5 DEFIB	025589	00	00	Y	
17		PHYSIO-CONTROL	LP5 CHARGER	014283	00	00	Y	
18		PHYSIO-CONTROL	LP5 CHARGER	014863	00	00	Y	
19		PHYSIO-CONTROL	LP5 CHARGER	016704	00	00	Y	
20		PHYSIO-CONTROL	LP5 CHARGER	016705	00	00	Y	
21		PHYSIO-CONTROL	BATT SUPP SYST	005172	00	00	Y	
22		PHYSIO-CONTROL	BATT SUPP SYST	006130	00	00	Y	
23		Physio-Control	Voice Recorder	001473	00	00	y	
24		Physio-Control	Voice Recorder	001477	00	00	Y	

Note - Lines 23 & 24 added 5/1/89

AGENDA ITEM
#6
01514

NATIONAL ASSOCIATION of COUNTIES

440 First St. NW, Washington, DC 20001
202/393-6226

RECEIVED
MAY 8 1989
COUNTY JUDGE

MEMORANDUM

TO: County Executives, County Board Chairs, Administrators, and State Association Executive Directors

FROM: James J. Snyder, NACo President

RE: Voting Credentials - 1989 Annual Conference

DATE: May 5, 1989

It's that time again!

We are in the midst of preparing for NACo's 54th Annual Conference to be held July 15-18, 1989 in Hamilton County, (Cincinnati) Ohio.

We need your help to insure that your county will be able to participate in the Association's annual election of officers and policy adoption for this year's American County Platform.

Please tell us on the enclosed form the name of the voting delegate and alternate(s) authorized to pick up your county's credentials material.

Note that the NACo bylaws regarding voting require that counties be paid-up members and that a registration fee for the conference must be paid.

Also, State Association Executive Directors or Presidents will be entitled to pick up unclaimed credentials as of Monday, July 17, 1:00 p.m. If you do not want the State Association to be allowed to do so please note such on the form.

Please return the form to NACo by June 23, 1989.
Send to:

Credentials Committee
c/o Ellen Rigrodsky
National Association of Counties
440 1st St., N.W.
Washington, D.C. 20001

Thanks in advance for your prompt attention to this matter. We look forward to seeing you at the Annual Conference.

7. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: REQUEST TO ADVERTISE FOR BIDS FOR IMPROVEMENTS TO OUTDOOR STAGE AT GEORGE MEMORIAL LIBRARY (FUNDS AVAILABLE):

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to advertise for bids for improvements to outdoor stage at George Memorial Library.

8. DANIEL KOSLER, E.M.S., RE: REQUEST TRANSFER OF 1987 FORD SEDAN FROM SHERIFF'S DEPT. TO E.M.S.:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to transfer 1987 Ford Sedan from Sheriff's Department (VIN# 2FABP72FAHX184802) to E.M.S.

9. ACCEPT STREETS INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN THE FOLLOWING SUBDIVISION IN PCT. 4: LAKES OF AUSTIN PARK, SEC. 2 & RELEASE LETTER OF CREDIT S108635; SWEETWATER, SEC. 12 & 12A & RELEASE BOND #05-70-21; AND GRANTS LAKE, SEC. 1 & CANCEL LETTER OF CREDIT S004782:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following streets into the county road maintenance system: (Recorded in minutes in full)

LAKES OF AUSTIN PARK, SEC. 2: (Release Letter of Credit)

Grand Cayman Ct.	198'
Cayman Dr.	692'
Jamaica Dr.	364'
Nassau Dr.	290'
Bermuda Dr.	263'
Total	1,807'

SWEETWATER, SEC. 12 & 12A: (Release maintenance bond)

Knightsbridge Blvd.	1640'	(does not include 100' City of Sugar Land)
St. Michaels Ct. (East)	1781'	
St. Michaels Ct. (West)	417'	
Aylesbury Ct.	60'	
Stalybridge St.	879'	
Stalybridge Ct.	55'	
Stretford Ct.	232'	
Rainford Ct.	249'	
Hessenford St.	1633'	
Dartmoor St.	1179'	
Dartmoor Ct.	138'	
Seaton Ct.	239'	
Hollinfare Ct.	204'	
Total	8706'	

GRANTS LAKE, SEC. 1: (Cancel Letter of Credit)

Grants Lake Blvd.	2310'
Robinsons Ferry	885'
Total	3195'

10. CONSIDER REDUCING SUGARLAND PROPERTIES LETTER OF CREDIT #S118572 IN THE AMOUNT OF $297,100 (CONSTRUCTION BOND) TO $89,130 (MAINTENANCE BOND), OAKS OF ALCORN, SEC. 1, PCT. 4:

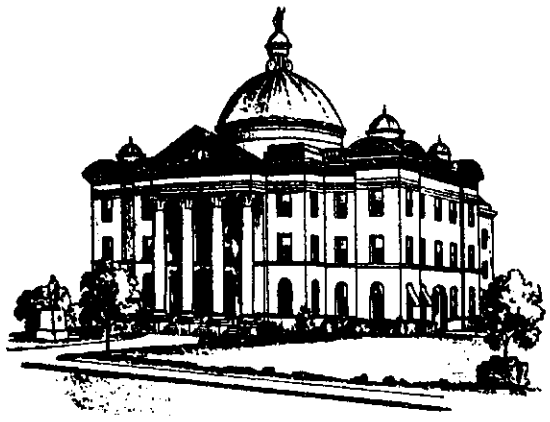
Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reduce Sugarland Properties Letter of Credit #S118572 in the amount of $297,100 (construction bond) to $89,130 (maintenance bond) for Oaks of Alcorn, Sec. 1, Pct. 4. (Recorded in minutes in full)

9

0038

01516

OFFICE OF
BOB LUTTS
COMMISSIONER
PRECINCT 4



P. O. BOX 187
FULSHEAR, TEXAS 77441
(713) 346-1432

THE STATE OF TEXAS COUNTY OF FORT BEND

May 11, 1989

Commissioner Bob Lutts
Fort Bend County Precinct 4
P.O. Box 187
Fulshear, Texas 77441

Re: Lakes of Austin Park Section II

Dear Sir:

A final inspection was made on 5-11-89 on the above subdivision and all deficiencies have been corrected.

The streets, along with their footage lengths; are as follows:

Grand Cayman Ct.	198'
Cayman Dr.	692'
Jamaica Dr.	364'
Nassau Dr.	290'
Bermuda Dr.	263'

Total 1807'

The letter of credit that can be released upon acceptance of roads in Commissioners Court is #S108635.

If you have any questions please call.

Sincerely,

Karl Baker

Karl E. Baker, P.E.
Assistant Engineer

KEB/sk

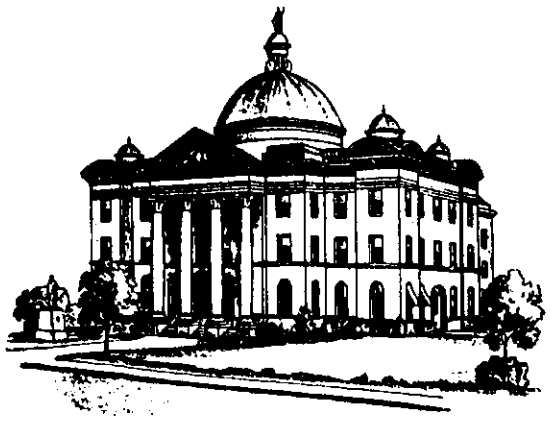
cc: Karl Baker

9

0038

01517

OFFICE OF
BOB LUTTS
COMMISSIONER
PRECINCT 4



P. O. BOX 187
FULSHEAR, TEXAS 77441
(713) 346-1432

STATE OF TEXAS COUNTY OF FORT BEND

May 11, 1989

Commissioner Bob Lutts
Fort Bend County Precinct 4
P.O. Box 187
Fulshear, Texas 77441

Re: Sweetwater Section 12 & 12A

Dear Sir:

A final inspection was made on 5-11-89 on the above subdivision and all deficiencies have been corrected.

The streets, along with their footage lengths; are as follows:

Knightsbridge Blvd.	1640'
(does not include 100' City of Sugar Land)	
ST. Michaels Ct.(East)	1781'
ST. Michaels Ct.(West)	417'
Aylesbury Ct.	60'
Stalybridge St.	879'
Stalybridge Ct.	55'
Stretford Ct.	232'
Rainford Ct.	249'
Hessenford St.	1633'
Dartmoor St.	1179'
Dartmoor Ct.	138'
Seaton Ct.	239'
Hollinfare Ct.	204'

Total 8,706'

The maintenance bond #05-70-21 can be released in Commissioners Court when the roads are accepted.

Sincerely,

Karl Baker

Karl E. Baker, P.E.
Assistant Engineer

KEB/sk

cc: Karl Baker

AS PER ORIGINAL 01589

COUNTY OF FORT BEND

Engineering Department

01518

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

May 1, 1989

RECEIVED
MAY 02 1989

Commissioner Bob Lutts
Fort Bend County, Precinct #4
P. O. Box 187
Fulshear, TX 77441

Re: Final Inspection - Grants Lake, Section 1

Dear Sir:

Final inspection was made for the above subdivision, May 1, 1989, with Marc Grant and Glen Harris of Harris Construction Company; all deficiencies have been corrected. The Letter of Credit #S004782 is in force at this time and will expire May 22, 1989.

The following roads are in this subdivision:

Grants Lake Blvd.	2,310 linear feet
Robinsons Ferry	885 linear feet

If you have any questions, please call.

Sincerely,

Karl E Baker

Karl E. Baker, P.E.
Assistant Engineer

KEB/mk
cc: Darri Ofczarzak, Sugarland Properties, Inc.
file

0038 10

01519

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

AS PER ORIGINAL

May 16, 1989

Sugarland Properties
Ms. Darri Ofczarzak
1250 Shoreline Drive, Suite #360
Sugar Land, TX 77478

Re: Oaks of Alcorn, Section 1 - Letter of Credit #S118572

Dear Ms. Ofczarzak:

On May 15, 1989, the Commissioners' Court of Fort Bend County authorized the reduction of the Letter of Credit #S118572 in the amount of $297,100.00 (construction bond) to $89,130.00 (maintenance bond), on Oaks of Alcorn, Section 1 in Precinct 4. Please forward to this office the new Letter of Credit to replace the old one.

I trust that this letter will satisfy your request. Please do not hesitate to contact our office should you have additional questions.

Sincerely,

Ronald D. Drachenberg

Ronald D. Drachenberg, P.E., R.P.S.
County Engineer

RDD/mk
cc: Commissioner Bob Lutts, Pct. #4
Dianne Wilson, County Clerk
file
attachments (blank/Letter of Credit forms)

#10

RECEIVED 0038
MAY 11 1989 01520
FILE

AS PER ORIGINAL

May 8, 1989

Commissioner Bob Lutts
FORT BEND COUNTY - PRECINCT 4
P.O. Box 187
Fulshear, Tx 77441

Re: Oaks of Alcorn I

Dear Commissioner Lutts,

Attached please find a copy of Karl Baker's letter dated March 29, 1989 stating that the streets in the above referenced subdivision have been built in accordance with approved plans and specifications. Also attached is a copy of the Engineer's Certificate of Completion.

We would like to submit as an agenda item for the next Commissioners' Court that the construction Letter of Credit #S118572 in the amount of $297,100 be reduced to $89,130 for the duration of the maintenance period in accordance with Section 3.7.E of the Fort Bend County Subdivision Platting policy.

If you have any questions, please call. Thank you for your assistance.

Sincerely,

SUGARLAND PROPERTIES INCORPORATED

Darri Ofczarzak

Darri Ofczarzak
Field Coordinator

DJO/ds

Attachments

cc: ✓Karl Baker - FBC Engineering
File 06-369-521

UJA MAR 30 1989

0038

COUNTY OF FORT BEND

01521

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

AS PER ORIGINAL

March 29, 1989

Mr. Jim Snell
Lichliter/Jameson & Assocs.
11111 Brooklet Drive, Suite #100
Houston, TX 77099-3596

Re: Oaks of Alcorn, Section 1

Dear Mr. Snell:

This is to inform you that an inspection has been made on the streets in the above referenced subdivision and it appears to have been constructed in accordance with the approved plans and specifications.

In order for these streets to be accepted for maintenance into the County Road System, the following criteria must be met as outlined in Section 7 of the "Fort Bend County Subdivision Platting Policy" as adoped December 4, 1985. This Policy states:

7.1 The road(s) must be at least one(1) year old and 60% of the lots must have been developed. A complete system of traffic control signage must be in place and must conform to the road construction plans approved by the Engineering Department.

7.2 Requests for acceptance will be directed to the respective Fort Bend County Commissioner by the developer or by the lot owners.

7.3 The County Commissioner will then perform an inspection and request the County Engineer to perform an inspection and the County Engineer will develop a composite list of deficiencies.

7.5 After the deficiencies are corrected, a request for acceptance will be directed to the respective County Commissioner by the developer.

According to the above provisions, this section can be accepted for maintenance for at least one(1) year after March 28, 1990, and 60% of the subdivision or development served by the roadway is developed. After these criteria are met and our inspection has shown compliance with all county requirements, the Commissioners Court can consider acceptance of the streets or roadway.

AS PER ORIGINAL

0038

01522

Please submit an Engineer's Affidavit for Oaks of Alcorn, Section 1.

Everything within the street or road right-of-way must be acceptable at that time including streets, inlets, driveways, storm sewers, street signs and sidewalks.

If there is any additional information you need, please let us know.

Sincerely yours,

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

KEB/mk
cc: file

AS PER ORIGINAL 6038

Lichliter/Jameson & Associates, Inc. 104523
CONSULTING ENGINEERS AND PLANNERS

CERTIFICATE OF COMPLETION

TO: Fort Bend County Engineers

DATE: March 29, 1989

CONTRACT: Oaks of Alcorn
Paving Improvements - Section One

DEVELOPER: Sugarland Properties Incorporated

JOB NO. H-161-0602-07

CONTRACTOR: Durwood Greene Construction Company

Gentlemen:

I hereby certify this project was substantially complete March 29, 1989; the project was under continuous inspection during construction; that all inspection was performed under the supervision of William R. Zollman, Registered Professional Engineer; that to the best of my knowledge, this project was constructed substantially in accordance with plans and specifications approved by Fort Bend County.

STATE OF TEXAS
W. R. ZOLLMAN
49950
REGISTERED PROFESSIONAL ENGINEER

Submitted By:

Lichliter/Jameson & Associates, Inc.
William R. Zollman, P.E.
Senior Project Manager

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

11. ACCEPT FOR THE MINUTES THE INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE STATE PURCHASING & GENERAL SERVICES COMMISSION FOR TEX-AN TELEPHONE LINES:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve Interlocal Agreement between Fort Bend County and the State Purchasing & General Services Commission for Tex-An Telephone lines as recommended by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

12. CONSIDER APPLICATION FROM UNITED TEXAS TRANSMISSION TO LAY PIPELINE UNDER BIG CREEK & DITCH II-B-7, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from United Transmission to lay pipeline under Big Creek & Ditch II-B-7, Pct.1. (Recorded in minutes in full)

13. CONSIDER APPLICATION FROM ZINN PETROLEUM TO LAY PIPELINE ALONG KATY-GASTON RD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Zinn Petroleum to lay pipeline along Katy-Gaston Rd., Pct. 3. (Recorded in minutes in full)

14. CONSIDER APPLICATIONS FROM SUGARLAND PROPERTIES TO CONSTRUCT LEFT-TURN LANE AND INTERSECTION TIE-IN; AND ESPLANADE OPENING, LEFT-TURN LANE & INTERSECTION TIE-IN ON SWEETWATER BLVD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit applications from Sugarland Properties to construct left-turn lane and intersection tie-in; esplanade opening, left-turn lane & intersection tie-in on Sweetwater Blvd., Pct. 4. (Recorded in minutes in full)

15. CONSIDER APPLICATION FROM HOUSTON LANDSCAPE SYSTEM INC. TO CONSTRUCT SIDEWALKS ALONG WATERS WAY, COLONISTS PARK & SERENE OAK, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from Houston Landscape System Inc. to construct sidewalks along Waters Way, Colonist Park & Serene Oak, Pct. 3. Cashier's check in the amount of $1,000 and Permit and License Bond in the amount of $2,000 was presented to Commissioners Court. (Recorded in minutes in full)

16. CONSIDER AWARDING ENGINEERING SERVICES FOR LANDFILL GAS FLARE SYSTEMS:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to award proposal for engineering services for landfill gas flare system to GFS in the amount of $75,000 as recommended by Ron Drachenberg, County Engineer. (Recorded in minutes in full)

17. CONSIDER PROCEDURES OF DISPOSING OF DEAD ANIMALS IN FORT BEND COUNTY:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until a later date.

0038 #11

01525

MEMORANDUM

DATE: May 10, 1989

TO: County Judge Jodie Stavinoha
Commissioner R. L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

FROM: Marsha P. Gaines, Tax Assessor/Collector

REFERENCE: Commissioners Court Agenda

Please place the following on the agenda for May 15, 1989:

1. To be recorded in the minutes.
   Interlocal agreement between Fort Bend County and the State Purchasing and General Services Commission; TEX-AN telephone lines

Marsha

5-15
#11

CONTRACT NUMBER G47000

THE STATE OF TEXAS

0038

COUNTY OF TRAVIS

INTERLOCAL COOPERATION ACT CONTRACT

01526

AS PER ORIGINAL

This Contract and Agreement is entered into by and between the State Agency and the Local Governmental Body ederal Governmental Body shown below as Contracting Parties, pursuant to the authority granted and in com- nce with the provisions of the "Interlocal Cooperation Act," Article 4413 (32c) V.T.C.S.

CONTRACTING PARTIES:

The Receiving Party County of Fort Bend.

The Performing Party State Purchasing and General Services Commission.

II. STATEMENT OF SERVICES TO BE PERFORMED:

Intercity long distance voice telephone service provided on the Texas Agency Network (TEX-AN) and data and/or specialized voice circuits, on an as available basis, as requested by the Receiving Party.

(NOTE: Local service, i.e., keysets, PBX, CENTREX, etc., and long distance service not placed on the TEX-AN will continue to be billed to the Receiving Party by the local telephone company as heretofore.)

The Performing Party agrees to the following:

A. To reimburse all concerned telephone companies for the costs of the network.

B. To make available to the Receiving Party the use of the TEX-AN scheduled in such a way as to meet the needs of the Receiving Party, provided this does not violate the rules and regulations necessary to operate the system.

C. Specialized voice and data circuits will be provided on a space available basis.

The Receiving Party agrees to the following:

A. To abide by the administrative rules and regulations necessary for the efficient operation of the system and those necessary for the Performing Party to meet its commitment with the telephone industry.

B. Reimburse the Performing Party for the initial installation charges for interconnection of the TEX-AN with the Receiving Party's PBX or other facilities, as required, as well as for subsequent installation/modification charges if and as necessary. The Receiving Party will continue to be billed by the local telephone company for the use of any equipment or facilities which is not common to the Texas Agency Network.

C. To provide the Performing Party at least sixty (60) days advance notice, in writing, in the event cancellation of this contract becomes necessary.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

The monthly billing to the Receiving Party will include the following:

A. A minimum monthly charge for TEX-AN switched voice service equal to the direct and indirect costs incurred by state government for providing the service or a monthly charge based on usage, whichever is higher. Direct costs are those charges for equipment which are required to obtain access to the TEX-AN network and depend upon the current telephone industry tariffs and the number and types of access circuits provided. Indirect costs are based on a prorata share of charges for network common equipment (when applicable) as determined by proportionate usage of those facilities. The current minimum

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01527

AS PER ORIGINAL

monthly charge based on the number and types of circuits presently installed and projected usage of those circuits is $580.04. When actual usage charges exceed the minimum monthly charge, billing will be for usage. The addition or deletion of circuits which provide access to the TEX-AN network will result in corresponding changes to the minimum monthly charge. Such changes will be accomplished by executing an amendment to this contract.

B. A charge for specialized voice and/or data circuits as requested by each party on an actual cost basis.

C. An overhead charge for the operation of the system by the State Purchasing and General Services Commission at a rate not to exceed 15% of the total of Items A and B above, prorated on an actual cost basis.

Amendment to this contract may be necessary if specialized circuits are requested and provided, Receiving Party usage increases, telephone company rates increase, or for other unforeseen causes.

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed $9,000.00 (nine thousand dollars).

V. PAYMENT FOR SERVICES:

Receiving Party shall pay for services received upon receipt of a proper invoice or voucher prepared by the Performing Party within fifteen (15) days from receipt of same.

Payment for services performed shall be billed monthly.

Payment received by the Performing Party shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This contract is to begin upon installation of service and

shall terminate August 31, 1989.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected parties of Local, State, and/or Federal Government, (2) the proposed arrangements serve the interest of efficient and economical administration of Local, State, and/or Federal Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

Receiving Party further certifies that it has the authority to contract for the above services by authority granted in Article 4413(32c) V.T.C.S. and/or Section 10, Article 601b, V.T.C.S.

Performing Party further certifies that it has authority to perform the services contracted for by authority granted in Article 4413(32c) V.T.C.S. and/or _____.

RECEIVING PARTY

County of Fort Bend
Name of Agency

By: [signature]
Authorized Signature

Tax Assessor-Collector
Title

Date: 5-15-89

PERFORMING PARTY

State Purchasing and General Services Commission
Name of Agency

By: _____
Authorized Signature

_____
Title

Date: _____

#12

AS PER ORIGINAL

0038
01528

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of United Texas Transmission, Co. dated 5/3/89, permit no. 81050 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner O'Shiels, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81050

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

Karl E. Baker, P.E.

Karl E. Baker, P.E.
Assistant Engineer

5/11/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
~~Phone: 342~~-3039

RECEIVED MAY 10 1989

0038
01530

AS PER ORIGINAL

REVIEW FORM

On May 11, 1989 (date) the Drainage District (department/office) reviewed the: (circle one and fill in information)

1. Construction Plans _____

2. Plat _____

3. Permit UNITED TEXAS TRANSMISSION CO.

and agrees that this project meets with minimum requirements of this department or office. The following comments may need to be addressed or observed. _____

Signature of Department Head

0038

01531

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 81050

Formal notice is hereby given that UNITED TEXAS TRANSMISSION COMPANY proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, 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			
BIG CREEK	300 FEET NORTH OF INTERSECTION OF F.M. 2977 & BIG CREEK	320'	OPEN CUT			
DITCH 2-B-7	2100 FEET N.E. OF INTERSECTION OF F.M. 2977 & BIG CREEK	100'	OPEN CUT			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

U.T.T.CO. PROPOSES TO CROSS BIG CREEK AND DITCH NO. 2-B-7 WITH AN 18' O.D. PIPELINE FOR GAS SERVICE AT THE LOCATIONS INDICATED ABOVE. U.T.T.CO. WILL UTILIZE AN OPEN CUT METHOD TO INSTALL THE SUBJECT PIPELINE AT BOTH LOCATIONS INSURING THAT THE CROSSINGS ARE INSTALLED SUCH THAT PRESENT ULTIMATE CHANNEL PREDICTIONS ARE NOT COMPROMISED.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: UNITED TEXAS TRANSMISSION COMPANY
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)
R. L. JAGOT, Manager
NAME & TITLE Property & Riht of Way Dept.
(Please Print)

DATE: May 3, 1989
ADDRESS: P. O. Box 4758
(Street/P.O. Box)

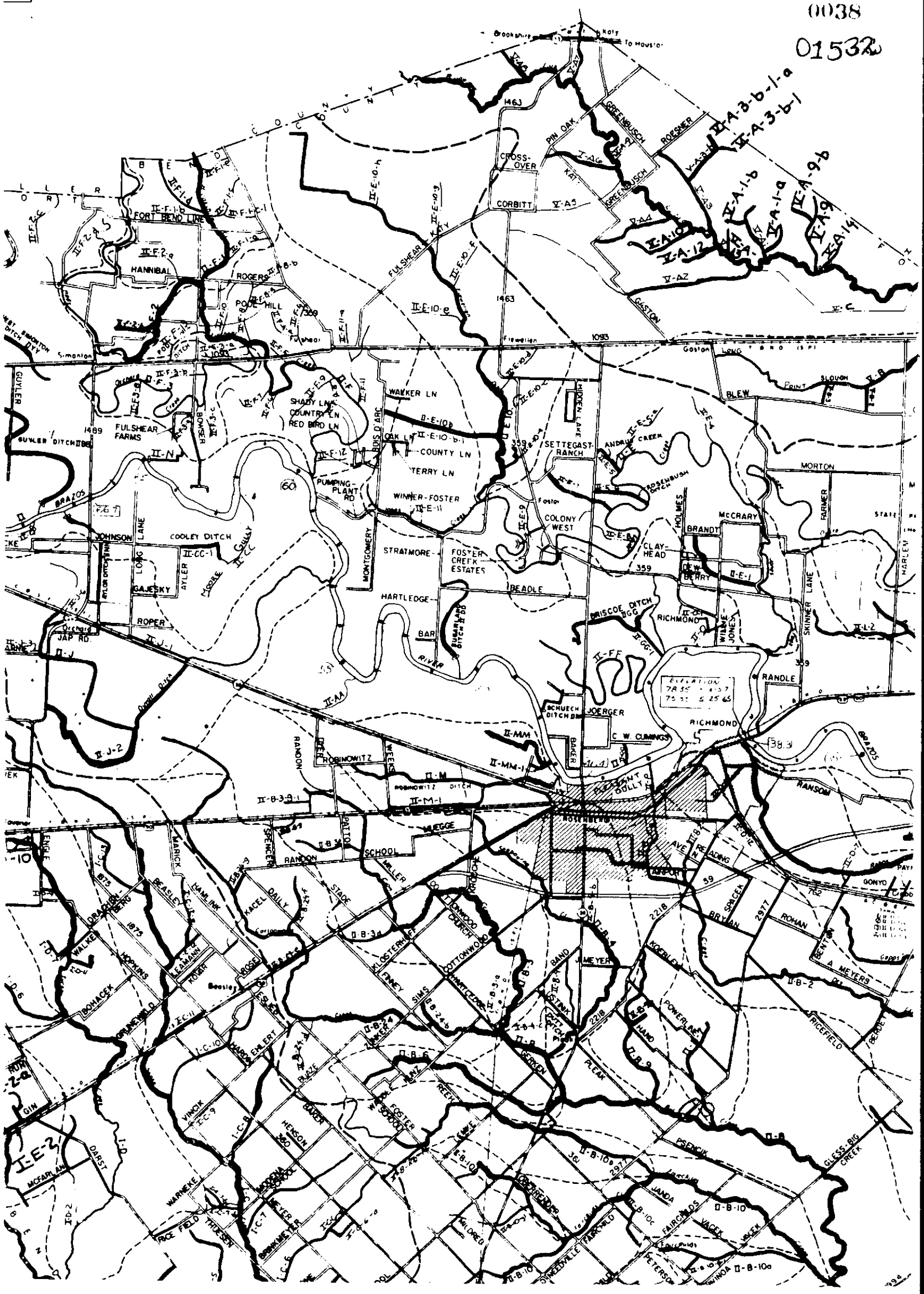
Houston Texas 77210-4758
City State Zip
TELEPHONE NO: (713) 729-9710

AS PER ORIGINAL

WESTERN GULF REGION

0038

01532



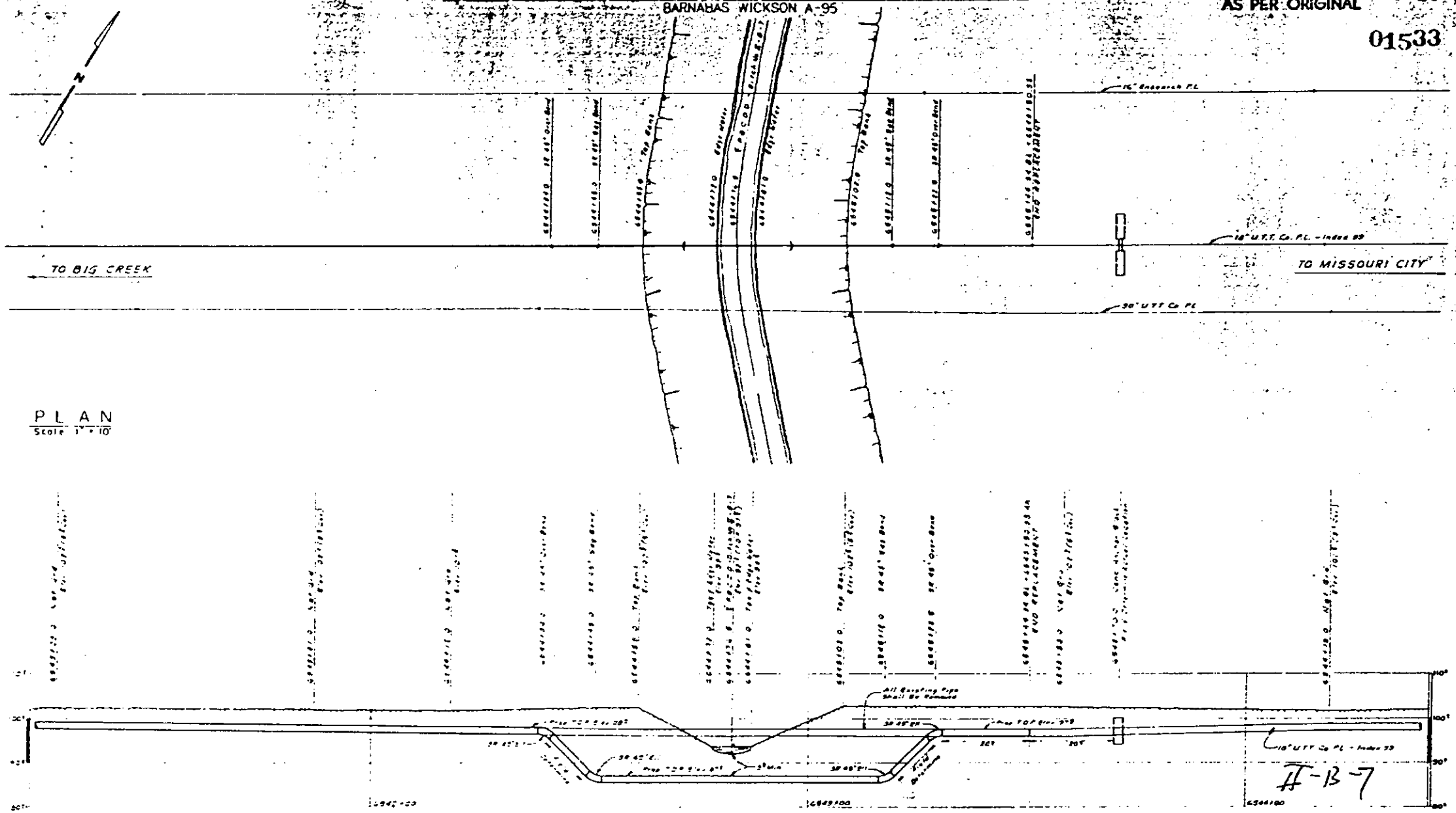
II-B-7

FORT BEND COUNTY, TEXAS

BARNABAS WICKSON A-95

AS PER ORIGINAL 0038

01533



PRELIMINARY

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

II-B-7

UNITED TEXAS TRANSMISSION COMPANY

ENGINEERING DEPARTMENT - HOUSTON, TEXAS

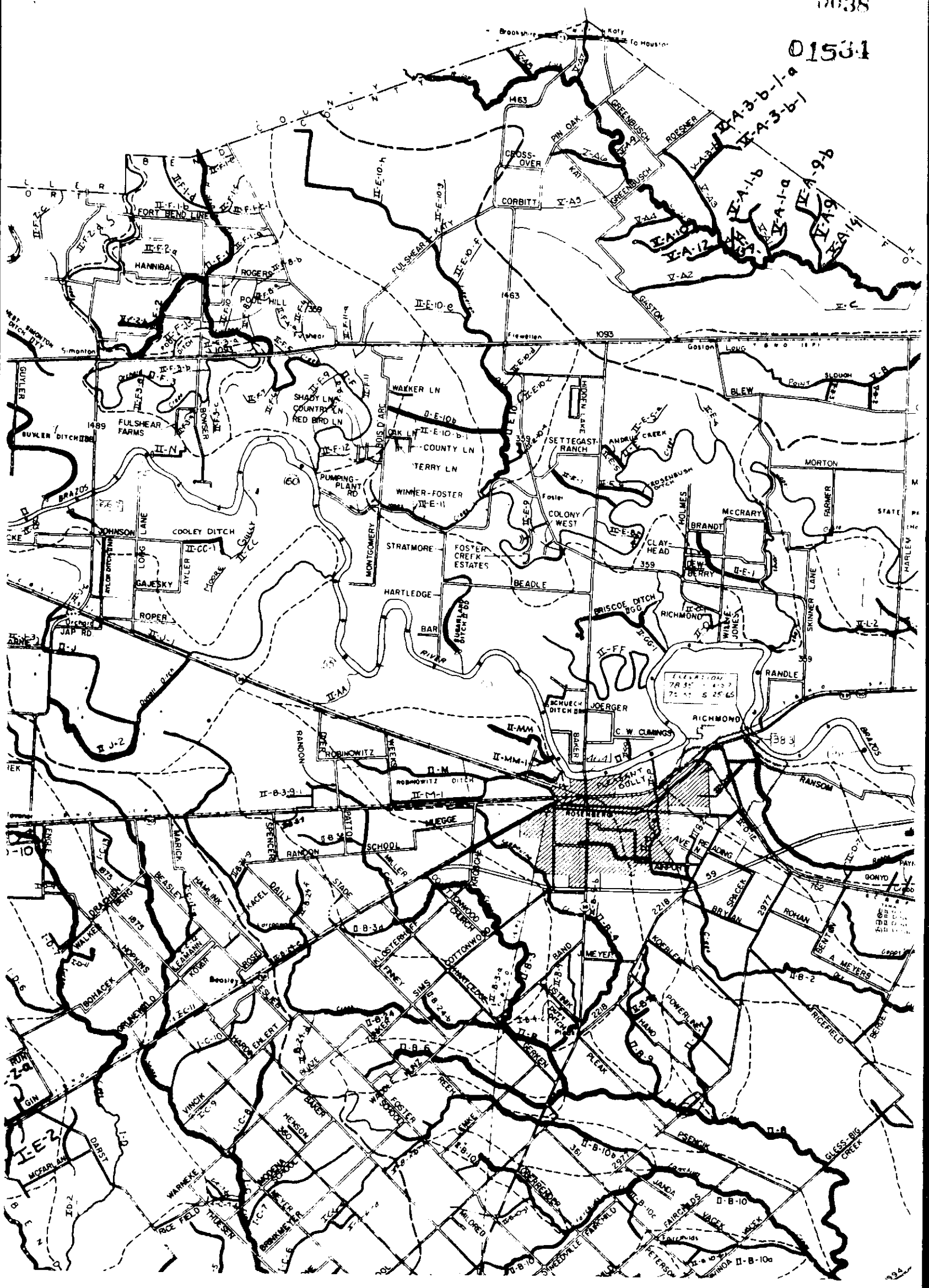
INDEX 39-18" REPLACEMENT
M.P. 129.40 TO M.P. 129.57
FORT BEND COUNTY, TEXAS

DRAWN BY J.A.M.

PF 2575

0038

01531

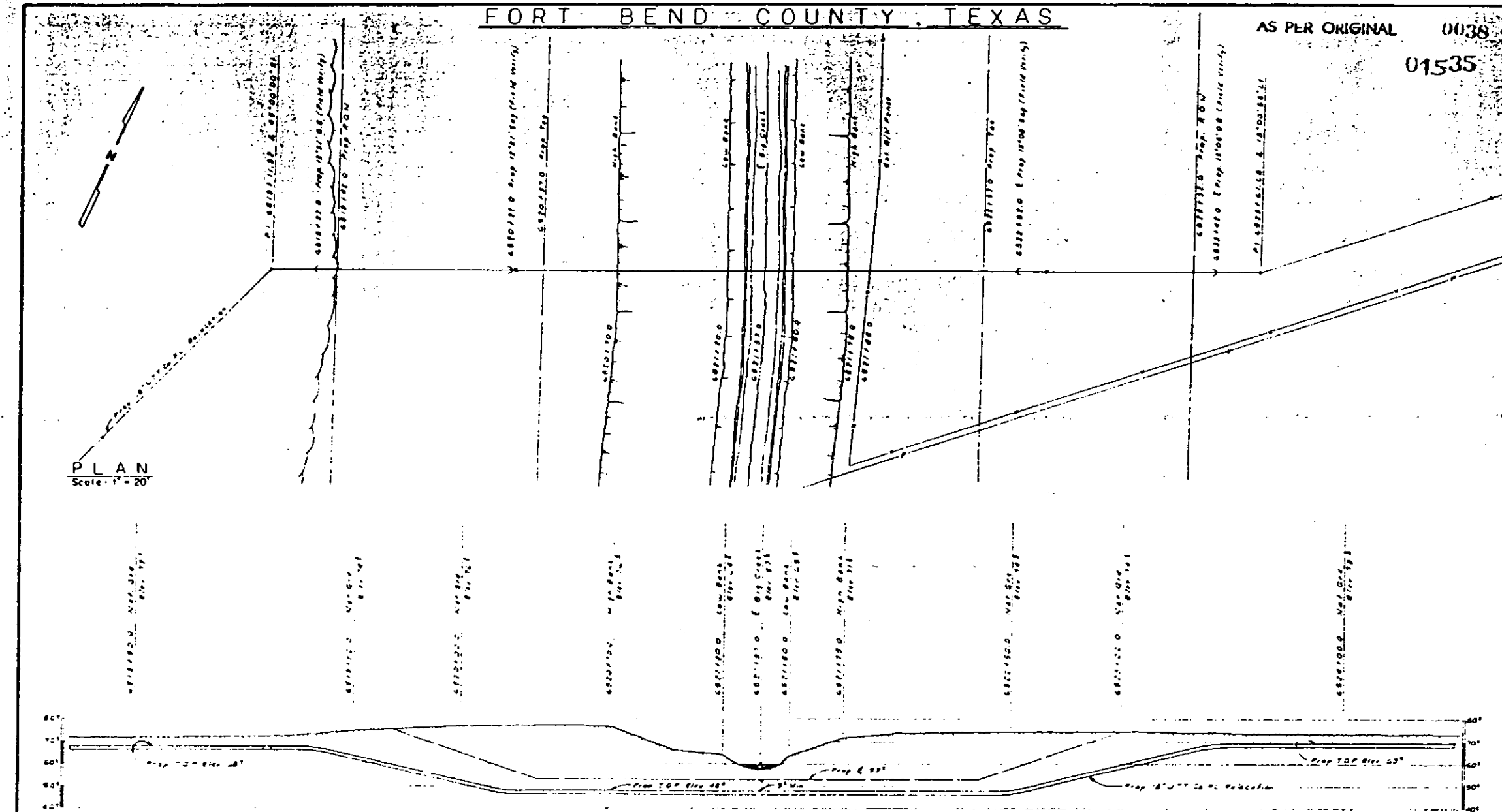


Big Creek

FORT BEND COUNTY, TEXAS

AS PER ORIGINAL 0038

01535



TBM - THC Brass Disk on NW End of South Headwall of FM 2977 Firing Big Creek

Station Control - 4" Vent @ 6524+94.7 on SE ROW of FM 2977 Ref Index 99, Sht 25 of 62

Field Book Ref - Vol 1009, Pg 21-27.

Big Creek

PRELIMINARY

BIG CREEK

UNITED TEXAS TRANSMISSION COMPANY

ENGINEERING DEPARTMENT - HOUSTON, TEXAS

INDEX 99-18" REPLACEMENT
M.P. 129.40 TO M.P. 129.37
FORT BEND COUNTY, TEXAS

DRAWN BY J.A.M.	DATE 5-1-83	CHECKED BY	DATE
TRACED BY	DATE 5-1-83	APPROVED BY	DATE
CHECKED BY	DATE	APPD BY	
APPD BY M.B.S.S.	SCALE Noted		
595-6	SHEET 9	PF 2575	

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

#13

AS PER ORIGINAL

0038

01536

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Zinn Petroleum Co. dated 5/8/89, permit no. 81048 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bachberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Koler
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.

0038

01537

Appl. # 81048

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

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

5/9/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $2,000.00

Cashier's Check

NCNB Texas Cashier's Check **No. 213-** 0026738

NCNB Texas National Bank - Houston
700 Louisiana • Houston, Texas 77002

REMITTER: ZINN PETROLEUM

DATE: MAY 8 1989

NCNB Texas Nat. Bank 2,000 dollars [redacted] cts $***2000.00***

PAY
TO THE
ORDER OF: ***FORT BEND COUNTY***

AMOUNTS $50,000 AND OVER REQUIRE TWO SIGNATURES

C Grant Cole
SEN. VICE PRESIDENT
AUTHORIZED SIGNATURE(S)

Bal
TELLER

⑈2130026738⑈ ⑆113000023⑆ ⑈4140264989⑈

0038

01538

AS PER ORIGINAL

0038

01539

AS PER ORIGINAL

NCNB Texas Cashier's Check **No. 213-** 0026738

NCNB Texas National Bank - Houston
700 Louisiana • Houston, Texas 77002

REMITTER: ZINN PETROLEUM

DATE: MAY 8 1989

NCNB Texas Nat. Bank 2,000 dol's 00 cts [redacted] $***2000.00***

PAY TO THE ORDER OF: ***FORT BEND COUNTY***

AMOUNTS $50,000 AND OVER REQUIRE TWO SIGNATURES

C Grant Cole

AUTHORIZED SIGNATURE(S)

Bachel Hardy

TELLER

⑈2130026738⑈ ⑆113000023⑆ ⑈4140264989⑈

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)

0038

01540

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81098

Formal notice is hereby given that Zinn Petroleum Company proposes to lay, construct, maintain and/or repair a gas pipeline 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
Katy Gaston Road (east side)	5600' north of FM 1093	Nearest northerly ~~Dow Pipeline~~ crossing	~~0.88 Miles~~

General Description

Zinn Petroleum Company proposes to lay a 2" gas pipeline buried 3' below the ditch running along the East side of Katy Gaston Road commencing 5600' from intersection West FM 1093 and continuing approximately .88 miles to inter connect on Dow line.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Zinn Petroleum Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

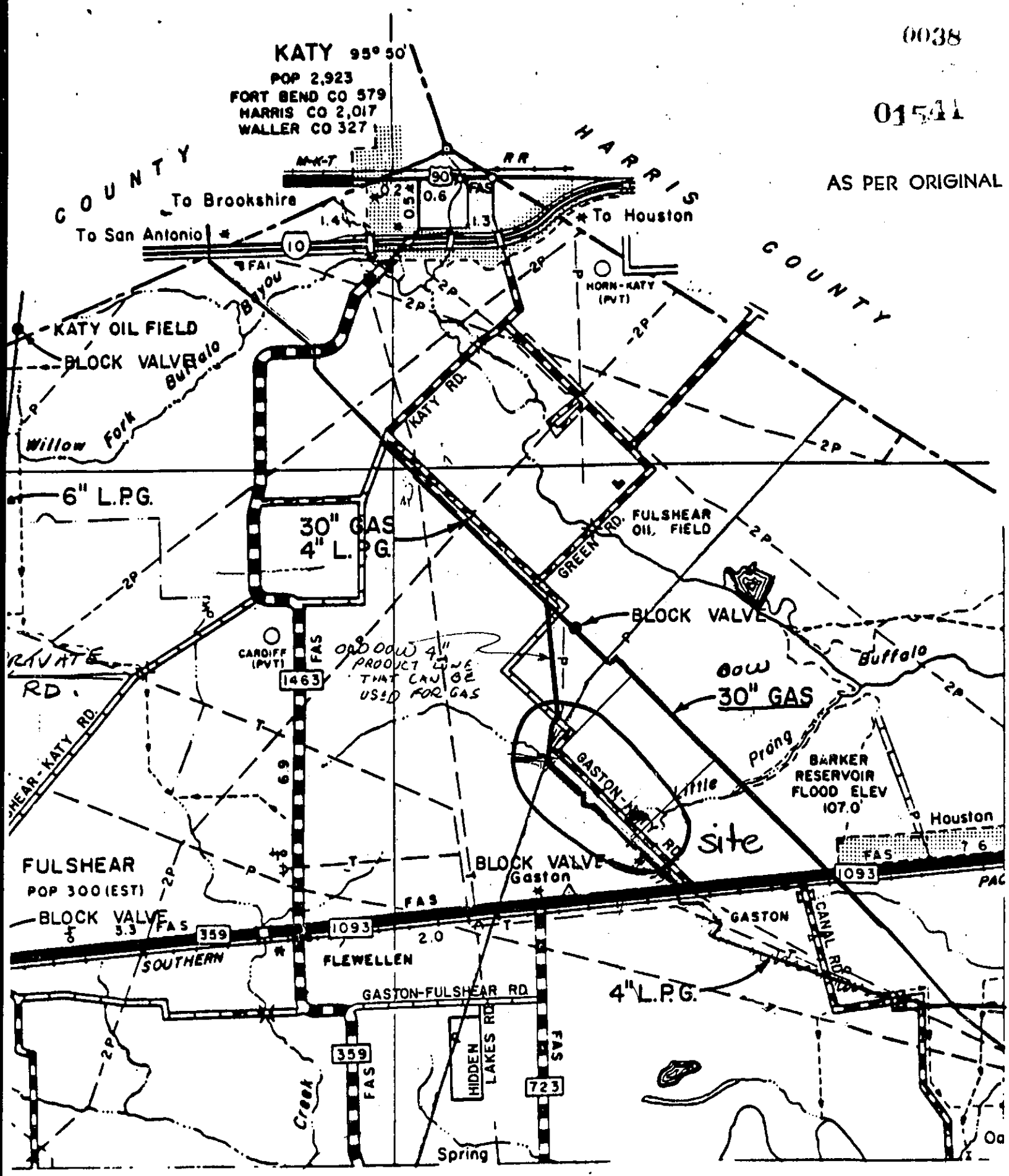
(Signature)

NAME & TITLE Robert L. Zinn, Owner
(Please Print)

DATE: May 8, 1989
ADDRESS: 1100 Milam, Suite 2100
(Street/P.O. Box)

Houston, Texas 77002
City State Zip
TELEPHONE NO: (713) 655-9521

AS PER ORIGINAL

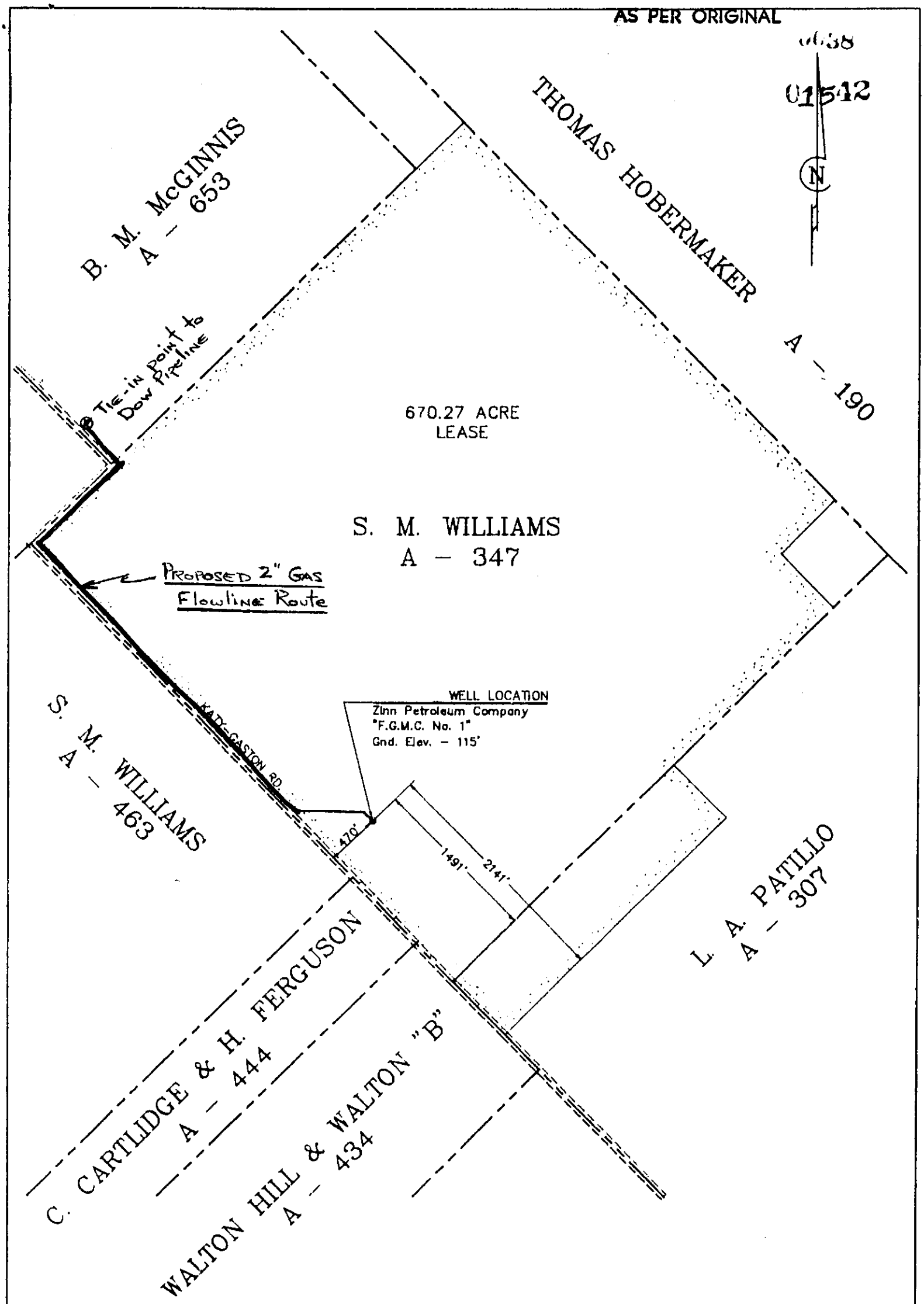


SHEET No. 5

NORTH

2

AS PER ORIGINAL



Revised 4-4-89

I hereby certify that this is a true and correct plat and that the well location shown hereon was staked under my supervision on March 28, 1989.

Martin T. Roe

Martin T. Roe R.P.S. NO. 2106

STATE OF TEXAS
MARTIN T. ROE
2106
REGISTERED
PUBLIC SURVEYOR

PROPOSED WELL LOCATION ZINN PETROLEUM COMPANY F.G.M.C. NO. 1 S. M. WILLIAMS SURVEY, A - 347 FORT BEND COUNTY, TEXAS.	DATE: 3-28-89 SCALE: 1"=1000'

ROE SURVEYING COMPANY
5019 HARDWAY ST., - HOUSTON, TEXAS 77092 - (713) 957-3311

DRAWN BY: M.T.R.	CALC. BY: M.T.R.	CHECKED BY:
CLIENT: ZINN PETROLEUM CO.		JOB NO. 81-06-1160

#14

0038

01543

AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Sugarland Properties, Inc. dated 4/21/89, permit no. 81046 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

0038

01544

Appl. # 81046

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

Karl E. Baker, P.E.
Assistant Engineer

5/8/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

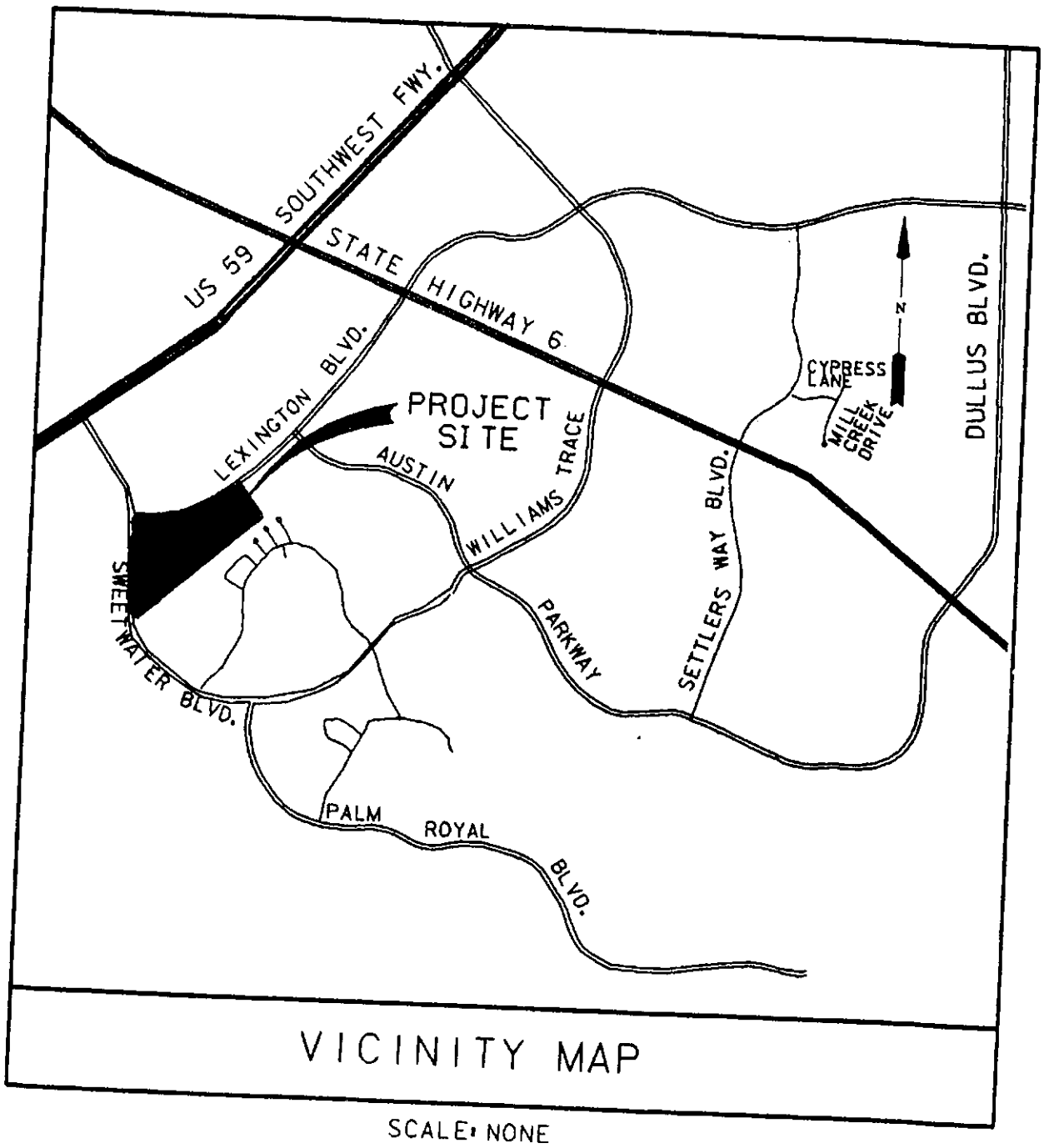
-or-

_____ Performance bond submitted in the amount of _____

No bond required, cover under Colony Meadows, Sec. 1 Maintenance Bond.

01545

AS PER ORIGINAL



VICINITY MAP

SCALE: NONE

0038
G1546

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) H-040-7001-07

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81646

Formal notice is hereby given that Sugarland Properties Incorporated 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

General Description

Construct an esplanade opening, left turn lane and intersection tie-in on Sweetwater Boulevard about 900' south of Lexington Boulevard by saw-cutting and removing existing pavement and curb, then placing concrete according to the construction drawings.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Lichliter/Jameson & Associates, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)
NAME & TITLE William R. Zollman, P.E. Senior Project Manager
(Please Print)

DATE: April 21, 1989
ADDRESS: 11111 Brooklet Dr., #100
(Street/P.O. Box)

Houston, Texas 77099-3596
City State Zip
TELEPHONE NO: (713) 561-5190

AS PER ORIGINAL #14

0038

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

01547

On this 15th day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Sugarland Properties, Inc. dated 4/21/89, permit no. 81047 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Lozer
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.

0038
01548

Appl. # 81047

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

Karl E. Baker, P.E.
Assistant Engineer

4/21/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

No bond required, covered under Oaks of Alcorn, Sec. 3 Maintenance Bond.

0038
01549

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) H-040-7102-07

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81047

Formal notice is hereby given that Sugarland Properties Incorporated 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
SWEETWATER BLVD	ELKINS RD	100'	X			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Construct a left turn lane and an intersection tie-in on Sweetwater Boulevard at the Elkins Road intersection by saw-cutting and removing existing pavement and curb then placing concrete according to the construction drawings.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

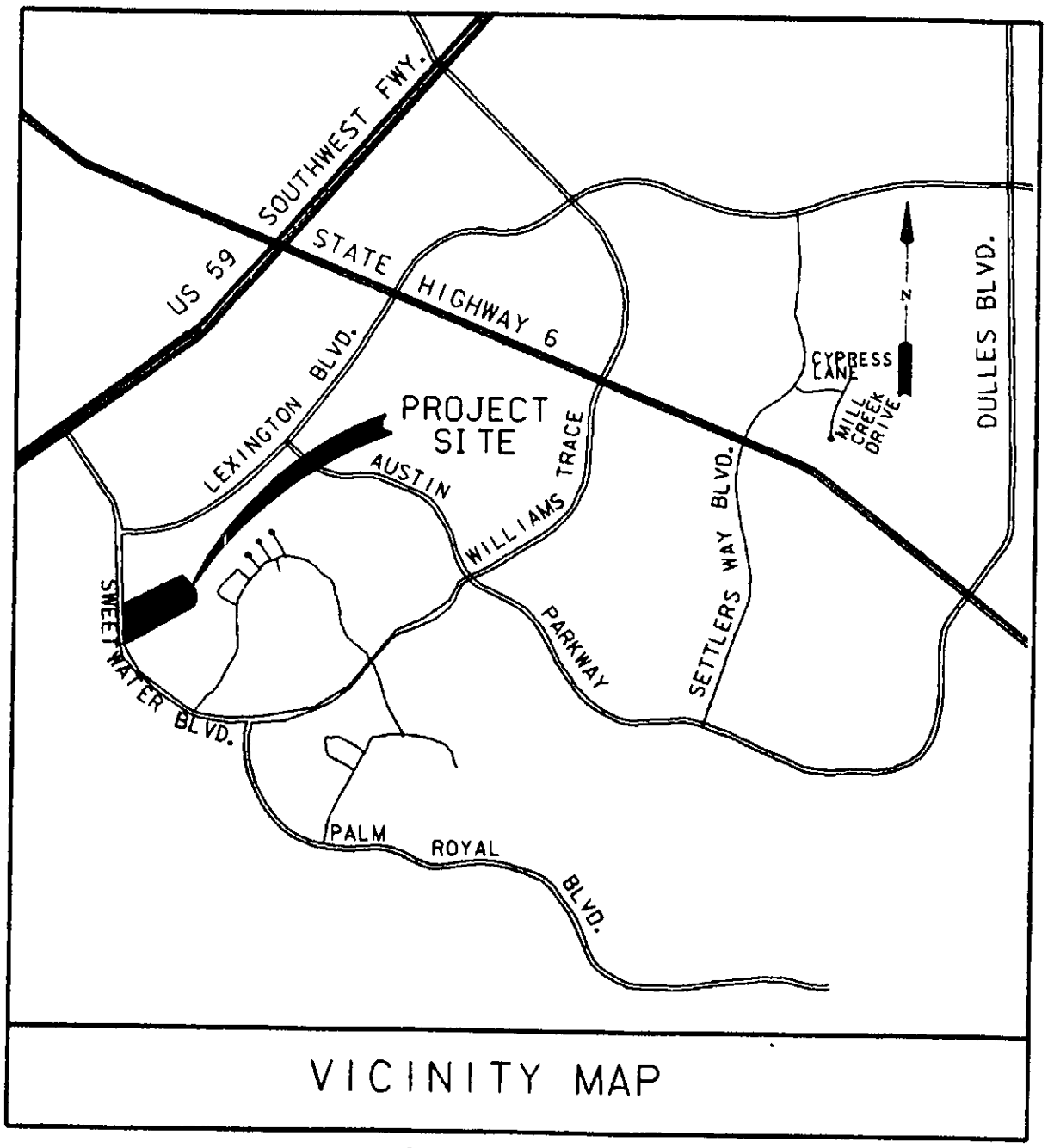
COMPANY NAME: Lichliter/Jameson & Associates, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)
NAME & TITLE William R. Zollman, P.E.
Senior Project Manager
(Please Print)

DATE: April 21, 1989
ADDRESS: 11111 Brooklet Dr., #100
(Street/P.O. Box)

Houston, Texas 77099-3596
City State Zip
TELEPHONE NO: (713) 561-5190

AS PER ORIGINAL



VICINITY MAP

SCALE: NONE

0038 #15

01551

AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Houston Landscape Systems, Inc. dated 5/2/89, permit no. 81049 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Lutts, 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 Ronald Dalenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81049

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

Karl E. Baker, sp.
Karl E. Baker, P.E.
Assistant Engineer

5/11/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of _____

Cashier's Check $1,000.00

#15

0038

01553

AS PER ORIGINAL

EXCHANGE TELLER

NBC Bank Houston na.

P.O. Box 2625 Houston, Texas 77252-2625 713/861-9000

APR 18 89

No. 206233

REMITTER

Irrigation Group, Inc.

$1,000.00 CTS

PAY TO THE ORDER OF

Fort Bend County

3.00fee $ 1,000.00

CASHIER'S CHECK

A 30 day waiting period and an insurance company Double Indemnifying Bond will be required before this check will be replaced or refunded in the event it is lost, misplaced, or stolen.

SR. ASST. VICE-PRESIDENT CASHIER

TWO SIGNATURES REQUIRED IF OVER $100,000.00

⑈206233⑈ ⑆113003619⑆ ⑈3305000009⑈

0038
01554

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81049

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

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
Waters Way	Edgewater Blvd.	Serene Oak	130'
Waters Way	Settlers Way	Old Legend Drive	180'
Colonists Park	Edgewater Blvd	Serene Oak	140'
Serene Oak	Ryans Run Court	Colonists Park	130'

General Description

Landscape, Irrigation, Planting, Sidewalks

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Houston Landscape Systems, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Robert Rayburn
(Signature)

NAME & TITLE Robert Rayburn, Project Manager
(Please Print)

DATE: May 2, 1989
ADDRESS: 1111 Witte Road
(Street/P.O. Box)

Houston, Texas 77055
City State Zip
TELEPHONE NO: (713) 468-1818

RR/tjr

AS PER ORIGINAL

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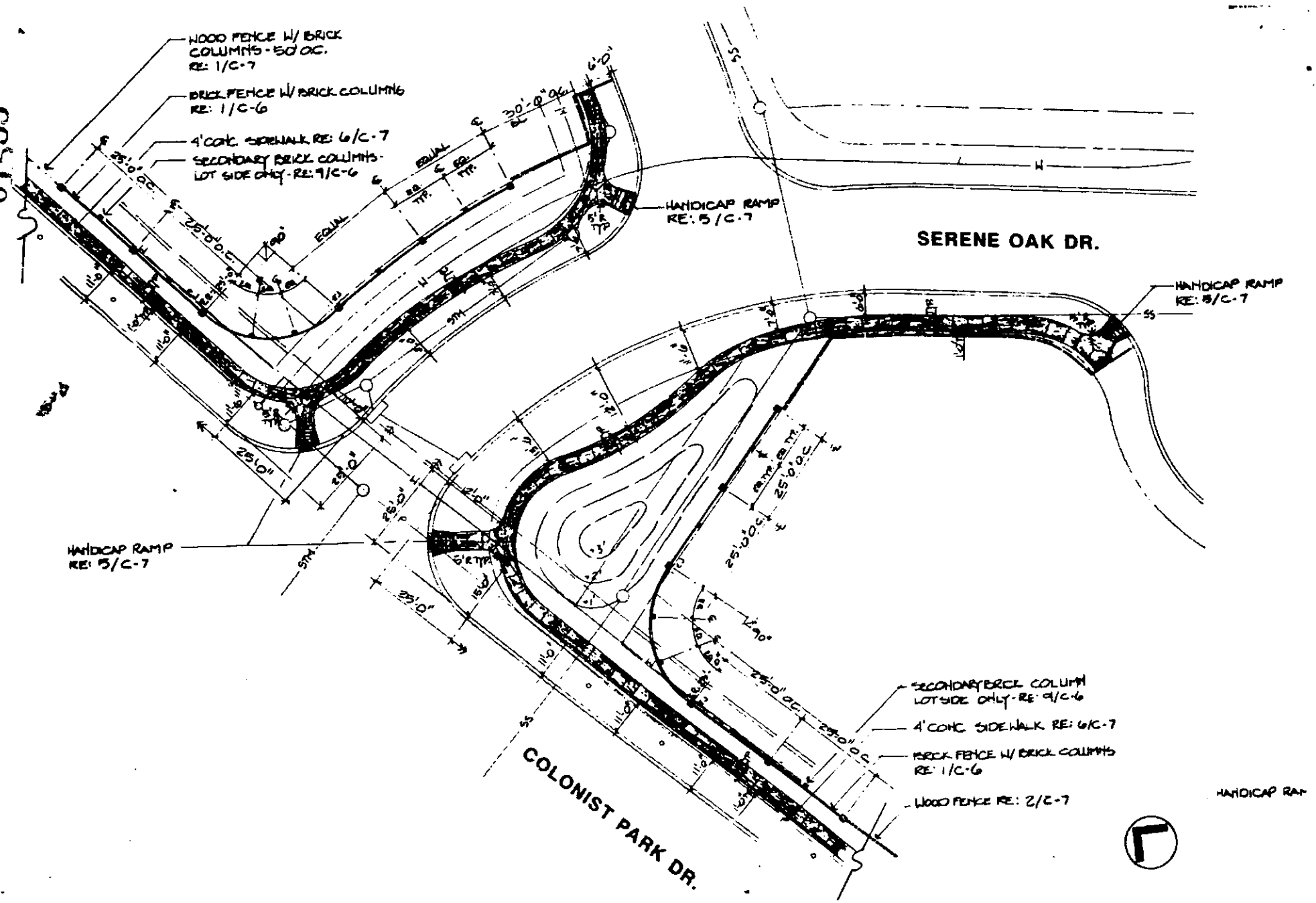
01555



1. SERENE OAK DR. @ COLONIST PARK DR.

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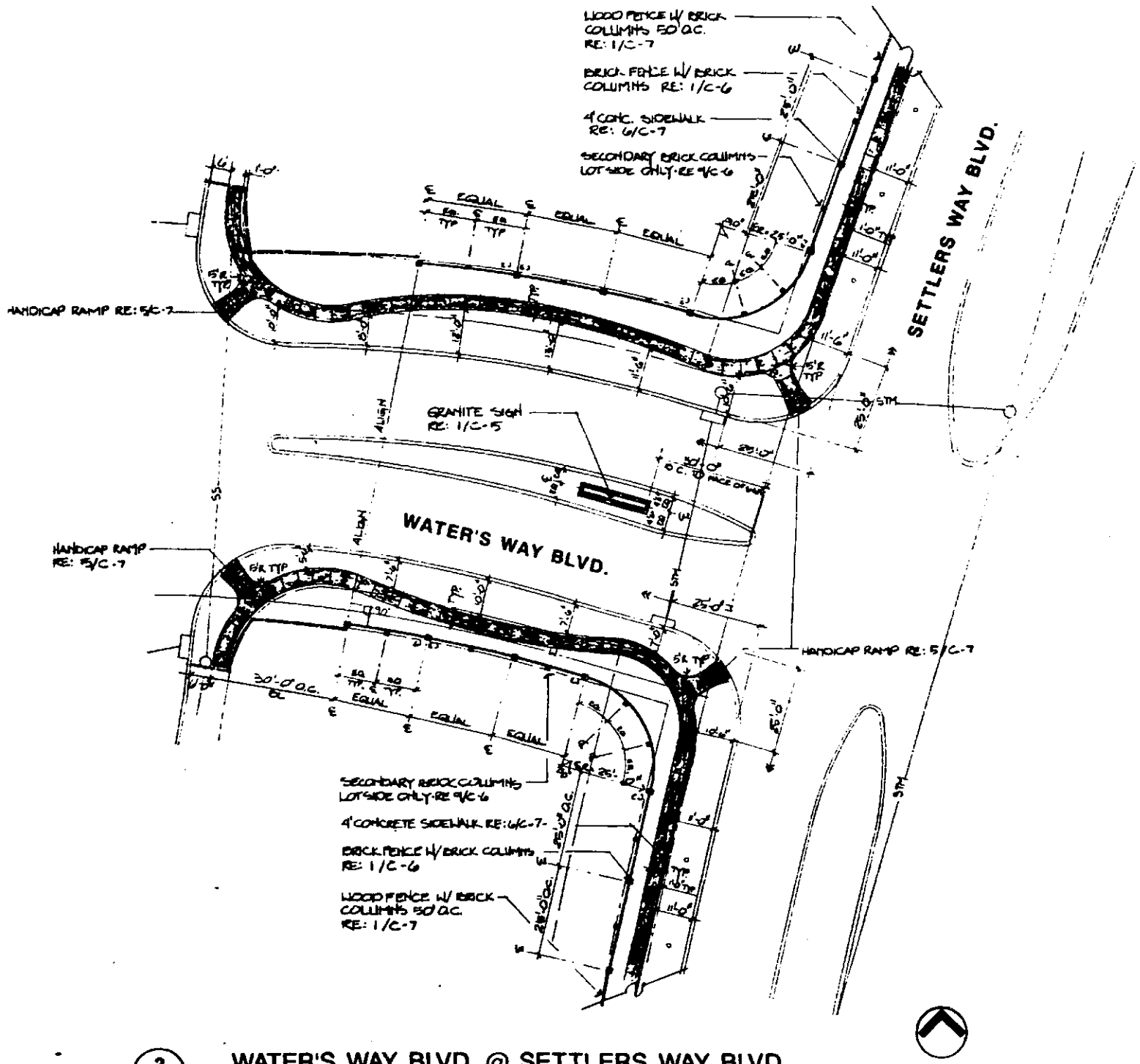
AS PER ORIGINAL

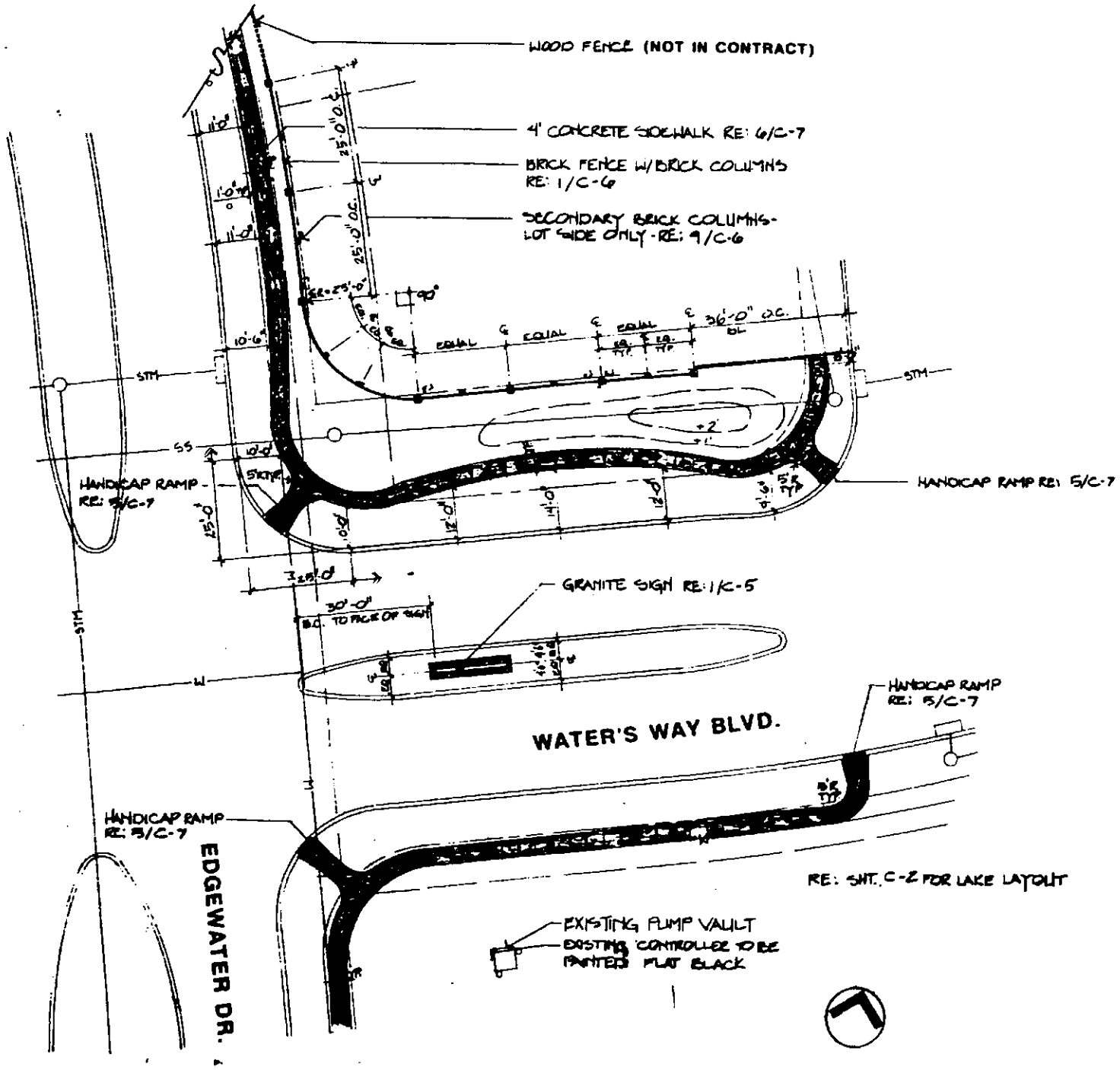


2 WATER'S WAY BLVD. @ SETTLERS WAY BLVD.

0038

01557

AS PER ORIGINAL



3 WATER'S WAY BLVD. @ EDGEWATER DR.

0038
01553
AS PER ORIGINAL
RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

KEY

- WATER LINE/ FIRE HYDRANT
- STORM SEWER LINE
- SANITARY SEWER LINE
- MANHOLE
- UTILITY EASMENT
- CURB/ DRAIN INLET
- PROPERTY/ SETBACK LINE
- BRICK FENCE WITH BRICK COLUMNS
- WOOD FENCE
- EXISTING OVERHEAD POWER LINE
- EXISTING TREE
- LIMIT OF GRADING

NOTES:

1. Sidewalks adjacent to Settlers Way Boulevard and Edgewater Drive to be located 11'-0" from back of curb,1'-0" from right-of-way line within landscape reserve.
2. Sidewalks adjacent to Colonist Park Drive to be located 10'-6" from back of curb, 1'-0" from right-of-way line within landscape reserve.
3. Sidewalks adjacent to interior streets, installed by builder, to be located 6'-0" from back of curb, 1'-0" from right-of-way line within right-of-way.
4. Refer to noted sheets for sidewalk layout in designated areas.
5. Refer to sheet C-1 for overall limits of grading.
6. Refer to sheet C-1 for overall limits of sidewalks and fencing.

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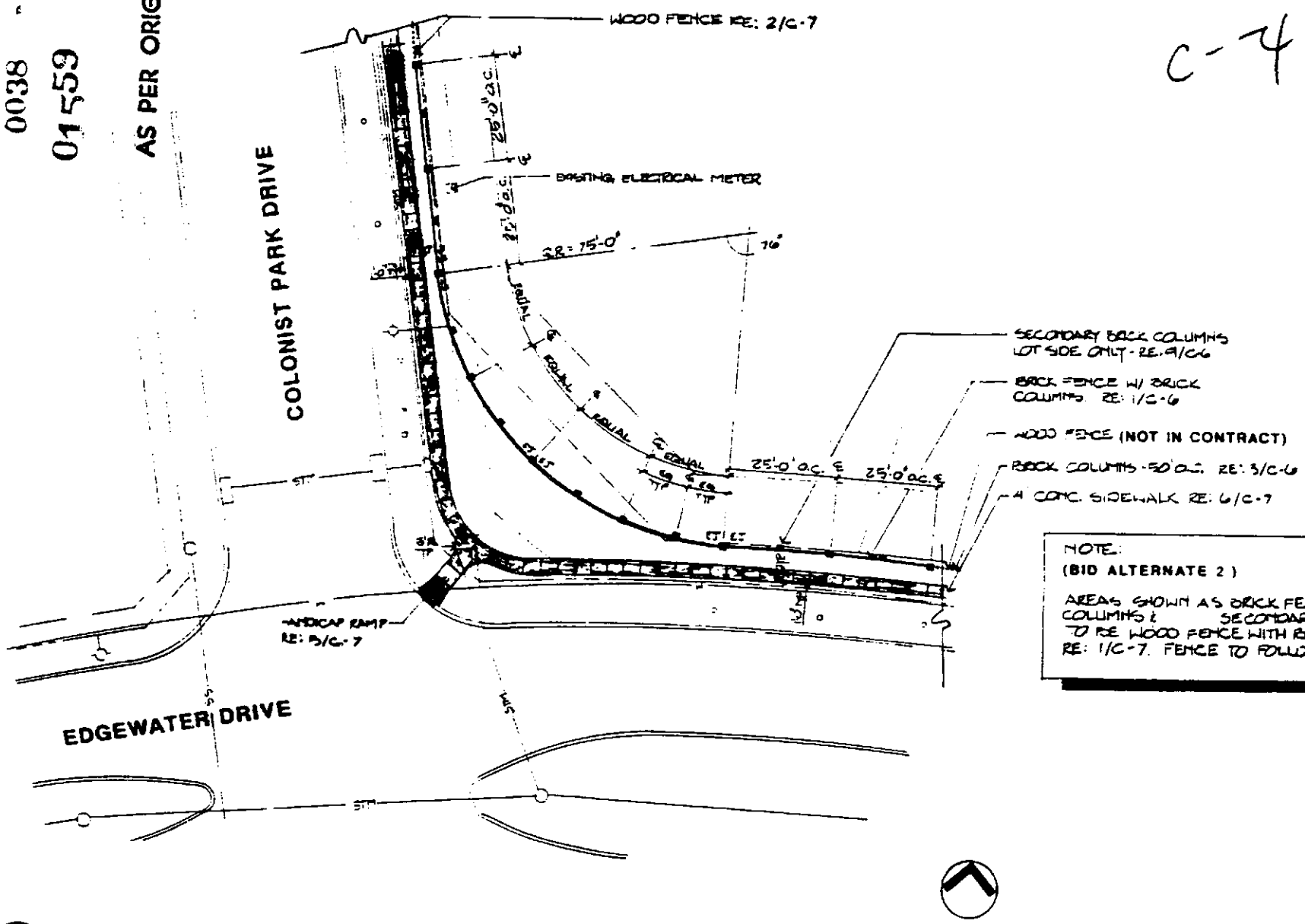
01559

AS PER ORIGINAL

C-4



NOTE:
(BID ALTERNATE 2)

AREAS SHOWN AS BRICK FENCE WITH BRICK COLUMNS & SECONDARY BRICK COLUMNS TO BE WOOD FENCE WITH BRICK COLUMNS - 50'-0" O.C. RE: 1/C-7. FENCE TO FOLLOW PROPERTY LINE.

1 EDGEWATER DR. @ COLONIST PARK DR.

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

AS PER ORIGINAL

0038 01560

KEY

- WATER LINE/ FIRE HYDRANT
- STORM SEWER LINE
- SANITARY SEWER LINE
- MANHOLE
- UTILITY EASMENT
- CURB/ DRAIN INLET
- PROPERTY/ SETBACK LINE
- BRICK FENCE WITH BRICK COLUMNS
- WOOD FENCE
- EXISTING OVERHEAD POWER LINE
- EXISTING TREE
- PROPOSED TREE
- PROPOSED CONTOUR - 1' INTERVALS
- LIMIT OF GRADING

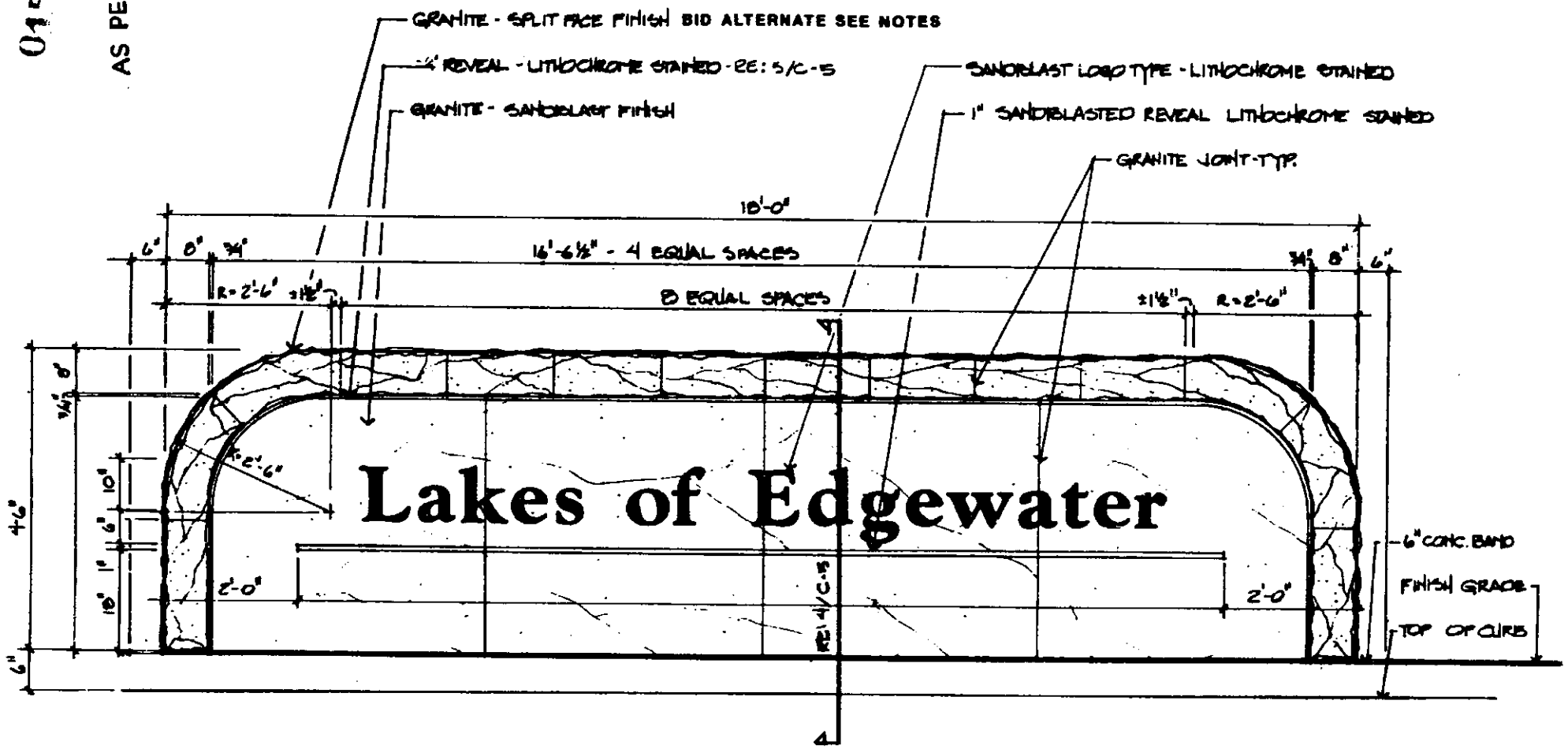
NOTES:

1. Sidewalks adjacent to Settlers Way Boulevard and Edgewater Drive to be located 11'-0" from back of curb,1'-0" from right-of-way line within landscape reserve.
2. Sidewalks adjacent to Colonist Park Drive to be located 10'-6" from back of curb, 1'-0" from right-of-way line within landscape reserve.
3. Sidewalks adjacent to interior streets, installed by builder, to be located 6'-0" from back of curb, 1'-0" from right-of-way line within right-of-way.
4. Refer to noted sheets for sidewalk layout in designated areas.
5. Refer to sheet C-1 for overall limits of grading.
6. Refer to sheet C-1 for overall limits of sidewalks and fencing.

0038

01561

AS PER ORIGINAL

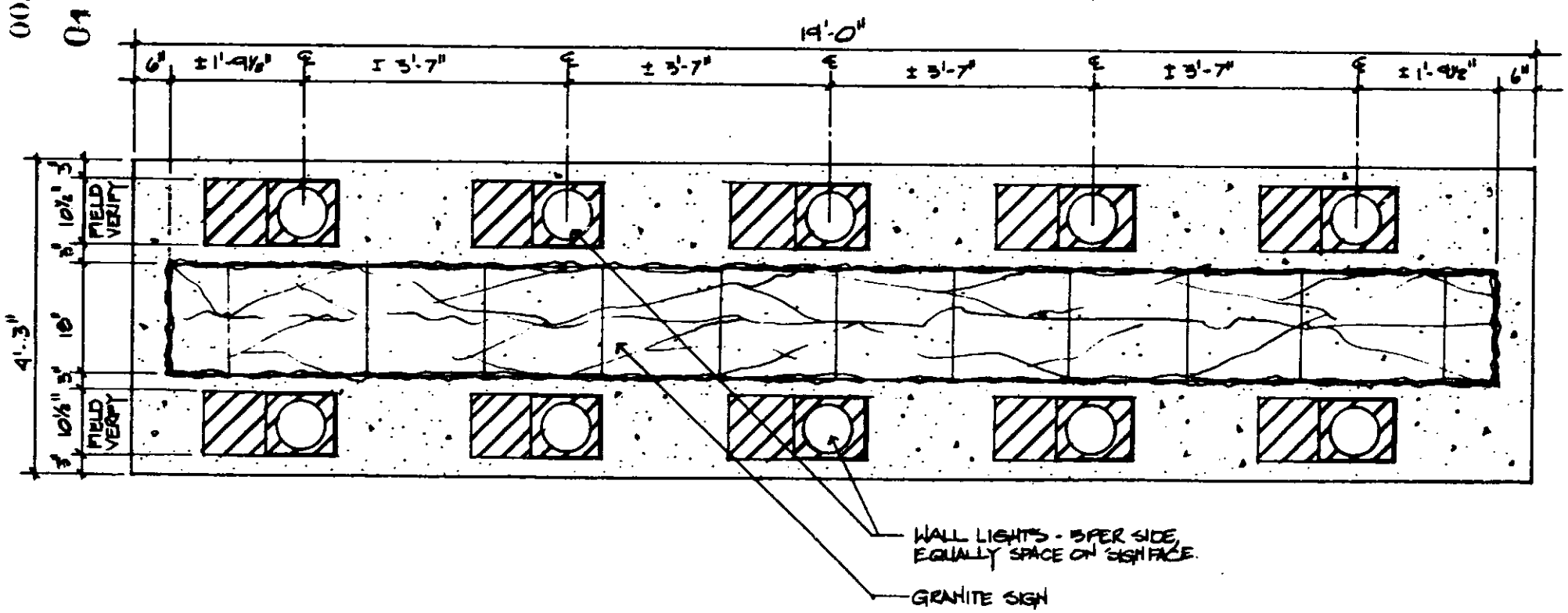


1 **GRANITE SIGN - ELEVATION**

3/4" = 1'-0"

0038
01562

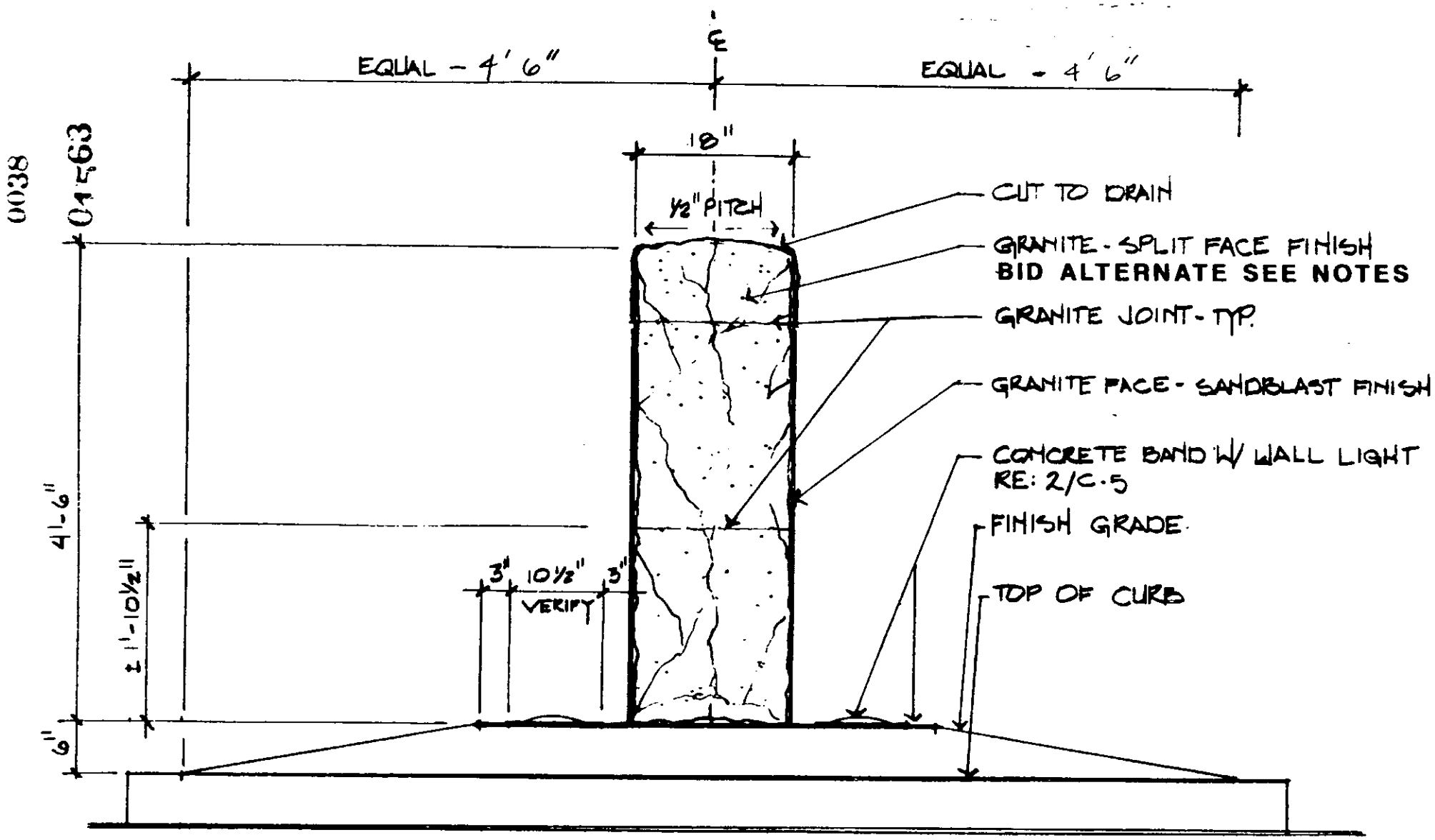
AS PER ORIGINAL



2 GRANITE SIGN - PLAN

3/4" = 1'-0"

AS PER ORIGINAL



0038

01563

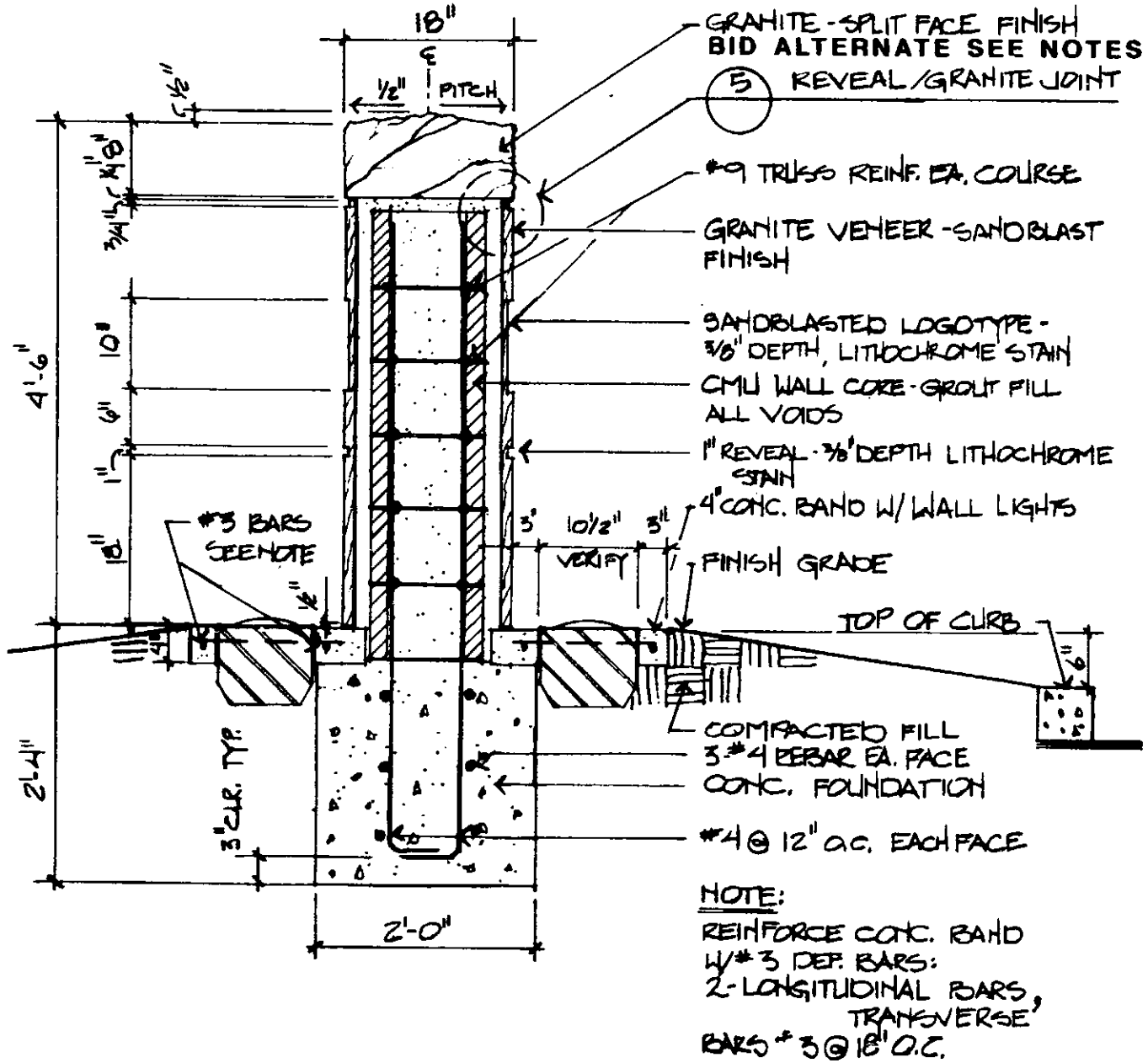
3 GRANITE SIGN - END ELEVATION

3/4" = 1'-0"

0038

01564

AS PER ORIGINAL



NOTE:
REINFORCE CONC. BAND W/#3 DEF. BARS:
2-LONGITUDINAL BARS, TRANSVERSE BARS #3 @ 18" O.C.

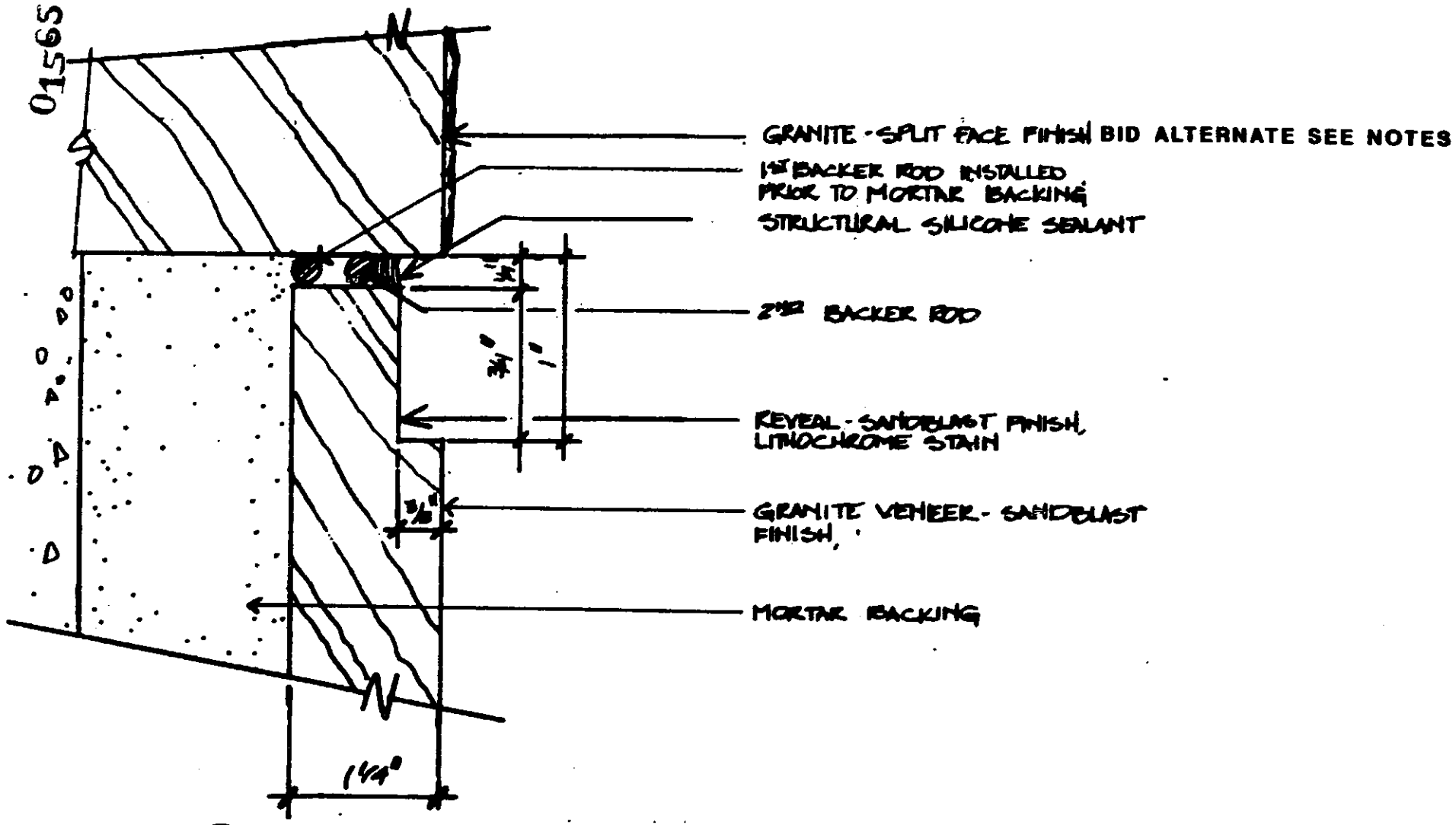
4 GRANITE SIGN - SECTION

3/4" = 1'-0"

AS PER ORIGINAL

0038

01565



5 **REVEAL / GRANITE JOINT - TYPICAL**

NTS

0038
01566
AS PER ORIGINAL
RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

NOTES

1. Letter shall be sandblasted 3/8" deep and stained matt black lithochrome. Submit sample sandblast and color for approval.

2. Landscape Architect to supply contractor full size logotype template and layout.

3. All dimensions are modular to the ℄ of 1/4" joints including exterior joints.

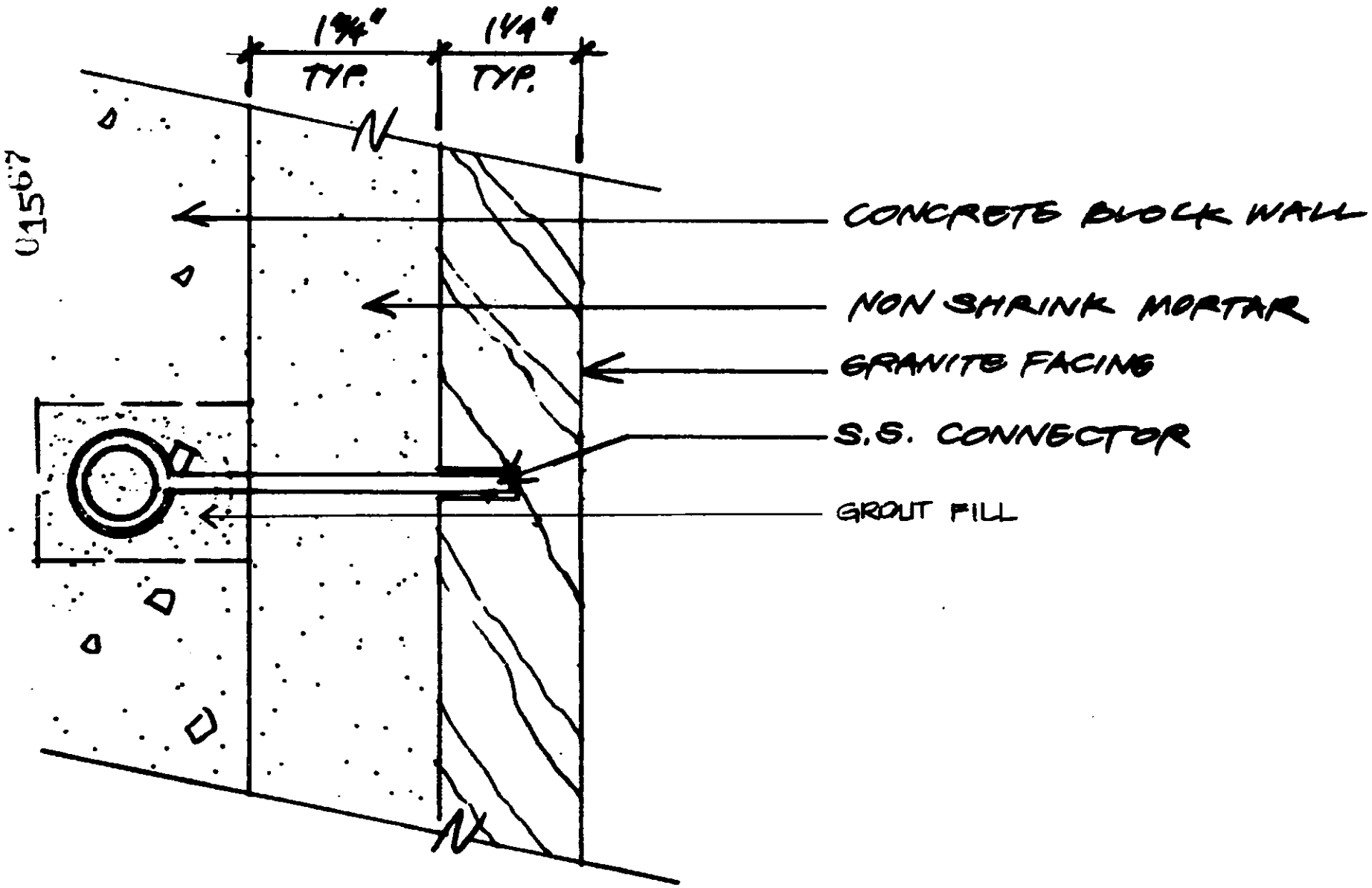
4. Reveal shall be sandblasted, stained matt black lithochrome.

5. Sign to be double face. Logotype and reveal on both sides.

6. All granite to be Vanga Red in finishes noted.

NOTE:
(BID ALTERNATE 3)
GRANITE NOTED TO BE GRANITE VENEER IN SPLIT FACE FINISH. RADIUS VENEER TO BE JOINTED AS SHOWN ON ELEVATION 1/C-5. RADIUS VENEER TO BE SEGMENTED INTO MIN. 6" SECTIONS ON END ELEVATION

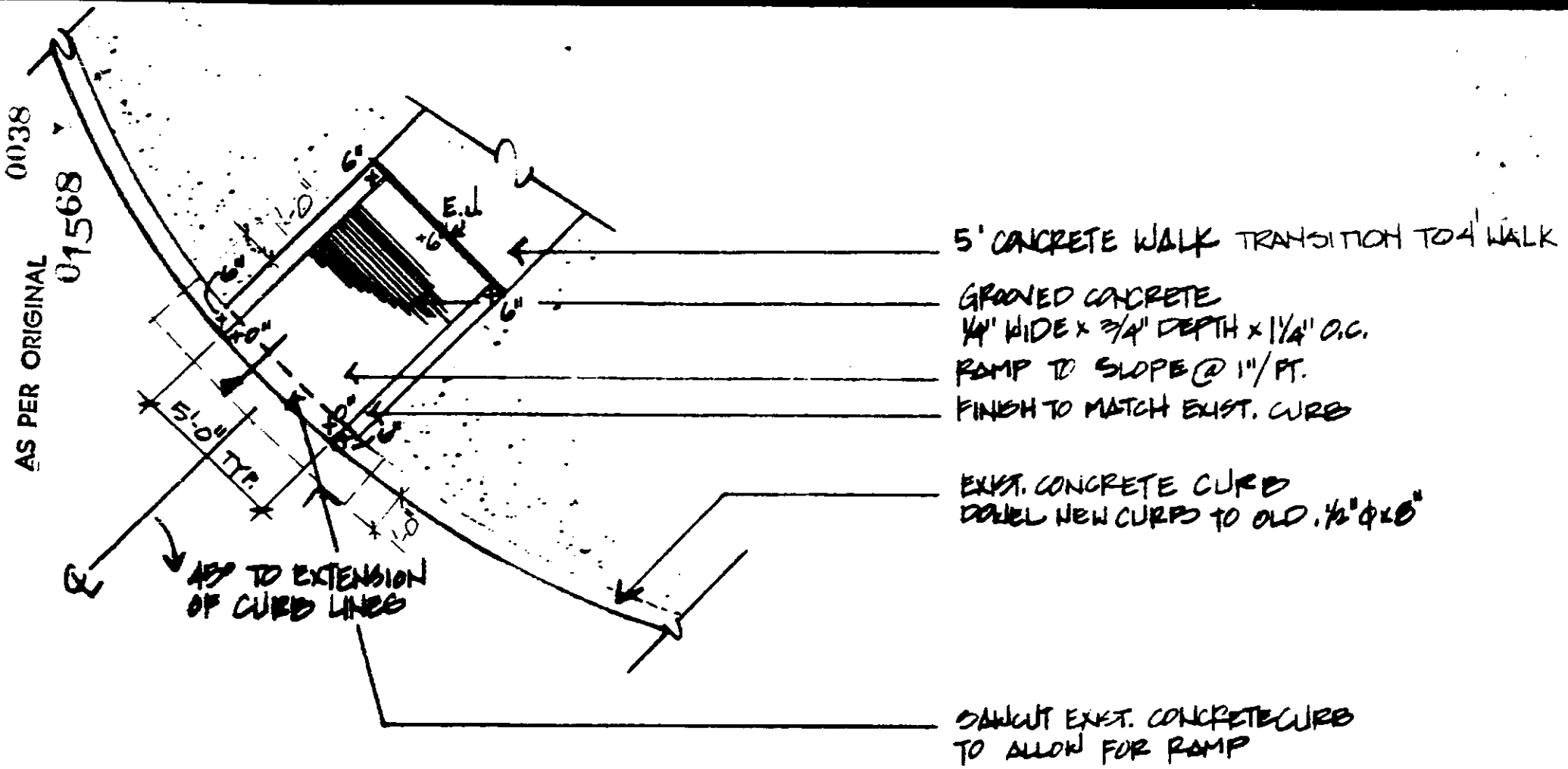
AS PER ORIGINAL

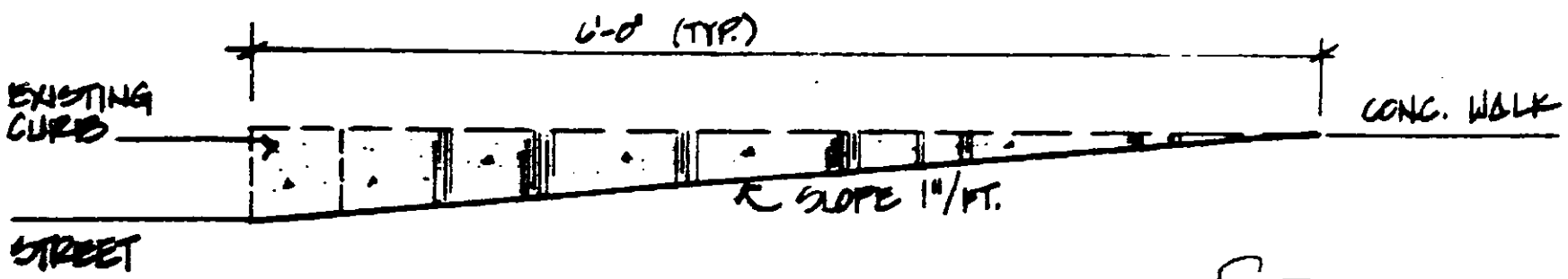


6 GRANITE CONNECTION-TYPICAL

0038
015 67

AS PER ORIGINAL 01568 0038





C-7

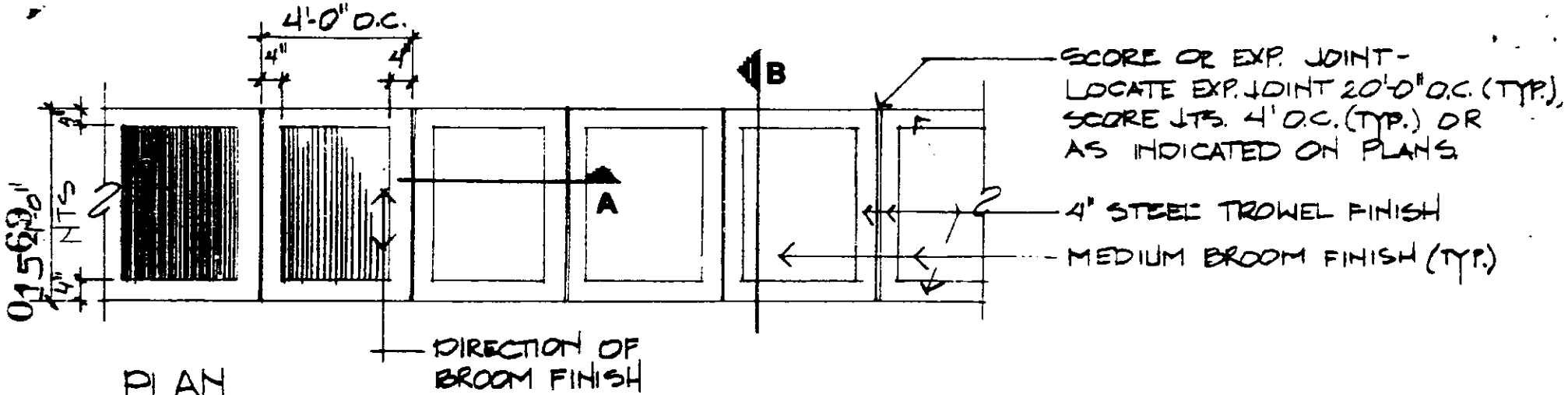
5

HANDICAP RAMP

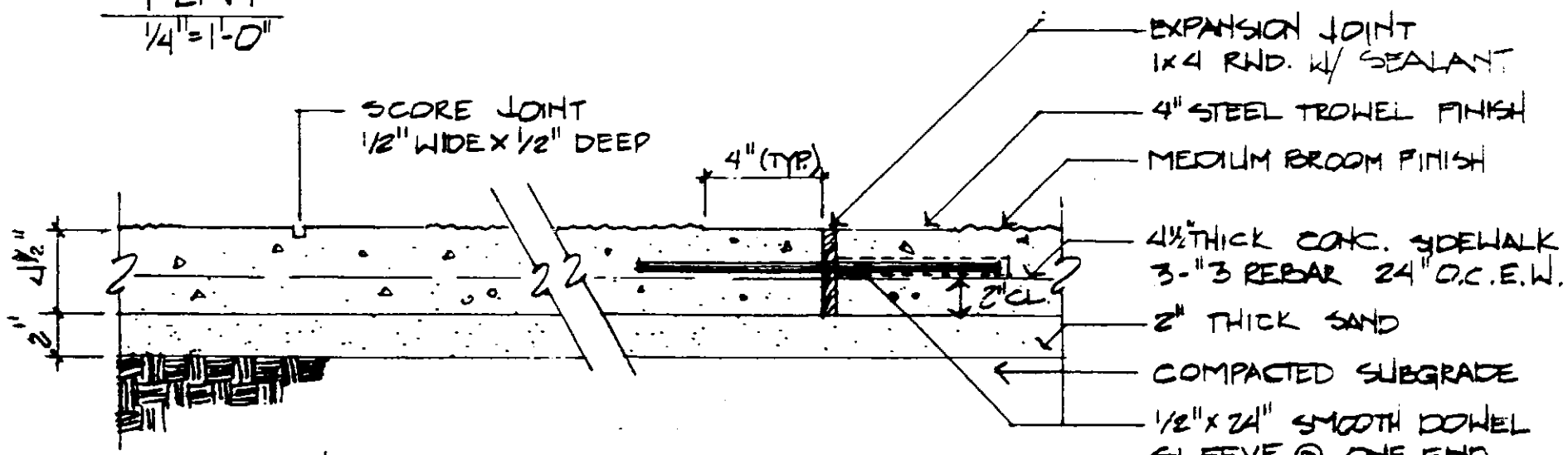
PLAN & SECTION

NO SCALE

AS PER ORIGINAL



PLAN
1/4"=1'-0"



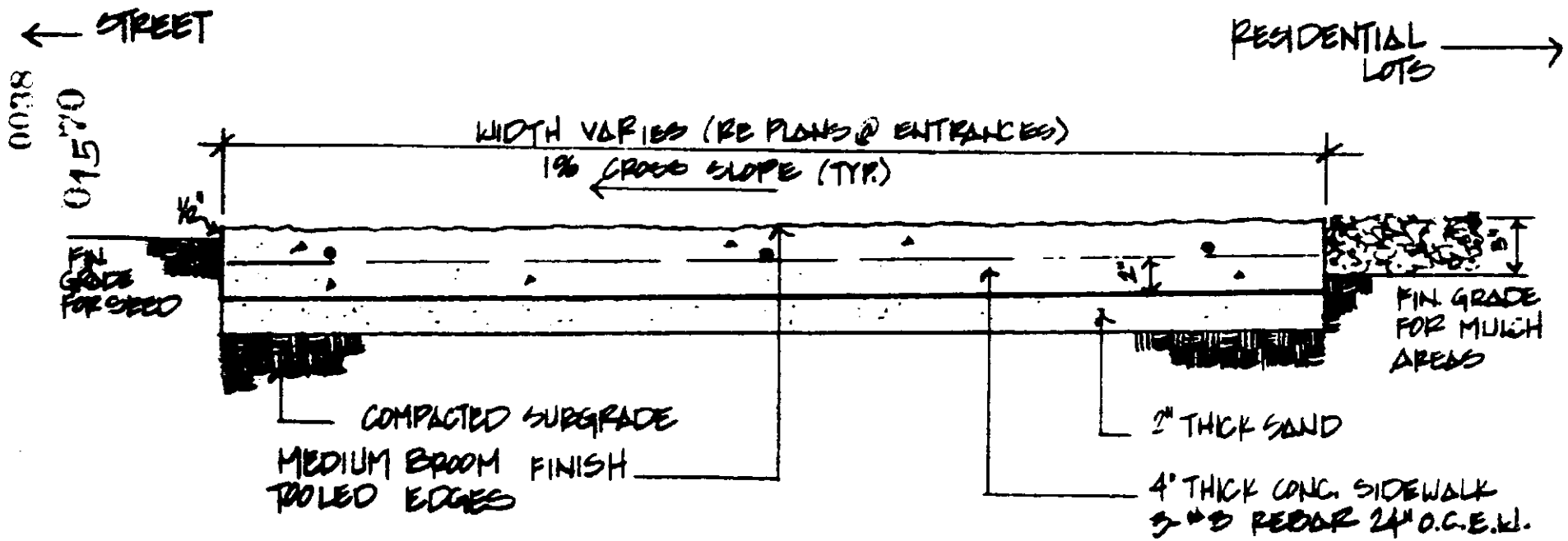
SECTION 'A'
1/8"=1"

0038

5 CONCRETE SIDEWALK

PLAN & SECTION A

AS NOTED



7 CONCRETE SIDEWALK

SECTION B
NO SCALE

0038
01570

16

0038

COUNTY OF FORT BEND

Engineering Department

G1571

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

May 12, 1989

Judge Jodie E. Stavinoha/FBC Judge
Commissioner Bud O'Shieles/FBC Pct. #1
Commissioner Ben Denham/FBC Pct. #2
Commissioner Alton B. Pressley/FBC Pct. #3
Commissioner Bob Lutts/FBC Pct. #4
Mr. Larry Wagenbach/FBC Asst. Dist. Attorney-Civil Div.

RE: Recommendation - Engineering Proposals

Gentlemen:

Attached is a copy of the summary of engineering proposals received by this office. In review of the proposals, the dynamic testing procedure appears to be the more desirable since a portable unit is set up on site and the testing process is run through the whole system rather than each individual well that could result in less accurate results.

The Texas Department of Health is familiar with GSF since they did the McCarty Landfill in Houston. The firm selected will coordinate the gas investigation and control system design, construction services, and permitting system startup and training, and system drawings, documentation, efficiency and safety. The recommendation of the Engineering department is to use GSF for this project since they are familiar with the area, regulations, and permitting requirements. That will help expedite the project.

If you have any questions please feel free to call on our office.

Sincerely,

Kare C Balk

for Ron D. Drachenberg, P.E.,R.P.S.
Fort Bend County Engineer

RDD:rp

attachment

AS PER ORIGINAL

0038

01572

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

May 10, 1989

GAS MONITORING ~~BID~~ PROPOSAL SUMMARY

FIRM	STATIC DATA	(PORTABLE TEST) DYNAMIC
1. G S F	$	$ 75,000.00
2. S C S	$ 41,060.00	$ 61,060.00
3. E S	$ 82,070.00	$
4. WASTE ENERGY	$	$ 36,520.00

18. CONSIDER ACCEPTING REQUEST FROM THE GREATEST JANITORIAL SERVICE TO WITHDRAW BID ON GROUNDSKEEPING BID #89-045 AND CONSIDER AWARDING BID TO NEXT QUALIFIED LOW BIDDER:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept withdrawal from the Greatest Janitorial Service and award bid to second low bidder - REPUBLIC LANDSCAPING, Stafford, as recommended by John Hammett, Purchasing Agent. (Recorded in minutes in full)

19. ACCEPT OR REJECT BIDS ON THE FOLLOWING: (1) PURCHASE OF ONE OR MORE NEW & CURRENT STANDARD PRODUCTION DRAGLINE WITH OR WITHOUT TRADE-IN (#89-050); (2) ROOF REPLACEMENT FOR PCT. 3 FACILITY, 1809 ELDRIDGE RD., SUGAR LAND (#89-051):

Accept or reject bids for one or more new & current standard production dragline with or without trade-in (#89-050):

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to BADO EQUIPMENT for one or more new current standard production dragline in the amount of $241,020 each minus $50,000 trade-in, total price of $191,020, for Drainage District. (Recorded in minutes in full)

Accept for reject bids for roof replacement for Pct. 3 facility, 1809 Eldridge Rd., Sugar Land:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to reject bids and re-advertise for roof replacement for Pct. 3 facility.

20. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (LULAC ET AL VS. WILLIAM CLEMENTS ET AL) AND LAND MATTERS (POSSIBLE LAND PURCHASE & LAND DONATION), AS AUTHORIZED BY ART. 6252,17, SEC. 2 (E,F), VTCS AND CONSIDER TAKING ACTION:

Met in Closed Session.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept agreement between Rice University and Fort Bend County for a voters study at a cost not to exceed $30,000.00. Funds from (Fees & Services) General Fund. (Recorded in minutes in full)

RECESS:

Commissioners Court recessed at 11:00 a.m.

21. 1:30 P.M. -OPEN & CONSIDER BIDS FOR THE FOLLOWING: (1) SHELVING FOR LAW LIBRARY (#89-053); (2) BRIDGE MATERIALS (#89-054); (3) CULVERTS (#89-055); (4) METAL BUILDING FOR PCT. 3 MAINTENANCE FACILITY, RICHMOND (#89-056):

Open bids for shelving for Law Library:

The following were presented to Commissioners Court for review.

A) LIBRARY INTERIORS
B) NB BUSINESS SYSTEMS, INC.
C) TALON SALES, INC.
D) COEN FURNITURE
E) BC INVENTOR
F) HAUSLER CONSTRUCTION

AS PER ORIGINAL 18

The Greatest Janitorial Service, Inc.

4341 Town Plaza, Suite 1
Houston, Texas 77045
(713) 721-5299

0038

01574

May 8, 1989

George Beran/County Auditor
County of Fort Bend
P.O. Box 368
Richmond, Texas 77469

Dear Mr. Beran,

As per our conversation today, May 8, 1989, we will be ending our service contract with you, effective thirty (30) days from today.

Thank you for giving us the opportunity to do business with you.

Respectfully submitted,

Roy Nelson

Roy Nelson
Vice President

0038
01575

AS PER ORIGINAL

18

CONTRACT FOR GROUNDSKEEPING SERVICES. BID #89-045

COMPANY	MONTHLY BID PRICE PRIMARY LOCATIONS	MONTHLY BID PRICE OPTIONAL LOCATIONS: SUGAR LAND ANNEX	MAMIE GEORGE LIBRARY	ALBERT GEORGE LIBRARY	MONTHLY TOTAL ALL LOCATIONS	PROOF OF INSURANCE SUBMITTED
THE GREATEST JANITORIAL SERVICE, INC. HOUSTON, TEXAS	$ 553.75	$110.00	$157.92	$165.00	$ 986.67	YES
REPUBLIC LANDSCAPING STAFFORD, TEXAS	$ 770.00	$150.00	$150.00	$210.00	$1,280.00	YES
TONY'S LAWN SERVICE ROSENBERG, TEXAS	$ 900.00	$200.00	$200.00	$200.00	$1,500.00	YES
MCELFRESH LANDSCAPE DESIGN RICHMOND, TEXAS	$ 840.00	$180.00	$180.00	$360.00	$1,500.00	YES
R & I LAWN SERVICE ROSENBERG, TEXAS	$ 900.00	$200.00	$180.00	$300.00	$1,580.00	YES
KENNEDY INDUSTRIES, INC. HOUSTON, TEXAS	$1,200.00	$300.00	$250.00	$250.00	$2,000.00	YES
H.L.S. COMPANIES HOUSTON, TEXAS	$2,400.00	$427.50	$712.50	$285.00	$3,825.00	YES
TWIN CEDAR MAINTENANCE STAFFORD, TEXAS	$2,601.20	$579.34	$325.25	$325.25	$3,830.95	YES
PENA'S SERVICES ROSENBERG, TEXAS	$1,125.00	$150.00	$225.00	$225.00	$1,725.00	NO
CHIPCO, INC. RICHMOND, TEXAS	$4,000.00	$345.00	$300.00	$345.00	$4,600.00	NO
CUTTERS COMPANY STAFFORD, TEXAS	$4,831.20	$402.60	$402.60	$402.60	$6,039.00	NO

19/1

AS PER ORIGINAL 0038 01576

PURCHASE OF ONE (1) OR MORE NEW STANDARD AND CURRENT PRODUCTION DRAGLINE WITH OR WITHOUT TRADE-IN. BID #89-050

COMPANY	UNIT BID PRICE	TRADE-IN ALLOWANCE #1 1962 NORTHWEST 41	TRADE-IN ALLOWANCE #2 1982 LINKBELT LS-128DL	TOTAL AFTER TRADE-IN	MAKE/MODEL
BADO EQUIPMENT P.O. BOX 252347 HOUSTON, TX 77207	$241,020.00	(-$1,500.00)	(-$50,000.00)	$189,520.00	LINK BELT LS-98C
E.L. LESTER & CO. P.O. DRAWER 14169 HOUSTON, TX 77221	$269,750.00	(-$2,500.00)	(-$62,500.00)	$204,750.00	AMERICAN 5220

AS PER ORIGINAL

0038 19/2
01577

ROOF REPLACEMENT FOR FORT BEND COUNTY PRECINCT #3 FACILITY, 1809 ELDRIDGE RD., SUGAR LAND, TEXAS. BID #89-051.

COMPANY	BID PRICE	BEGIN WORK	FINISH WORK
JAMES ELLIOTT CONSTRUCTION P.O. BOX 41 RICHMOND, TX 77469	$24,294.00	30 DAYS AFTER AWARD OF BID	45 DAYS AFTER AWARD OF BID

NO OTHER BIDS RECEIVED.

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

May 17, 1989

Mr. Renea Hicks
Special Assistant Attorney General
P. O. Box 12548, Capitol Station
Austin, Texas 78711-2548

Re: LULAC et al vs. William Clements et al; single member districting for state district judges

Dear Mr. Hicks:

Reference is made to your letter of May 3, 1989 to Ms. Dianne Wilson, County Clerk of Fort Bend County, Texas.

Pursuant to said letter, enclosed please find copy of letter dated May 17, 1989 to Dr. Delbert A. Taebel. Also enclosed please find copy of contract for study on racial voting patterns in Fort Bend County with Drs. Stein and Alford of Rice University. This study should be completed well before the July 11, 1989 trial date. Please designate these gentlemen as experts in defense of Fort Bend County.

Should you have any questions or need further information in this matter, please call me at any time.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf
Enclosure

cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
County Clerk Dianne Wilson
Criminal District Attorney Sam W. Dick

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

THE ATTORNEY GENERAL OF TEXAS

JIM MATTOX
ATTORNEY GENERAL

May 3, 1989

Dianne Wilson, County Clerk
Fort Bend County Courthouse
400 Jackson Street
Richmond, Texas 77469

Dear Ms. Wilson:

As you may know, a lawsuit has been filed challenging the method of electing state district judges in several Texas counties, including Fort Bend County. In preparing for our defense, we need from each county certain election materials, and I am asking for your assistance. Specifically, we need documentation on precinct boundary changes since 1980, and any descriptive data on the extent of those changes. In addition, we would like election data for primary and general elections since 1980 for all district and county court judges, and the ethnic identification of each candidate.

Analysis of these elections will be undertaken by Dr. Delbert A. Taebel from the University of Texas at Arlington, and to expedite the process, I am asking that the materials be sent directly to him at the address indicated below. In addition, I would appreciate it if you could provide him with the name of a contact person should any questions arise.

I appreciate your assistance in this matter and apologize for the imposition. The trial is scheduled to start July 11th. This leaves us little time, so I encourage you to send the material to Dr. Taebel as soon as possible.

Sincerely,

Renea Hicks

Renea Hicks
Special Assistant Attorney General

P.O. Box 12548, Capitol Station
Austin, Texas 78711-2548
(512) 463-2085

Send materials to:

Dr. Delbert A. Taebel
University of Texas at Arlington
Institute of Urban Studies
Box 19588
Arlington, Texas 76019
(817) 273-3358

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

May 17, 1989

Dr. Delbert A. Taebel
University of Texas at Arlington
Institute of Urban Studies
Box 19588
Arlington, Texas 76019

Re: LULAC et al vs. William Clements et al; single member districting for state district judges

Dear Dr. Taebel:

Pursuant to a request from Mr. Renea Hicks, Special Assistant Attorney General, for election materials necessary to prepare the defense in the above stated lawsuit, enclosed please find:

1. Documentation on precinct boundary changes for 1984
2. Documentation on precinct boundary changes for 1985
3. Documentation on precinct boundary changes for 1986
4. Documentation on precinct boundary changes for 1987
5. Documentation on precinct boundary changes for 1989
6. Return of first Democratic primary election of 5/1/82
7. Return of second Democratic primary election of 6/5/82
8. Return of first Republican primary election of 5/1/82
9. Return of second Republican primary election of 6/5/82
10. Return of General election of 11/2/82
11. Return of first Democratic primary election of 5/5/84
12. Return of second Democratic runoff election of 6/2/84
13. Return of first Republican primary election of 5/5/84
14. Return of General election of 11/6/84

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

Dr. Delbert A. Taebel
May 17, 1989
Page two

15. Return of first Democratic primary election of 5/3/86

16. Return of Democratic runoff election of 6/7/86

17. Return of first Republican primary election of 5/3/86

18. Return of Republican runoff election of 6/7/86

19. Return of General election of 11/4/86

20. Return of Democratic primary election of 3/8/88

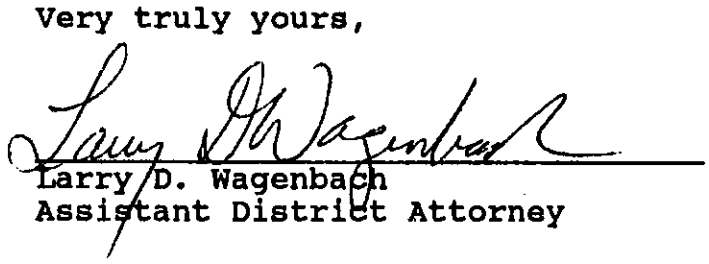
21. Return of Democratic runoff election of 4/12/88

22. Return of Republican primary election of 3/8/88

23. Return of Republican runoff election of 4/12/88

If we may be of further assistance in this matter, please do not hesitate to call me at any time.

Very truly yours,



Larry D. Wagenbach
Assistant District Attorney

LDW:dmf
Enclosure

cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick
Special Assistant Attorney General Renea Hicks

AS PER ORIGINAL 0038 01582

BID ITEM: PURCHASE & INSTALLATION OF SHELVING FORT BEND COUNTY LAW LIBRARY

BID NUMBER: 89-053

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'450'$CATEGORY

VENDOR NAME	BID PRICE
ACCUDATA OF HOUSTON	
ANDREW WILSON CO.	
ARCHITECTURAL INTERIOR SERVICE	
BID SOURCE, INC.	
CAGELOSI CO.	
DANISH LIBRARY DESIGN BUREAU	
FT BEND CHAMBER OF COMMERCE 10	
G. MADISON CO.	
GAYLORD BROS., INC.	
LIBRARY INTERIORS ✓	14,157.05
LUNDIA OF HOUSTON	
MAILITE SYSTEMS	
NB BUSINESS SYSTEMS, INC. ✓	8,305.33
R.J. SHEPPARD AND ASSOCIATES	
ROSENBERG/RICHMOND CHAMBER -11	
TALON SALES, INC. ✓	12,366.00
WAYNE MYERS COMPANY	
WILSON BUSINESS PRODUCTS	
Allen Furniture ✓	16,759.00
BC Inventor	7,096.80

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'023'$CATEGORY

VENDOR NAME	BID PRICE
BASS CONSTRUCTION CO., INC.	
CALCO CONSTRUCTION CO.	
CHAMPION CONSTRUCTION	
ENVIRONMENT LTD	
FABRICATORS, INC.	
FOUR SEASONS FENCE CO., INC.	
FT BEND CHAMBER OF COMMERCE 11	
GEORGIA-PACIFIC CORPORATION	
HOME IMPROVEMENTS PLUS	
HOMESTEAD BUILDERS, INC.	
JAMES ELLIOTT CONSTRUCTION	
KELLER WOODWORKING	
LODGE LUMBER COMPANY	
MAILITE SYSTEMS	
MILLIS DEVELOPMENT & CONST.INC	
ROSENBERG/RICHMOND CHAMBER -12	
THE MILWORKS	
THE WELLS GROUP	
YOUNG DESIGNER'S MARKET	
Hausler Construction ✓	8445.00

0038 21
C1583

BID ITEM: CONTRACT FOR THE PURCHASE OF BRIDGE MATERIALS FOR FORT BEND COUNTY

BID NUMBER: 89-054

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'540'$CATEGORY

VENDOR NAME	BID PRICE
84 LUMBER	
BAASS CONCRETE CO.	
BOETTCHER-HLAVINKA CO.	
COLFAX CREOSOTING COMPANY	
CONFEDERATE LUMBER CORPORATION	
CONROE CREOSOTING COMPANY ✓	✓
CONTECH CONSTRUCTION PROD.,INC	
FT BEND CHAMBER OF COMMERCE 2	
GEORGIA-PACIFIC CORPORATION	
HICKS POST COMPANY, INC.	
KATY-MASON HOME CENTER	
KENNEDY SAW MILLS, INC. ✓	✓
LEO HICK CREOSOTING CO.	
LODGE LUMBER COMPANY	
LUFKIN CREOSOTING COMPANY, INC	
PRICE COMPANY	
R.R. CLOUSE LUMBER COMPANY	
ROSENBERG/RICHMOND CHAMBER - 3	
SHEPLER EQUIPMENT CO., INC.	
SHIRLEY CONSTRUCTION CO., INC.	
STEEL CULVERTS, INC.	

0038 21
01584

BID ITEM: CONTRACT FOR CULVERTS FOR FORT BEND COUNTY

BID NUMBER: 89-055

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'210'$CATEGORY

VENDOR NAME	BID PRICE
CALDWELL CULVERT COMPANY	✓
COMTECH CONSTRUCTION PRODUCTS	✓
FT BEND CHAMBER OF COMMERCE 3	
GIFFORD-HILL & COMPANY, INC.	✓
HASARA CULVERTS	✓
HUNTER WELDING, INC.	
METAL CULVERTS INC.	✓
MUTAL CULVERTS, INC.	
NEEDVILLE CONCRETE PIPE	
PARKER BROTHERS	✓
PARKER BROTHERS & CO., INC.	
PRICE COMPANY	✓ (NOT PROPER FORM)
PRICE COMPANY	
ROSENBERG/RICHMOND CHAMBER - 4	
SEABREEZE CULVERT	
SO. HOUSTON CONCRETE PIPE CO	
SOUTH HOUSTON CONCRETE PIPE	✓
STABILIZED MATERIALS CO.	✓
STAR CONCRETE CONSTRUCTION	
STEEL CULVERTS, INC.	
STOCKTON BRIDGE COMPANY	
TEXAS CORRUGATORS, INC.	✓
TEXAS IRRIGATION AND PIPE	
UNDERWOOD CONSTRUCTION, INC.	
W.R. FLORA & SONS, INC.	
WALLIS CONCRETE	
WILSON CULVERTS, INC.	
WYATT METAL DRAINAGE PRODUCTS	✓
Hydro Conduit	✓

0038 21
01585

BID ITEM: CONSTRUCTION OF METAL BUILDING PRECINCT #3 FACILITY, RICHMOND, TX.

BID NUMBER: 89-056

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'003'$CATEGORY

VENDOR NAME	BID PRICE
AARON BRUCE COMPANY	
ADVANCE PRODUCTS & CONST.	
AFFOLTER CONTRACTING CO., INC.	
ALL FOUNDATION REPAIR CO.	
AMERICAN TANK TESTING SERVICE	
ARCHEM, INC.	
BASS CONSTRUCTION CO., INC.	
BOB ANDERSON CONTRACTOR, INC.	
CAGLE CONSTRUCTION CO., INC.	
CALCO CONSTRUCTION CO.	
CHAMPION CONSTRUCTION	
CHARLES D. GOODEN ENGINEERS	
CONSTRUCTION & CONSULTING	
DERNEHL CONSTRUCTION, INC.	
DMW CONSTRUCTION COMPANY, INC.	
DON MCKUIN ELECTRIC CO., INC.	
DRYMALLA CONSTRUCTION COMPANY	
DUP'S INC.	
E.B.L., INC.	
FLEXICORE OF TEXAS, INC.	
FOUR SEASONS FENCE CO., INC.	
FREEPORT CONSTRUCTORS, INC.	
FT BEND CHAMBER OF COMMERCE	
GALIN CORP.	
GILSON/STANLEY FLOOR COVERINGS	
H.B. ZACHRY COMPANY	
HANNA CONSTRUCTION CO.	
HENRY BROTHERS, INC.	
HOMESTEAD BUILDERS, INC.	
HOUSTON HARDWOOD FLOORING CO.	
HUNTER WELDING, INC.	
INLAND ELECTRIC, INC.	
INTERSTATE INDUSTRIAL CONST.	
J. W. FALTISEK PAVING CONT.INC	
JAMES ELLIOTT CONSTRUCTION ✓	51,236.00
KING CONSTRUCTION MATERIALS	
LOCHMAN SPECIALTY CONTRACTING	
LOYD W. RICHARDSON CONST. CORP	
LYNN B. WATKINS CONSTRUCTION	
MAILITE SYSTEMS	
MCDONALD EQUIPMENT CO.	
MCGINNES BROS., INC.	
MELONI/CLERKLEY PARTNERSHIP	
METRO BUILDING & CONSTRUCTION	
MILLIS DEVELOPMENT & CONST.INC	
NIGGLE ASSOCIATES	
PHILMAR, INC.	
PTI, INC.	
R. JOSEPH AND COMPANY	
R.R. CLOUSE LUMBER COMPANY	

0038

01586

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'003'$CATEGORY

VENDOR NAME	BID PRICE
ROSENBERG/RICHMOND CHAMBER	
SERVICE ELECTRIC CO.	
SHANK'S HOME REPAIR	
SHB BUILDERS, INC.	
SHIRLEY CONSTRUCTION CO., INC.	
SOUTHERLAND CONSTRUCTION CO.	
SOUTHWEST CONCRETE CONST. INC.	
STAR CONCRETE CONSTRUCTION	
STOCKTON BRIDGE COMPANY	
STUBBS OVERBECK & ASSOC., INC.	
SUMCO, INC.	
SUN BELT INTERNATIONAL CORP.	
TEXAS M & M BUILDERS, INC.	
UNDERWOOD CONSTRUCTION, INC.	
US DESIGN & CONSTRUCTION CORP.	
W.R. FLORA & SONS, INC.	
WEHRING PROPERTIES, INC.	
Convenience Builders	49,812.00
Durotech, Inc	43,195.00
Arnold Construction	45,289.00
Hausler Construction	56,848.00

Open bids for bridge materials:

The following bids were presented to Commissioners Court for review.

A) CONROE CREOSOTING COMPANY
B) KENNEDY SAW MILLS, INC.

Open bids for culverts:

The following bids were presented to Commissioners Court for review.

A) CALDWELL CULVERT COMPANY
B) COMTECH CONSTRUCTION PRODUCTS
C) GIFFORD-HILL & COMPANY
D) HASARA CULVERTS
E) METAL CULVERTS INC.
F) PARKERS BROTHERS
G) PRICE COMPANY (not proper form)
H) SOUTH HOUSTON CONRETE PIPE
I) STABILIZED MATERIALS CO.
J) TEXAS CORRUGATORS INC.
K) WYATT METAL DRAINAGE PRODUCTS
L) HYDRO CONDUIT

Open bids for metal building for Precinct 3 maintenance facility, Richmond:

The following bids were presented to Commissioners Court for review.

A) JAMES ELLIOTT CONSTRUCTION
B) CONVENIENCE BUILDERS
C) DUROTECH, INC.
D) ARNOLD CONSTRUCTION
E) HOUSLER CONSTRUCTION

22. APPROVE BILLS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve bills as presented by Robert Grayless, County Auditor. (Recorded in minutes in full)

23. ADJOURNMENT:

Commissioners Court adjourned at 1:50 p.m. Monday, May 15, 1989.

AS PER ORIGINAL 0038 22

01588

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the _____ day of _____, 1989 at a _____ Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

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

********** APPROVED **********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON June 27, 19 89.

STARTING WITH
FILM CODE NO. 89 vol.38 pg.1495

ENDING WITH
FILM CODE NO. 89 vol.38 pg.1588

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
Gloria G. MARTIN DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 27 DAY OF June, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 1591.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
Gloria G. MARTIN DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MAY 22, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of May 15, 1989.

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. Approve service/maintenance agreement(s) on various County equipment.

6. Consider request(s) for waiver of tax penalties & interest.

7. Constable Hal Werlein, Pct. 4, re: request approval of reserve Victor C. Sheard.

8. Constable Ray Breeding, Pct. 2, re: request transfer of 3 used autos (VIN's - 2FABP43G3FX181907, 2FABP72F6HX184801 and 2FABP43G3FX181910) from Sheriff's Dept.

9. Ms. Cindy Reeves, Animal Control Supervisor, re: request transfer used auto (~~20~~) from Sheriff's Dept.

10. Authorize $50 reserve for third cash register in County Clerk's office.

11. Consider approval of 1989 interlocal agreement with H-GAC to participate in the Cooperative Purchasing Program.

12. Consider renewal of contract for services with the Greater Fort Bend Economic Development Council for 1989-90.

13. Consider reserved parking for elected officials in Travis Annex.

14. Consider application from Prime Cable to lay cable bored under & along Mill Creek Drive, Pct. 3.

15. Consider applications from Warner Cable Communications to lay cable bored under Salida Del Sol Dr., Sonet Dr., Manzano Dr., Ginger Run Way, West Airport Blvd., & Maple Downs Ln., and along West Airport Blvd., Pct. 3.

16. Consider applications from Star Cable to lay cable along Warneke Rd. & Hardin Rd., Pct. 2, and along Navajo Rd., Pct. 1.

17. Consider revising permit #80959 from Lexington Development Co. to install storm sewer & water line under Edgewater Dr., and a driveway tie-in off Edgewater Dr., Pct. 3.

18. Consider change order with Bell Shaft for additional services in the amount of $840.

19. Consider accepting interlocal agreement with City of Houston for road & bridge maintenance and mowing in Pct. 2.

20. Consider approval of plat for New Territory Information Center, Pct. 4.

21. Consider approval of replats for Sweetwater, Sec. 3A and Sweetbriar, Sec. 1, Pct. 4.

22. Consider accepting roads in Keegans Wood, Sec. 2 & 3, into the County road maintenance system, Pct. 3.

23. Approve specifications for the purchase of gasolines.

24. Take action on the following bids: (1) Bridge materials (#89-054); (2) Culverts (#89-055); (3) Construction of metal building, Pct. 3 maintenance facility, Richmond (#89-056).

25. Consider application from Southwestern Bell to lay cable along several road crossings in Willow Fork, Sec. 1, Pct. 3.

AS PER ORIGINAL

.038

01592

26. Meet in Closed Session to discuss land matters (County maintenance facility), as authorized by Art. 6252-17, Sec. 2(f), V.T.C.S., and consider taking action.

27. 11:00 a.m. - Drainage District Board will convene. (Separate agenda posted.)

28. 1:30 p.m. - Open and consider bids for the following: (1) Road materials, earthen (#89-057); (2) Road materials, chemical (#89-058); (3) One or more new 15' flex wing cutter, shredder (#89-059).

29. Approve bills.

30. Adjournment.

FILED FOR RECORD

TIME 2:40 ~~A.M.~~ P.M.

MAY 18 1989

Dianne 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, Jane Long Annex, Richmond, Texas, on Thursday, May 18, 1989 at 2:50 a.m. by Norma Landry.

reconvene 1:30 PM
adjourned 2:10 PM

~~OS/BO Approve BL-absent AP-absent award to low bidder that meets all spec (89-059)~~

OS/BO Approve BL-absent AP-absent
reject all bids (89-059) and readvertise with new specs

AS PER ORIGINAL 0038

01593

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, MAY 22, 1989
11:00 O'CLOCK A.M.

1. Discuss and consider acceptance and abandoment of easements agreement with Levee Improvement District No. 11.

2. Discuss and consider variance to Drainage Criteria Manual as requested by Kelly R. Kaluza and Associates, Inc.

3. Request authority to advertise for bids for excavation of Big Creek By-Pass.

4. Request authority to negotiate contract with Fort Bend Flood Control Water Supply Corporation consulting engineer for the design of the drop-structure, siphon, and erosion control system for the Big Creek By-Pass.

5. Consider approval of interlocal agreement with Pecan Grove Municipal Utility District.

6. Present and discuss monthly report.

7. Adjournment.

FILED FOR RECORD
TIME 2:40 ~~A.M.~~ P.M.
MAY 18 1989
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
JODIE E. STAVINOHA, CHAIRMAN

I certify that this agenda was posted on the bulletin board, County Courthouse, and glass panels, Jane Long Annex, Richmond, Texas on Thursday, May 18, 1989 at 2:50 p.m. by Norma Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 22ND day of MAY, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

Memorial Day Service to be held on Thursday, May 25 at 4:00 P.M. on the courthouse lawn.

1. APPROVE MINUTES OF MEETING OF MAY 15, 1989:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve meeting of May 15, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve changes in depository pledge contract with NCNB and TEXAS CAPITOL as presented by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley to approve line item transfer for Tax Assessor/Collector, as presented by Marsha Gaines. Failed due to lack of a second.

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

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out-of-town travel request for SHERIFF and JUSTICE OF THE PEACE, PCT. #2, PL.1. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENT(S) ON VARIOUS COUNTY EQUIPMENT:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept service/maintenance agreement on time clock for Precinct #1 and authorize District Attorney to review the policy on service contracts being presented to Commissioner Court. (Recorded in minutes in full)

6. CONSIDER REQUEST(S) FOR WAIVER TO TAX PENALTIES & INTEREST:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize waiver of penalties & interest and attorney fees for Joe E. Evans for 1986, 1987 & 1988 in the

AS PER ORIGINAL 0038 2

01595

5/3/89

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
4/28/89	PLEDGE	NCNB	FHDN	313385NR3	$1050000.00
Total:					$1050000.00

AS PER ORIGINAL 0038 01596

5/22/89

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
5/22/89	RELEASE	NCNB	FHDN	313385NR3	$1050000.00
5/22/89	PLEDGE	TXCAPFB	FNMA	313586WN5	$1000000.00
5/22/89	PLEDGE	TXCAPFB	FHLB	313368QL7	$250000.00
Total:					$2300000.00

0038 4

01597

RECEIVED MAY 19 1989

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:

Deputy Della Holcombe to attend.

Period: Date of Departure 6/6/89 p.m.

Date of Return 6/9/89 p.m.

Purpose of Trip: attend Mental Health Training Conference

Places to be Visited: Austin, Texas

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

Gus George
Name

5/17/89
Date

Sheriff
Title

* *

Approved: Commissioners' Court

J Stanley
County Judge

5/22/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
MAY 17 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure June 10, 1989

Date of Return June 17, 1989

Purpose of Trip: 45th Annual Justice of the Peace & Constables of Texas Conference and Seminar

Places to be Visited: Lubbock, Texas

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

Name

May 16, 1989
Date

R. George Molina
Justice of the Peace 2-1
Title

* *

Approved: Commissioners' Court

County Judge

5/22/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

6
AGENDA ITEM

0038

01599

AS PER ORIGINAL

MEMORANDUM

DATE: May 16, 1989

TO: County Judge Jodie Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

FROM: Marsha P. Gaines, Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Joe E. Evans
Account #.907-0118-00-000-0300
Precinct #3

Mr. Joe Evans has requested waiver of penalty and interest on the above referenced account for years 1986 and 1987.

Prior to processing a change order received from the Fort Bend Central Appraisal District on March 16, 1989, Mr. Evans was paying taxes on account #.907-0118-00-000-0400 for 1986, 1987 and 1988. Due to the ownership correction by the Central Appraisal District, Mr. Evans has applied for a refund of his tax payment for years 1986 through 1988.

The breakdown of taxes due is:

Base Tax	$1,235.94
Penalty and Interest	424.49
Attorney Fees	249.05
Total Due	$1,909.48

I recommend transferring the monies Mr. Evans paid on the incorrect account, to the correct account for 1986 and 1987 posting the accounts at base tax without penalty and interest or attorney fees.

RECEIVED
MAY 18 1989
COUNTY JUDGE

xc: Tax Assessor/Collector
4 Commissioners

9301 Jones Road
Suite 139
Houston, Texas 77065
(713) 955-5535

Called 5/19 ✓

0038

EVANS INVESTMENTS, INC.
Property Investment Brokers

01600

AS PER ORIGINAL

May 3, 1989

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

Dear Judge Stavinoha:

Please accept this letter as a request to be placed on the agenda for the next scheduled commissioners court meeting. My purpose to be placed on the agenda is to request waiver of penalty and interest on account number 907-0118-00-000-0300.

For the past three years, 1986, 1987, and 1988, I have paid taxes on my property located in Missouri City under account #907-0118-00-000-0400. Without any notice the Ft. Bend Appraisal District changed my account number from Account #907-0118-00-000-0400 to #907-0118-00-000-0300 which is a delinquent account. The change was made sometime in November of 1988 but the Appraisal District never gave me notice of the change, therefore, I again paid my taxes for 1988 on account #907-0118-00-000-0400.

My first notice of any change came from Ft. Bend County Tax office when they advised me that the Appraisal District had changed my account number and my taxes were delinquent. Since the notice from Ft. Bend I have tried to explain to more than one person at the Appraisal District what they have done and the problem it is causing. I have not had any success in reversing their decision.

As I have said my taxes for the past three years have been paid on time without penalty. I have presented my paid tax receipts on Account #907-0118-00-000-0400 to the County Tax office which they are in the process of refunding and crediting to my new account #907-0118-00-000-0300.

RECEIVED
MAY 5 1989
COUNTY JUDGE

I am now, hereby, requesting that the Commissioners Court waive any penalty and interest charges which have been created and caused by the change of account numbers by the Ft. Bend Appraisal District. I have faithfully paid my taxes on time as required and should not be penalized for their decision to change an account number.

Sincerley,

Joe E. Evans

JEE/sd

cc: Marsha P. Gaines, Ft. Bend County Tax Assessor Collector
Sergio Delgado A/C, Ft. Bend I.S.D.
City of Missouri City
Fort Bend Co. W.C.I.D. #2
Gene Brewer, Fort Bend Central Appraisal District

amount of $674.54 and transfer base tax to correct account as recommended by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize waiver of penalty & interest for Bobby Adkison totaling $2,021.32 as recommended by Marsha Gaines subject to all base taxes being paid. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize waiver of penalty & interest for Yocel Alonso totaling $73.37 as recommended by Marsha Gaines. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize waiver of penalty & interest for Scott Enderle totaling $35.94 as recommended by Marsha Gaines. (Recorded in minutes in full)

7. CONSTABLE HAL WERLEIN, PCT. 4, RE: REQUEST APPROVAL OF RESERVE VICTOR C. SHEARD:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve reserve deputy Victor C. Sheard as requested by Hal Werlein, Constable Precinct #4.

8. CONSTABLE RAY BREEDING, PCT. 2, RE: REQUEST TRANSFER OF 3 USED AUTOS (VIN'S-2FABP43G3FX181907, 2FABP72F6HX184801 AND 2FABP43G3FX181910) FROM SHERIFF'S DEPT.:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize transfer of 3 used autos as requested by Ray Breeding, Constable Precinct #2. (Recorded in minutes in full)

9. MS. CINDY REEVES, ANIMAL CONTROL SUPERVISOR, RE: REQUEST TRANSFER USED AUTO FROM SHERIFF'S DEPT.:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Denham voting to abstain, it is ordered transfer used auto from Sheriff's Dept. (VIN#2P3BB2652DR168032) as requested by Cindy Reeves, Animal Control Supervisor.

10. AUTHORIZE $50 RESERVE FOR THIRD CASH REGISTER IN COUNTY CLERK'S OFFICE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve $50 for third cash register in County Clerk's office.

11. CONSIDER APPROVAL OF 1989 INTERLOCAL AGREEMENT WITH H-GAC TO PARTICIPATE IN THE COOPERATIVE PURCHASING PROGRAM:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve 1989 Interlocal Agreement with H-GAC to participate in the Cooperative Purchasing Program. (Recorded in minutes in full)

12. CONSIDER RENEWAL OF CONTRACT FOR SERVICES WITH THE GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL FOR 1989-90:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize extension of current contract as presented by Herb Appel, President of EDC, effective July 1,

AGENDA ITEM 6 431-2113 5/19

0038

01603

AS PER ORIGINAL

MEMORANDUM

DATE: May 16, 1989

TO: County Judge Jodie Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

FROM: Marsha P. Gaines, Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Bobby Adkison
Accounts .907-4600-00-584-0000 & .907-4600-00-621-0000
Precinct #2

Mr. and Mrs. Bobby Adkison is requesting waiver of penalty and interest on the above referenced accounts for years 1979, 1980, and 1981.

1. Deed records indicate the Adkison's purchased the property in September 1978.
2. Ownership for the years 1979, 1980, and 1981 was in the name of the previous owner, Patricia Harris.
3. Correct ownership was not reflected on the accounts until 1982.
4. The delinquent attorneys mailed out a delinquent statement for the 1980 taxes only on account .907-4600-00-584-0000.
5. Resulting from the statement mailed out by the delinquent attorneys the additional delinquencies were discovered.

The breakdown of taxes due is:

Base Tax	$1,512.57
Penalty and Interest	1,560.40
Attorneys Fees	460.92
Total Due	$3,533.89

Due to incorrect ownership on the tax rolls, the inability of the tax office to track these delinquencies in a timely manner and the failure of the delinquent attorneys to notify the Adkisons of all delinquencies, I recommend waiver of penalty and interest if the taxes are paid immediately.

Marsha

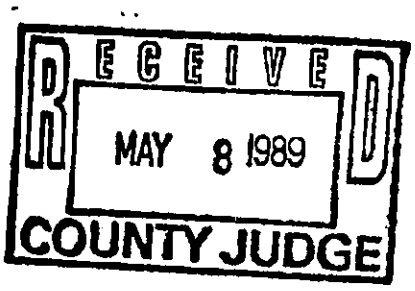
RECEIVED
MAY 18 1989
COUNTY JUDGE

5/11 xc: Tax Assessor
4 Commissioners

431-2113

AS PER ORIGINAL 0038

01604



MAY 5, 1989

FT. BEND COMMISSIONERS COURT
P.O. BOX 368
RICHMOND, TEXAS 77469

ATTN: PENALTY AND INTEREST WAIVER DEPT.:

WE NEED TO APPEAR BEFORE THE JUDGE TO DISCUSS 1979, 1980 AND 1981 FT. BEND COUNTY TAXES ON BLK.584 MAGNOLIA PLACE AND BLK. 621 MAGNOLIA PLACE. WE HAVE BEEN NOTIFIED THAT THEY ARE DELINQUENT, WHICH WE WERE UNAWARE.

WE DO NOT UNDERSTAND WHY IT HAS TAKEN SO MANY YEARS TO FINE THIS ERROR. A TITLE SEARCH WAS DONE IN 1984 BY CORSICANA NAT'L BANK, WHICH DID NOT FINE THIS. WE PAID THE TAXES WHICH WERE SENT TO US, I CAN ONLY ASSUME WE DID NOT RECEIVE THE NOTICE OF THESE PARTICULAR 2 BLK'S FOR THE LAND TAX.

DESCRIPTION OF PROPERTY:

TRACT 621 OF MAGNOLIA PLACE, A SUBDIVISION IN FT. BEND COUTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 2, PAGE 6 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACTS "A" THROUGH "D" WHICH IS HEREBY EXCEPTED THEREFROM:

(A) RIGHT-OF-WAY THIRTY FEET WIDE CONVEYED BY INSTRUMENT FROM W.E. BROWN TO FORT BEND COUNTY, DATED JANUARY 5, 1931, RECORDED IN VOLUME 192, PAGE 346 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.
(B) RIGHT-OF-WAY TWENTY FEET WIDE CONVEYED BY DEED FROM G. H. BROWN, EXECUTOR, TO THE STATE OF TEXAS, DATED DECEMBER 1, 1941, RECORDED IN VOLUME 201, PAGE 192 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

(C) RIGHT-OF-WAY SHOWN IN CONDEMNATION JUDGMENT IN THE COUNTY COURT OF FORT BEND COUNTY, TEXAS, IN CAUSE NO. 2636 STYLED "COUNTY OF FORT BEND VS. WALTER E. BROWN ET AL", DATED DECEMBER 13, 1948, RECORDED IN VOLUME "F", PAGE 113 OF THE COUNTY COURT CIVIL MINUTES OF FORT BEND COUNTY, TEXAS.

(D) 5.391 ACRES OUT OF THE SOUTH PORTION OF SAID TRACT 621 WHICH WAS CONVEYED BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 241827.

TRACT TWO:

TRACT 584 OF MAGNOLIA PLACE, A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 6 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS, SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACTS "A" AND "B" WHICH IS HEREBY EXCEPTED THEREFROM:

(A) A STRIP OF LAND THIRTY FEET WIDE CONVEYED TO FORT BEND COUTNY OFF THE NORTHWEST SIDE OF SAID LOT FOR RIGHT-OF-WAY PURPOSES BY DEED RECORDED IN VOLUME 150, PAGE 348 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

(B) A STRIP OF LAND FIFTY-FIVE FEET IN WIDTH CONVEYED TO STATE OF TEXAS BY DEED RECORDED IN VOLUME 201, PAGE42 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, REFERENCE HEREIN MADE FOR A MORE COMPLETE DESCRIPTION, AND ALL IMPROVEMENTS THAT ARE PRESENTLY ATTACHED THERETO.

PLEASE LET US KNOW WHEN WE CAN APPEAR TO SEE THE JUDGE.

SINCERELY,

Mr. + Mrs. Bobby Adkison

MR. & MRS. BOBBY ADKISON
ROCKING 7 STABLES
P. O. Box 151
Fresno TX
77545

0038
AGENDA ITEM
01606

AS PER ORIGINAL

MEMORANDUM

DATE: May 16, 1989

TO: County Judge Jodie Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

FROM: Marsha P. Gaines, Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Yocel Alonso
1988 Account .907-8500-02-003-0900
Precinct #4

Mr. Alonso is requesting waiver of penalty and interest on the above referenced account for 1988.

1. Mr. Yocel purchased the property in October 1988.
2. 1988 first notices were sent Transamerica Real Estate Tax Service, reflecting ownership in the name of Thomas Kosanda.
3. December 12, 1988, the Central Appraisal District recorded the ownership change.
4. The tax office received notification of the ownership change on January 9, 1989.
5. The tax office did not process the change and mail out a statement to Mr. Alonso until April 13, 1989.

The breakdown of 1988 taxes paid is:

Base Tax	$564.34
Penalties and Interest	73.37
Total Paid	$637.71

Due to the inability of the tax office to process the ownership changes in a timely manner, I recommend waiver of penalty and interest.

Marsha

RECEIVED
MAY 18 1989
COUNTY JUDGE

xc: Marsha Gaines 5-12-88
4 Commissioners

.038

MACNAUGHTON, ALONSO, LEUFVEN & CERSONSKY

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

6750 WEST LOOP SOUTH, SUITE 800

HOUSTON (BELLAIRE), TEXAS 77401

TELEPHONE:
(713) 664-4577

TELEX: 79-4608
FAX: 713/664-2618

01607
AS PER ORIGINAL

May 9, 1989

Hon. Jodie Stavinoha, County Judge
Fort Bend County
P.O. Box 368
Richmond, TX 77469

Re: Account No. 9078500020030900

Dear Judge Stavinoha:

In October 1988, I bought my home at 911 Gondola, Sugarland, Texas. Subsequently, I received tax bills from the City of Sugarland and the Fort Bend Independent School District which were timely paid. However, I recently received a tax bill from Fort Bend County, which not only included the taxes in the amount of $564.34 but also included penalty and interest, which brought the bill to $637,70.

This was the first notification received from Fort Bend County. After looking into the matter, I discovered that I was not timely notified of the amount of taxes due apparently because of a clerical error. Accordingly, I am hereby requesting a waiver of any penalties and interest. In this regard, I have sent my check in the amount of $637.70 to the Tax Assessor and Collector as payment in full of the taxes, penalty, and interest.

I would appreciate your favorable consideration of my request for a waiver. While I do not mind paying my fair share of taxes, I also believe quite strongly that penalties and interest are not justified under these circumstances.

Thank you for your attention to this matter.

Very truly yours,

Yocel Alonso

RECEIVED
MAY 11 1989
JUD

Let8:38:md

6 0038

AGENDA ITEM

01608

MEMORANDUM

AS PER ORIGINAL

DATE: May 16, 1989

TO: County Judge Jodie Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

FROM: Marsha P. Gaines, Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Scott Enderle
1988 Tax Account .907-4762-01-014-0010
Precinct #4

Mr. Enderle is requesting waiver of penalty and interest on the above referenced account for 1988.

1. Original 1988 tax statement was sent to Transamerica, a tax servicing company.
2. Tax information notices were mailed in March 1989 indicating taxes were due.
3. Mr. Enderle paid the 1988 tax including penalty and interest.
4. A special code was placed on Mr. Enderle's account on April 24, 1989, to prevent a mortgage company from requesting his tax statement in the future.

The breakdown of 1988 tax paid is:

Base Tax	$326.71
Penalty and Interest	35.94
Total Paid	$362.65

As my office is unable to verify the validity of a third party (i.e. mortgage companies, servicing agents, etc.) requesting a homeowner's statement, I recommend waiver of penalty and interest.

Marsha

5/10 xc: Tax Assessor/Collector
4 Commissioners

0038
01609

476-3015
Called 5/18 ✓

AS PER ORIGINAL

April 18, 1989

To: Judge Jodie Stavinoha
P.O. Box 368
Richmond TX. 77469

From: Scott Enderle
2630 Lakefield Way
Sugar Land, Texas 77479

Your Honor:

I respectfully request to be placed on the Commissioners' court agenda. Through no fault of mine, I have had to pay penalty and interest on my property taxes. The County tax office sent the original statement to TransAmerica and they deny requesting it. The County notified me of this two months after the tax was due and not earlier. In addition, after I notified them that this was in error they failed to respond to my letter before more interest had accrued.

Thank You

Scott

RECEIVED
MAY 10 1989
COUNTY JUDGE

AGENDA ITEM
#8

RAY BREEDING

Constable

(713) 437-4741

(409) 793-3700

Fort Bend County, Precinct 2

AS PER ORIGINAL

Commissioner's Court
Ft Bend County

SUBJECT: Request for Agenda Item

In accordance with amended budget approval (per approved agenda minutes dated 20 Mar 89, Item 7), request transfer of three used sheriff's department vehicles from that department to Precinct 2 Constable's Department, and further request that transferred vehicles be painted in the department colors of Gray and White, before, during, or after transfer, and finally, request that exempt license plates now on the vehicles, remain thereon and also be transferred to the Constable's Dept.

1987 Ford	Gray	495-730	2FABP43G3FX181907
1987 Ford	Brown	518-913	2FABP72F6HX184801
1987 Ford	Brown	497-731	2FAB43G3FX181910

Subject vehicle transfer was included in Line 1010 (Property and Equipment) when amended budget was approved, and was suggested by the Commissioner's Court in open hearing, in lieu of approval of 9,500 dollars to purchase three used DPS vehicles.

RAY L. BREEDING

MAY 18 1989
COUNTY

RAY BREEDING

Constable

Fort Bend County, Precinct 2

(713) 437-4741

(409) 793-3700

0038

01611

AS PER ORIGINAL

Commissioner's Court
Ft Bend County

SUBJECT: Request for Agenda Item

In accordance with amended budget approval (per approved agenda minutes dated 20 Mar 89, Item 7), request transfer of three used sheriff's department vehicles from that department to Precinct 2 Constable's Department, and further request that transferred vehicles be painted in the department colors of Gray and White, before, during, or after transfer, and finally, request that exempt license plates now on the vehicles, remain thereon and also be transferred to the Constable's Dept.

1987 Ford	Gray	495-730	2FABP43G3FX181907
1987 Ford	Brown	518-913	2FABP72F6HX184801
1987 Ford	Brown	497-731	2FAB4363FX181910

Subject vehicle transfer was included in Line 1010 (Property and Equipment) when amended budget was approved, and was suggested by the Commissioner's Court in open hearing, in lieu of approval of 9,500 dollars to purchase three used DPS vehicles.

RAY L. BREEDING

AS PER ORIGINAL

CATG	DESCRIPTION		PRESENT BUDGET	ADDT'L NEEDED	REVISED BUDGET
0201	Temporary or Extra Help		3,399	1,200	4,599
	*Summer Hire Program in conjunction with High Schools in Pct 2				
0300	Social Security		6,822	90 86	6,908
	Car Allowance		-0-	4,800	4,800
	*Request new Line Item 2 paid empl. @ $400/mth starting July 1, 1989				
0701	Conferences/Seminars/Training		500	400	900
	*TCLEOSE Requirements places add'l. training on reserve officers, and 40 extra training hours yearly for each full time officer.				
1010	Property and Equipment		1,000	24,803	25,803
	*4-Light Bars	1,700			
	Door Emblems	1,800			
	3-Car Radios	2,000			
	2-Cages	350			
	Computer w/printer	3,000			
	2-Modems	500			
	Typewriter	600			
	1-Scanner w/2 speakers	390			
	1-Base Station w/3 speakers	1,100			
	5-Handheld 2-way radios w/chargers & extra battery	2,900			
	1-Wall Key Map (FBC)	100			
	✓5-Key Maps (FBC)	140			
	2-Key Maps (HC)	43			
	3-Rechg. Flashlights w/chargers	340			
	Fingerprint Kit	50			
	Instamatic Camera	50			
	**3-Cars/used DPS	~~9,500~~			
	Paint for 3 Vehicles	240			
		24,803			
1062	Office Supplies		844	4,000	4,844
	$2,000 was used last year to supply the Needville Office, therefore, it will more than likely take the same amount to supply it this year. The Mo. City Office will need the same supplies. Also, changing all forms, letterheads, etc. to read Ray Breeding is an additional cost.				
2000	Utilities		3,429	6,000 -0-	9,429 342
	The Needville Office spent $6,000 last year on utilities, it's only common sense that the Mo. City Office will need the same amount, if not more, due to the fact it is larger.				
			Total Remaining (rent only) <6816>		
3020	Rentals		2,241	~~8,000~~ = 2600	10,241
	Needville Rent per year	<3,000>			
	Mo. City Rent per year	<5,476>			
	Water Fountain per year	300			
	Pager's per year	324 -3 MOS at 27.00 mo = 2			
	Copier per year	3,000			

*Additional Expenses

**or 3 used vehicles from Sheriff Dept. when they get new ones in May, 89.

CONSTABLE - PCT 2

0038

01013

AS PER ORIGINAL

CATG	DESCRIPTION		PRESENT BUDGET	ADDT'L NEEDED	REVISED BUDGET
4010	Fees and Services		-0-	2,800	2,800
	*Membership Dues	200			
	*Maid Service	2,000			
	*Misc. Emergency Expenses	600			
4011	*Uniforms		500	3,655	4,155
	5-Paid empl. (3 each)	1,395			
	Shoulder Patches	260			
	Badges (Reg & Res)	896			
	I.D. Cards (Reg & Res)	99			
	5-Hats @ $61 each	305			
	5-Jackets (Reg)	450			
	5-Rain Coats (Reg)	250			
		3,655			
7006	Tires and Tubes		491	600	1,091
	$200 each added to accommodate 3 additional vehicles				
7020	Repairs to Radios		-0-	800	800
	Request New Line Item (I would like to keep repairs to radios separate.)				
	10 hours labor	300			
	Materials	500			
		800			
	SUBTOTAL		19,226	57,144	76,370
	(delete 1010/cars if we get the 3 used Sheriff's cars in May)			(9,500)	(9,500)
	TOTAL		19,226	~~47,644~~ 42,162	66,870

*Additional Expenses

136167

ALL COUNTY CARS WILL BE ON DUTY (DRIVEN BY BOTH RESERVES & PAID OFFICERS).

2571
5476

AS PER ORIGINAL

0038

01614

Court takes 'no vote' stance on constable's budget request

By BOB HAENEL

For the second time in a row, Precinct 2 Constable Ray Breeding appeared before Fort Bend County Commissioners requesting budget amendments, and left empty handed.

Breeding several weeks ago requested $39,000, most of which he said were startup costs for a new office in the east section of the county.

This week's request exceeded $57,000 but included some items that already had been budgeted in the Precinct 2 budget.

Precinct 2 Commissioner Ben Denham began making alternative suggestions after finding duplications, and finally offered a motion to approve $36,268 in additions.

Breeding assured the court that most of the costs were startup only, and that he does not intend for his officers to patrol the precinct, a bone of contention which surfaced during the last request.

County Judge Jodie Stavinoha stated the patrol policy of the county, which calls for the sheriff's department to patrol unincorporated areas and the city police departments to patrol cities.

Stavinoha asked Breeding three times for that assurance.

Precinct 3 Commissioner Alton Pressley made a substitute motion which sought to review the requests and then return for a vote, but the motion died for a lack of a second.

Excluded from the request were funds for three used vehicles from the Department of Public Safety. Commissioners pointed out the sheriff's department would make available vehicles later on in the year.

Breeding said the bulk of the request would go for a base radio station, light bars for the vehicles, a computer, hand-held radio sets, uniforms and supplies.

Commissioners already approved rent for the extra office and also said they would address utilities for the office when that line item was depleted later in the year.

The budget amendment also included rent for the Needville office and utilities, which were already included in the regular budget.

After those items were backed out, Denham made the motion to approve an amendment of $36,268 and received a second from Precinct 1 Commissioner Bud O'Shieles.

The vote tied with Denham and O'Shieles voting in favor, and Pressley and Precinct 4 Commissioner Bob Lutts voting against it.

Stavinoha, in not voting, told Breeding to "get with Robert" Grayless, the county auditor, to go over what duplicate items were included in the request.

However, Grayless said he already had spent three hours with the constable in preparing the budget request.

Stavinoha asked the constable to again check on the figures before returning to the court.

7. CONSTABLE RAY BREEDING, PCT. 2, RE: (1) REQUEST APPROVAL OF RESERVE DEPUTY BOB DYESS AND APPROVE BOND & OATH; (2) REQUEST AMENDING BUDGET:

Request approval of reserve deputy Bob Dyess and approve bond & oath:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to appoint Bob Dyess as Reserve Deputy for Constable #2, and approve bond & oath. (Recorded in minutes in full)

Request amending budget:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Pressley voting no, it is ordered to amend Constable #2's 1989 budget in the amount of $36,168.- declare an emergency. Funds from contingency fund. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF AND ACCEPT BOND & OATH FOR RESERVE DEPUTIES VIRGINIA KATE VOLKING AND ANDREW L SEPULVEDA, PCT. 3 CONSTABLE:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to appoint Virginia Kate Volking and Andrew L. Sepulveda as reserve deputies for Constable Pct. 3 and approve bond and oath. (Recorded in minutes in full).

9. CONSIDER SICK LEAVE EXTENSION FOR PCT. 4 ROAD & BRIDGE EMPLOYEE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve extended sick leave of 18 work days for Alois Malac, employee of Pct. 4 Road & Bridge Department. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF PRODUCT/MAINTENANCE AGREEMENTS WITH AT&T FOR PHONE EQUIPMENT IN TRAVIS ANNEX:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve product/maintenance agreements with AT&T for phone equipment in Travis Annex, as presented by Bill Pullman, representing AT&T. (Recorded in minutes in full)

11. CONSIDER TRANSFERRING PART OF YEAR-END BALANCE OF PCT. 3 ROAD & BRIDGE TO PCT. 3 MAINTENANCE FACILITY FUND #45:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize transfer of part of year-end balance of Pct. 3 Road & Bridge to Pct. 3 Maintenance Facility Fund #45 totaling $45,000 for capital improvement. (Recorded in minutes in full)

12. CONSIDER ADVERTISING FOR BIDS FOR MAINTENANCE SHED, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve advertising for bids for maintenance shed, Pct. 3.

13. APPROVE USE OF FORMER PCT. 1 OFFICE ON FM 2218 BY FORT BEND SENIOR CITIZENS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve use of former Pct. 1 office on FM 2218 by Fort Bend Senior Citizens with county continuing to pay for utility expenses.

AS PER ORIGINAL

INTERLOCAL AGREEMENT

STATE OF TEXAS ( )
COUNTY OF ( )

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c)V.T.C.S.) by and between County of FORT BEND, Texas, hereinafter called the "County", and the Houston-Galveston Area Council, a council of governments of the State of Texas, thereinafter called the "Council."

WITNESSETH

The County of FORT BEND constitutes and appoints the Houston-Galveston Area Council, its true and lawful purchasing agent for the purchase of certain vehicle(s) through the Council's Cooperative Purchasing Program. Said vehicle(s) will be specified by the County to the Council through submission of purchase orders duly signed by an appropriate County official. The County agrees that the Council shall be the exclusive purchasing agent for the vehicle(s), and agrees that the bidding shall be conducted by the Council according to the regulations contained in Section IV of the Council's Financial and Accounting Procedures Policy Handbook.

WHEREAS, the County desires to purchase certain vehicle(s) and

WHEREAS, the Council is willing to procure the vehicle(s) for the County.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT in consideration of the mutual covenants, agreements, and benefits to both parties, it is hereby agreed as follows:

I. Within 90 days after the date of execution hereof, the Council will procure the vehicle(s) described in the order form for vehicle(s) (Exhibit "A") attached hereto. The vehicle(s) shall be procured in accordance with the regulations governing competitive bidding procedures of the Council; the terms hereof; and the quantities, qualities, and at the unit prices and administrative surcharge as indicated on Exhibit "A".

II. All of the vehicle(s) purchased hereunder shall be of new manufacture and undamaged and shall meet the specifications as determined by Council staff in response to requests from the County. The vehicle(s) shall carry the manufacturer's full warranty to the County. Provided, however, that it is understood and agreed that the Council has acted only as an agent for the County in its purchase and make no warranty, either implied or expressed, regarding the fitness or merchantability of the vehicle(s).

III. The County, by execution of this agreement, agrees to furnish to the Council a valid Purchase Order with the H-GAC Order Form. When vendor notifies the Council of definite date for pickup at factory or delivery of the vehicle(s) to be transferred from vendor to end user, the Council will invoice the County for the full amount of the "order" including the administrative fee. The County agrees to remit full payment immediately prior to pick-up or delivery of the ordered vehicle(s).

IV. The County agrees to present an authorized representative at the appropriate contracted vendor(s) for the respective ordered vehicle(s), for the express purpose of "check out" and acceptance of the vehicle(s) within five (5) days after notification that said vehicle(s) are ready for delivery. Further, the County shall verify acceptance of the vehicle(s) in writing to the Council within five (5) days after acceptance of same.

01617

AS PER ORIGINAL

V. The County agrees that Manufacturer's Statement of Origin (title) will be endorsed by the vendor directly to the County at the time of receipt and acceptance of the vehicle(s). Further the County accepts responsibility for vehicle registration and transfer.

This agreement, (inclusive of the attached Exhibit "A") constitutes the entire agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed.

The later date of execution by the JODIE STAVINOHA (Official) of the County, or the Executive Director of the Council hereinbelow shall constitute the date of execution hereof.

IN WITNESS HEREOF this instrument, in duplicate originals, has been executed by the parties hereto as follows:

a. It has on the 22 day of MAY, 1989, been executed by the JODIE STAVINOHA (Official) of the County, on behalf of the County, pursuant to an _____ (ordinance, resolution or purchase order) of the County (attached hereto) so authorizing.

b. It has on the _____ day of _____, 1989, been executed by the Executive Director of the Council on behalf of the Council pursuant to an order of the Board of Directors of the Council so authorizing.

COUNTY OF FORT BEND

BY Jodie E. Stavinoha (Official)

HOUSTON-GALVESTON AREA COUNCIL

BY _____
JACK STEELE, EXECUTIVE DIRECTOR

AS PER ORIGINAL
AGENDA ITEM
12

01618

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS AGREEMENT, made and entered into by and between the County of Fort Bend, hereinafter referred to as "County", and the Greater Fort Bend Economic Development Council, hereinafter referred to as "Greater Fort Bend".

WHEREAS, the County desires to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens and promote the general public welfare; and,

WHEREAS, it is important to attract and expand business, commercial and industrial enterprise in order to accomplish this purpose; and,

WHEREAS, it is desirable, productive, and economical to work towards this goal through a unified county effort and through an agency with specific expertise in this field; and,

WHEREAS, the County desires to contract with Greater Fort Bend for such business and industrial development services; and,

WHEREAS, Greater Fort Bend is a county-wide non-profit corporation whose purpose is to accomplish all the above stated objectives;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and the Greater Fort Bend agree as follows:

A. The terms of this contract are from July 1, 1989, through June 30, 1990, the date of signature by the parties notwithstanding, provided, however, this contract may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice.

B. As compensation for all services provided hereunder, the County shall pay Greater Fort Bend the sum of One Hundred Thousand and no/100 Dollars ($100,000.00) for an annual contract sum. In the event of early termination as provided for by subparagraph A, the County shall compensate Greater Fort Bend for all services actually provided hereunder on a pro rata basis according to

the ratio the amount of time elapsed during the contract term bears to the total amount of money agreed upon herein as compensation for such term.

Payment will be by twelve (12) equal monthly payments in the sum of $8,333.33 each, the first of such demand payable on July 1, 1989, and a like payment on the first day of each month thereafter until fully and finally paid.

C. Greater Fort Bend agrees to develop a comprehensive program for the solicitation of industrial, business and commercial prospects for location in Fort Bend County or a municipality located therein. The program will include but not be limited to site selection and analysis services for new business and industry seeking a location in Fort Bend County; dissemination of the demographic information about Fort Bend County to prospective new business and industry; and make recommendations for Fort Bend County to complete more successfully for new business and industry.

D. In addition to the foregoing, Fort Bend County is given the right to appoint five (5) directors to Greater Fort Bend, who shall serve for as long as this contract is in effect.

E. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly authorized by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

COUNTY OF FORT BEND

ATTEST:

BY: _____
Jodie E. Stavinoha, County Judge

_____
Dianne Wilson, County Clerk

DATED: _____

GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL

DATED: 5/18/89

BY: _____
Herbert W. Appel, Jr. President

1989 through December 31, 1989 totaling $15,000 with a new contract to be considered during the 1990 budget, effective January 1, 1990. (Recorded in minutes in full)

13. CONSIDER RESERVED PARKING FOR ELECTED OFFICIALS IN TRAVIS ANNEX:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, to postpone authorizing reserve parking for elected officials in Travis Annex.

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize reserve space for County Court at Law #1 & #2 and Justice of the Peace Precinct #1, Judges on the North side of the William B. Travis Bldg.

Walter McMeans requested reserved parking for Judges.

14. CONSIDER APPLICATION FROM PRIME CABLE TO LAY CABLE BORED UNDER & ALONG MILL CREEK DRIVE, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Prime Cable to lay cable under & along Mill Creek Drive, Pct. 3. (Recorded in minutes in full)

15. CONSIDER APPLICATIONS FROM WARNER CABLE COMMUNICATIONS TO LAY CABLE BORED UNDER SALIDA DEL SOL DR., SONET DR., MANZANO DR., GINGER RUN WAY, WEST AIRPORT BLVD., & MAPLE DOWNS LN. AND ALONG WEST AIRPORT BLVD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application from Warner Cable Communications for the above streets. (Recorded in minutes in full)

16. CONSIDER APPLICATIONS FROM STAR CABLE TO LAY CABLE ALONG WARNEKE RD. & HARDIN RD., PCT. 2, AND ALONG NAVAJO RD., PCT. 1:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve applications from Star Cable to lay cable along Warneke Rd. & Hardin Rd., Pct. 2 and along Navajo Rd., Pct. 1. (Recorded in minutes in full)

17. CONSIDER REVISING PERMIT #80959 FROM LEXINGTON DEVELOPMENT CO. TO INSTALL STORM SEWER & WATER LINE UNDER EDGEWATER DR., AND A DRIVEWAY TIE-IN OFF EDGEWATER DR., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit #80959 from Lexington Development Co. to install storm sewer & water line under Edgewater Dr., and a driveway tie-in off Edgewater Dr., Pct. 3. (Recorded in minutes in full)

18. CONSIDER CHANGE ORDER WITH BELL SHAFT FOR ADDITIONAL SERVICES IN THE AMOUNT OF $840:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve change order with Bell Shaft for additional services in the amount of $840. (Recorded in minutes in full)

14

AS PER ORIGINAL 0038

016 21

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22nd day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Fort Bend County dated 5/12/89, permit no. 81053 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shieles, 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

AS PER ORIGINAL 0038

01622

Appl. # 81053

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

Karl E Baker

Karl E. Baker, P.E.
Assistant Engineer

5/18/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

0038

01623

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81053

Formal notice is hereby given that Prime Cable of Ft. Bend County 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
Mill Creek Drive	10' North East of Cypree Lane	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
Mill Creek Dr.	10' South East of Cypree Lane	40' North East of Cypree Lane	160'

General Description

Bored cable instillation will be a minimum of 24" deep and sleeved in 2"PVC.

Parallel construction will be a minimum of 24" below normal driving surface.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE Ray Searcy, System Eng.
(Please Print)

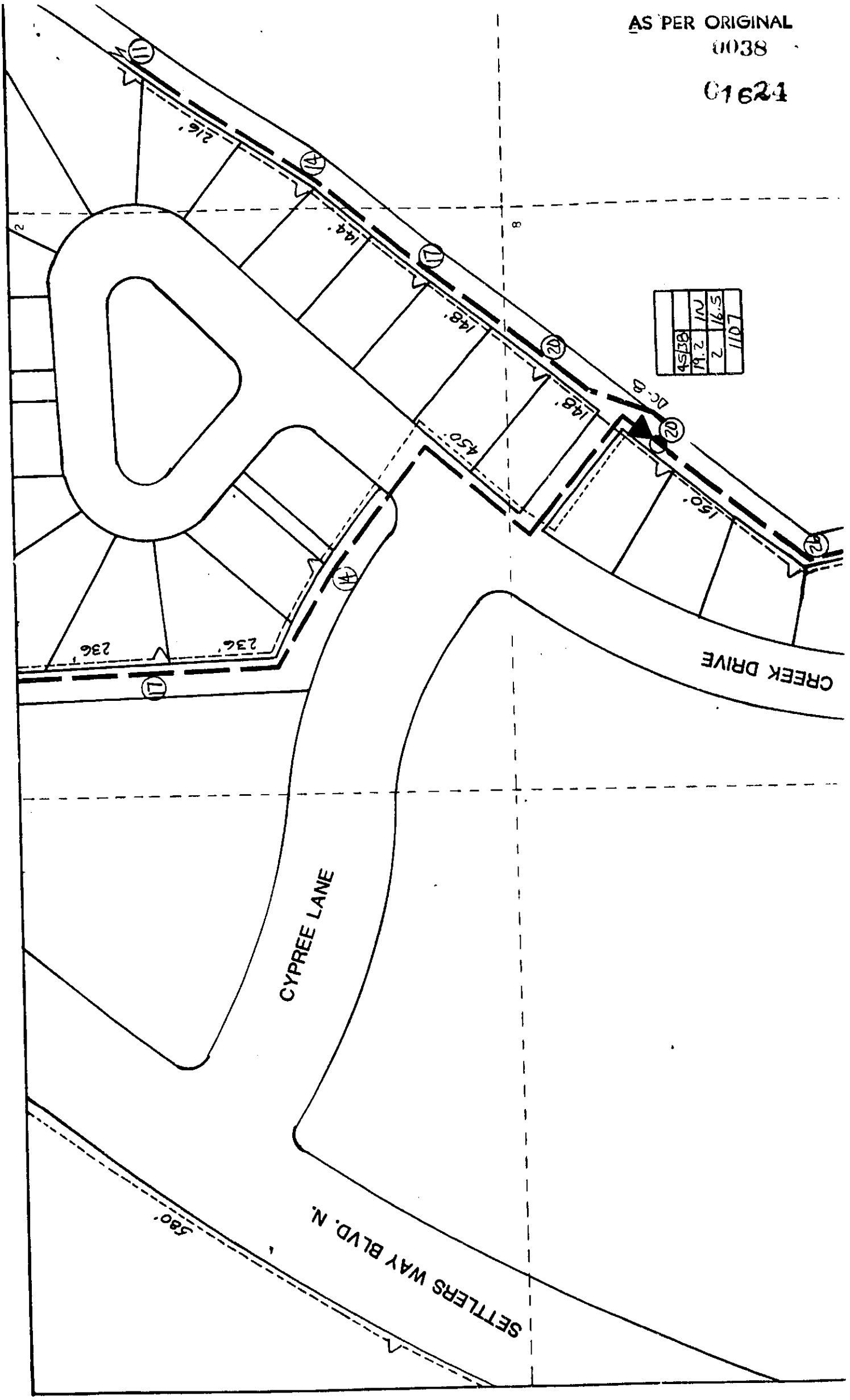
DATE: May 12, 1989
ADDRESS: 8020 Hwy 90A P.O. Box 831
(Street/P.O. Box)

Sugar Land , Texas 77478
City State Zip
TELEPHONE NO: (713)242-3800

AS PER ORIGINAL

0038

01624



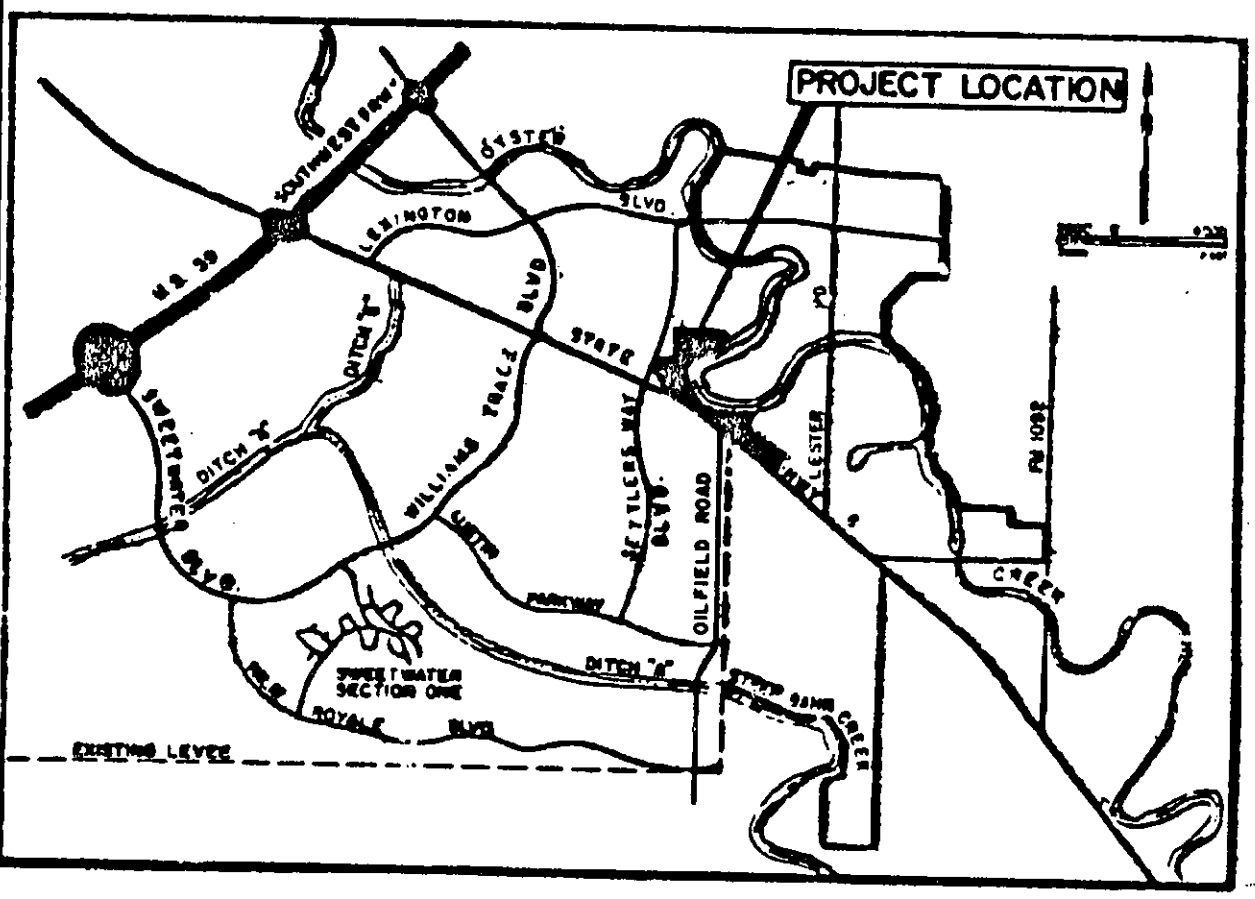
C67	N14° 14' 34" E	11.32	88° 55' 10"	[illegible]	[illegible]	[illegible]
C68	S09° 24' 17" W	260.84	26°40' 08"	585.47	263.20	134.03
C69	S05° 59' 07" W	81.41	85° 26' 04"	60.00	89.47	55.40
C70	N32° 00' 44" E	130.78	42° 56' 10"	580.47	131.06	65.81
C71	S03° 35' 07" W	26.98	85° 18' 19"	25.00	28.50	16.02
C72	S29° 29' 18" W	132.92	13°29'56"	565.47	133.23	66.92
C73	S45° 02' 07" W	4.94	11° 20' 22"	25.00	4.95	2.48
C74	S39° 21' 30" E	27.23	20° 54' 57"	75.00	27.38	13.84
C75	S80° 32' 54" W	14.43	11° 02' 34"	75.00	14.45	7.25
C76	N39° 22' 43" E	9.99	07° 38' 22"	75.00	10.00	5.01
C77	N37° 42' 12" E	19.83	00° 15' 59"	4,264.50	19.82	9.92
C78	N16° 49' 13" E	358.17	41° 30' 00"	505.47	366.12	191.51
C79	N16° 09' 13" E	388.36	40° 10' 03"	565.47	396.43	206.75
C80	N71° 04' 41" W	264.84	29° 28' 10"	520.84	267.79	136.93
C81	N57° 02' 50" W	3.45	00° 26' 12"	420.84	3.45	1.73
C82	S 67°37'24" E	163.78	03°13' 12"	2914.50	163.80	81.92

AS PER ORIGINAL

0038
01625

SETTLER'S WAY
VOL. 1092 PG. 610 F.B.C.

FORT BEND
M.U.D. 16



VICINITY MAP

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22nd day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Warner Cable Communications, Inc. dated 5/3/89, permit no. 81051 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner _____, seconded by Commissioner _____, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bachelor
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY _____
Deputy

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

0038
C1627

Appl. # 81051

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

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

5/18/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

C1628

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81051

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

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
Salida Del Sol	105' East of Soledad Dr. East R.O.W.	60'	XX			
Sonet Dr.	125' South of Solida Del Sol South R.O.W.	60'	XX			
Manzano Dr.	105' South of Solida Del Sol South R.O.W.	60'	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Map # SW-D-1, 5 of 8

Job # 140010

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Warner Cable Comm., Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE Brent D. Perdue, Manager
(Please Print)

DATE: 05-03-89
ADDRESS: 6015 Royalton
(Street/P.O. Box)

Houston TX 77081
City State Zip
TELEPHONE NO: 662-7884

AS PER ORIGINAL 0038

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)

01623

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81051

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

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
Manzano Dr.	105' South of Cerca Blanca South R.O.W.	60'	XX			
Manzano Dr.	115' North of Beechnut North R.O.W.	60'	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Map # SW-D-1, 5 of 8

Job # 140010

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

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

(Signature)

NAME & TITLE Brent D. Perdue
(Please Print)

DATE: 05-03-89
ADDRESS: 6015 Royalton
(Street/P.O. Box)

Houston TX 77081
City State Zip
TELEPHONE NO: 662-7884

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22nd day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Warner Cable Communications, Inc. dated 5/9/89, permit no. 81052 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner _____, seconded by Commissioner _____, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY _____
Deputy

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

Appl. # 81052

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

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

5/18/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

0038

AS PER ORIGINAL

01632

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81052

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

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
Ginger Run Way	2' south of West Airport Blvd. North ROW	60'	XX			
West Airport Blvd.	101' West of Ginger Run Way West ROW	100'	XX			
Maple Downs Ln.	123' North of Redwood Forest Ct. north ROW	60'	XX			

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
West Airport Blvd. (North ROW)	101' West of Ginger Run Way West ROW	109' east of Ginger Run Way east ROW	210'
West Airport Blvd (south ROW)	105' east of Maple Downs Ln. east ROW	258' east of Maple Ln. east ROW	153'

General Description

Map No. SW-D-37

Job No. 140037

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

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

(Signature)

NAME & TITLE Brent D. Perdue, Manager
(Please Print)

DATE: May 9, 1989
ADDRESS: 6015 Royalton
(Street/P.O. Box)

Houston, TX 77081
City State Zip
TELEPHONE NO: 662-7876

AS PER ORIGINAL

0038

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)

01633

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81052

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

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
Maple Downs Ln.	357' South of West Airport Blvd. South ROW	60'	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Map No. SW-D-37

Job No. 140037

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

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

(Signature)

NAME & TITLE Brent D. Perdue, Manager
(Please Print)

DATE: May 9, 1989
ADDRESS: 6015 Royalton
(Street/P.O. Box)

Houston, TX 77081
City State Zip
TELEPHONE NO: 662-7884

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

01634

On this 22nd day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Star Cable Co. dated 5/3/89, permit no. 81054 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81054

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

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

5/18/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $2,000.00

Money Order previously filed 3/27/89 with Permit #'s 81028,81029,81031 & 81030. Rollover to the above Permit #81054.

BANK MONEY ORDER

82797

REMITTER Star Cable

DATE March 15, 1989

88-1998
1131

PAY TO THE ORDER OF County of Fort Bend [redacted] $ 2000.00

BRAZORIA STATE BANK 2000 AND 00 CTS

Brazoria State Bank
BRANCH OF MOULTON STATE BANK
P.O. BOX 8 BRAZORIA, TX 77422 798-2181

AUTHORIZED SIGNATURE

Mattie Ann Davis Asst Cashier

Etha Williams

⑈082797⑈ ⑆113119985⑆ 800 001⑈

AS PER ORIGINAL

0038

01636

AS PER ORIGINAL

0038

COUNTY OF FORT BEND

01637

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

3403 Avenue F
Phone: 342-3039

RECEIVED
MAY 12 1989

May 8, 1989

Permit #81028
Star Cable Co.
Approved in Commissioners' Court 3/27/89

RE: Cable under Band Rd. Ext. & Along Gerken Rd.

PIPELINE PERMIT RELEASE FORM

I _____ as representative for (Precinct __), (Drainage District) have inspected the project under Permit # 81028 and find it meets plans and specifications as presented in the permit. I hereby authorize the release of the (performance bond), (letter of credit), (cashier's check), (personal check), (other), (circle one) for said permit in the amount of $ 2,000.00.

DATE 5-12-89

AS PER ORIGINAL 0038

01638

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

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 81054

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

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

Road 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
Navajo Rd. in Pleak	460' N. of Commanche Blvd.	Proceeding along Navajo Ct.	655' between ~~HL & P poles~~

General Description

In Horseshoe Bend Subdivision bury by open trench 1-.500 CATV cable buried to a depth of 24", 4' from edge of road. Running parallel with Navajo Ct. on N. side of road.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

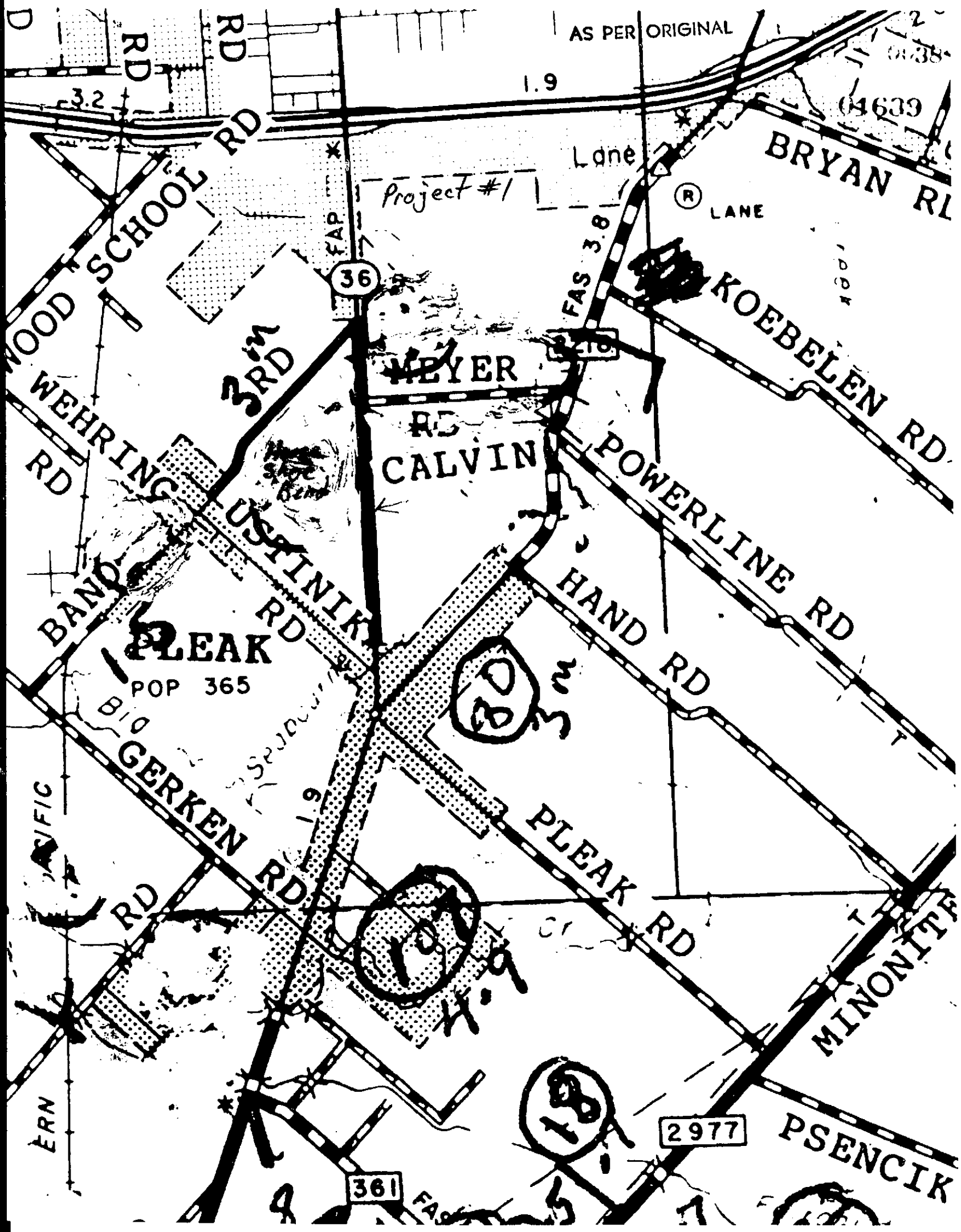
COMPANY NAME: Star Cable Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE Larry Schnack, Project Manager
(Please Print)

DATE: 3 May, 1989
ADDRESS: 1112 S. Brooks
(Street/P.O. Box)

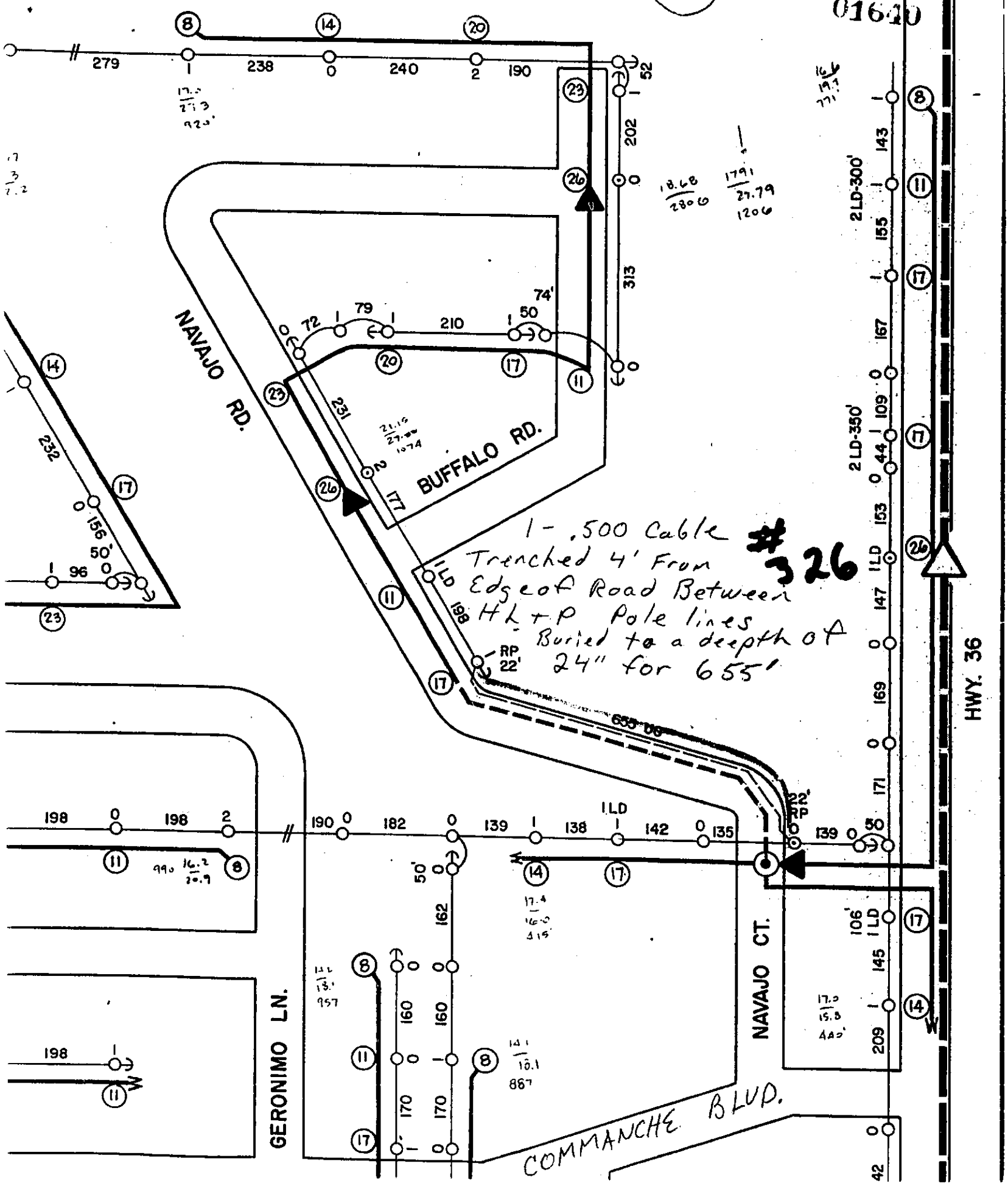
Brazoria, Texas 77422
City State Zip
TELEPHONE NO: (409)798-9121


AS PER ORIGINAL
1.9
3.2
RD
RD
SCHOOL RD
Lane
Project #1
BRYAN RD
LANE
FAP
36
FAS 3.8
KOEBELEN RD
3RD
MEYER
RD
CALVIN
WEHRING
RD
POWERLINE RD
USTINIK
RD
HAND RD
BAND
PLEAK
POP 365
GERKEN
RD
RD
PLEAK
RD
MINONITE
PSENCIK
2977
361

AS PER ORIGINAL

0038

01640



16

AS PER ORIGINAL

0038

01641

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22nd day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Star Cable Co. dated 5/3/89, permit no. 81055 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shields, 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 Ronald Bradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

0038

01642

Appl. # 81055

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

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

5/18/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $2,000.00

Money Order previously filed 3/27/89 with Permit #'s 81028,81029,81031 & 81030. Rollover to the above Permit #81055.

BANK MONEY ORDER

82797

REMITTER Star Cable

DATE March 15, 1989

88-1998
1131

PAY TO THE ORDER OF County of Fort Bend [redacted] $ 2000.00

BRAZORIA STATE BANK 2000 AND 00 CTS

Brazoria State Bank
BRANCH OF MOULTON STATE BANK
P.O. BOX 8 BRAZORIA, TX 77422 798-2181

AUTHORIZED SIGNATURE

Mattie Ann Davis Asst Cashier

Etha Williams

⑈082797⑈ ⑆113119985⑆ 800 001⑈

AS PER ORIGINAL

0038

01643

AS PER ORIGINAL
0038

01644

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 87055

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

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

Road 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
Hardin Rd.	1144' NW of Vincik-Ehlert Rd	75' From Hwy. 59	4576'

General Description

Bury by open trench 1,750 CATV cable 36" below surface running parrallel to Hardin Rd. on SW side of road as close to pole line as possible and maintain 1 foot clearance from any phone cable.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

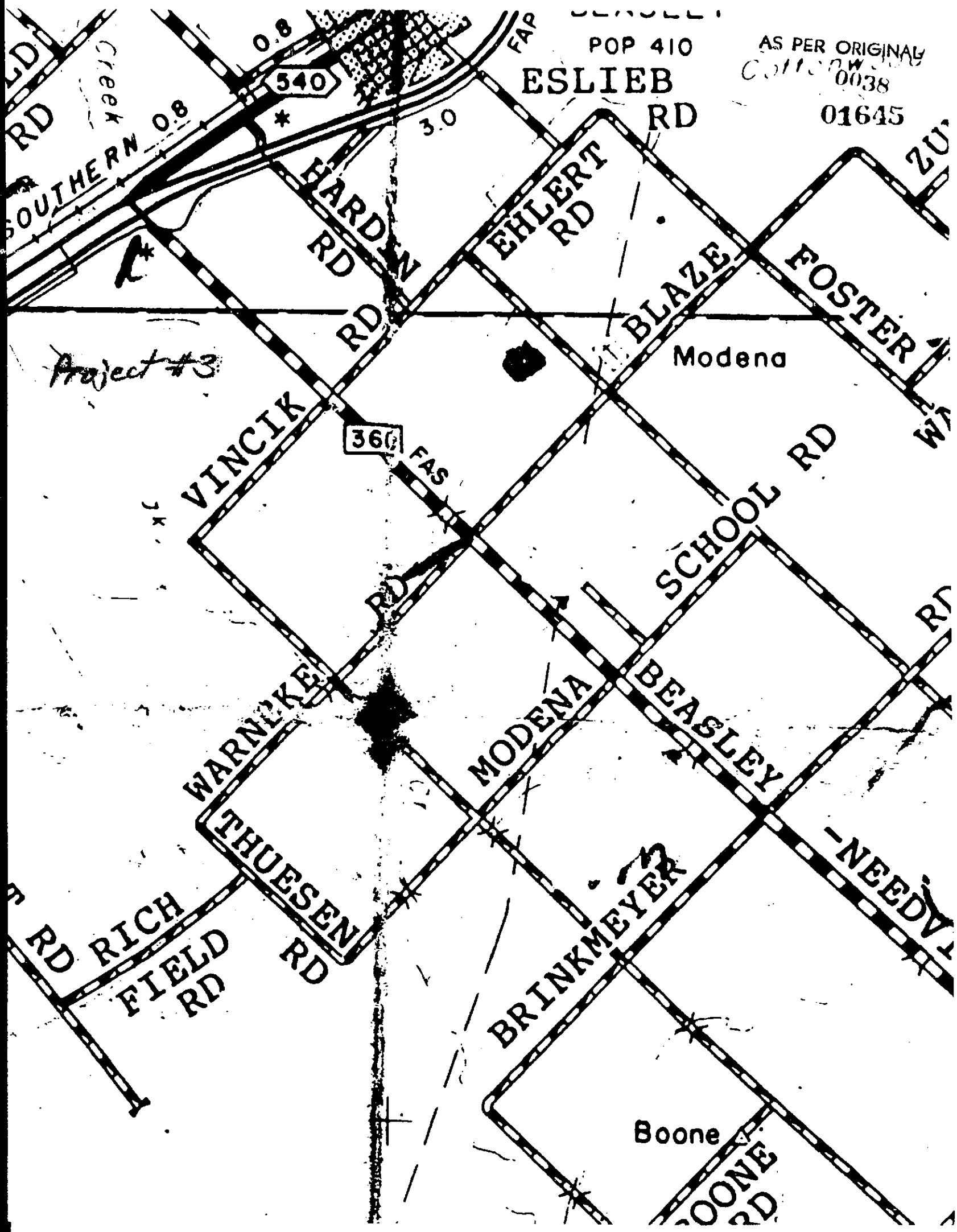
COMPANY NAME: Star Cable Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

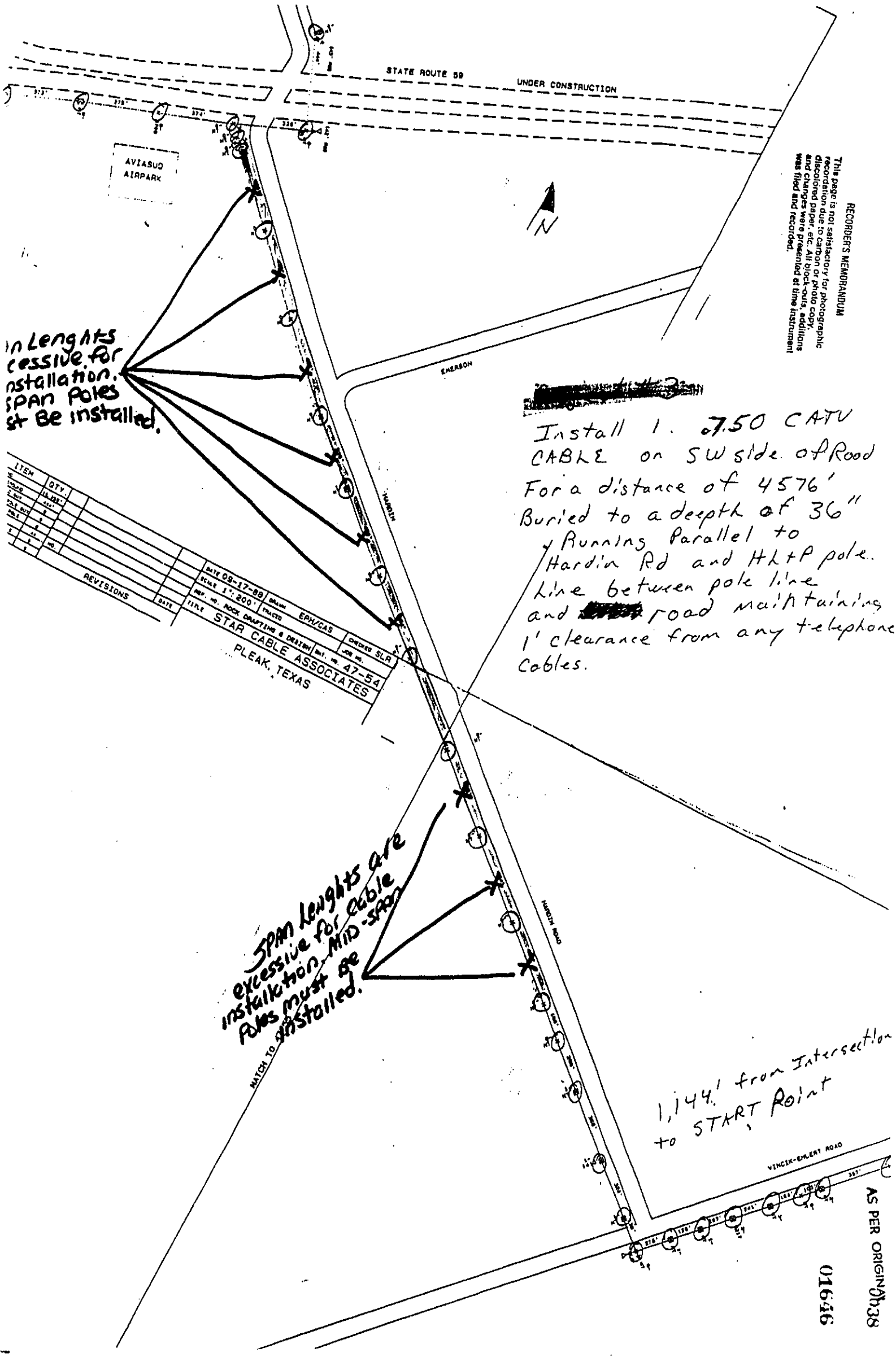
(Signature)

NAME & TITLE Larry Schnack, Project Manager
(Please Print)

DATE: 3 May, 1989
ADDRESS: 1112 S. Brooks
(Street/P.O. Box)

Brazoria, Texas 77422
City State Zip
TELEPHONE NO: (409)798-9121


POP 410
AS PER ORIGINAL
0038
01645
ESLIEB
RD
540
0.8
3.0
SOUTHERN
Creek
HARDIN
RD
EHLERT
RD
BLAZE
FOSTER
Modena
Project #3
VINCIK
RD
360
FAS
SCHOOL RD
WARNEKE
RD
MODENA
BEASLEY
THUESEN
RD
RICH
FIELD
RD
BRINKMEYER
Boone



STATE ROUTE 59
UNDER CONSTRUCTION
AVIASUD AIRPARK
N
EMERSON
HARDIN
HARDIN ROAD
VINCIK-EHLERT ROAD
MATCH TO

ITEM	QTY.

REVISIONS

DATE

DATE 09-17-88 | DRAWN EPH/CAS | CHECKED SLR
SCALE 1":200' | TRACED | JOB NO.
REF. NO. ROCK DRAFTING & DESIGN | SHT. NO. 47-54
TITLE STAR CABLE ASSOCIATES
PLEAK, TEXAS

[redacted]

Install 1. ~~.7~~50 CATV CABLE on SW side of Road For a distance of 4576' Buried to a deepth of 36" Running Parallel to Hardin Rd and HL+P pole. Line between pole line and [redacted] road maintaining 1' clearance from any telephone Cables.

in Lenghts cessive for nstallation. SPAN Poles st Be installed.

SPAN Lenghts are excessive for cable installation. MID-SPAN Poles must Be installed.

1,144' from Intersection to START Point

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

AS PER ORIGIN
0638
01646

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

01647

On this 22nd day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Star Cable Co. dated 5/3/89, permit no. 81056 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81056

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

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

5/18/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $2,000.00

Money Order previously filed 3/27/89 with Permit #'s 81028,81029,81031 & 81030. Rollover to the above Permit #81056.

BANK MONEY ORDER

82797

REMITTER Star Cable

DATE March 15, 1989

88-1998
1131

PAY TO THE ORDER OF County of Fort Bend [redacted] $ 2000.00

BRAZORIA STATE BANK 2000 AND 00 CTS

Brazoria State Bank
BRANCH OF MOULTON STATE BANK
P.O. BOX 8 BRAZORIA, TX 77422 798-2181

AUTHORIZED SIGNATURE

Etha Williams

⑈082797⑈ ⑆113119985⑆ 800 001⑈

AS PER ORIGINAL

0038

01649

0038

C1659

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81056

AS PER ORIGINAL

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

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

Road 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
Warneke Rd.	1119' NE Of Bull Run Rd	Poleline across 1215' between FROM PVT Dr. "A"HL & P	

General Description

Bury by open trench 1, .750 CATV Cable 36" below surface running parallel with Warneke Rd. on SE side of road between HL & P poles on back side of ditch.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

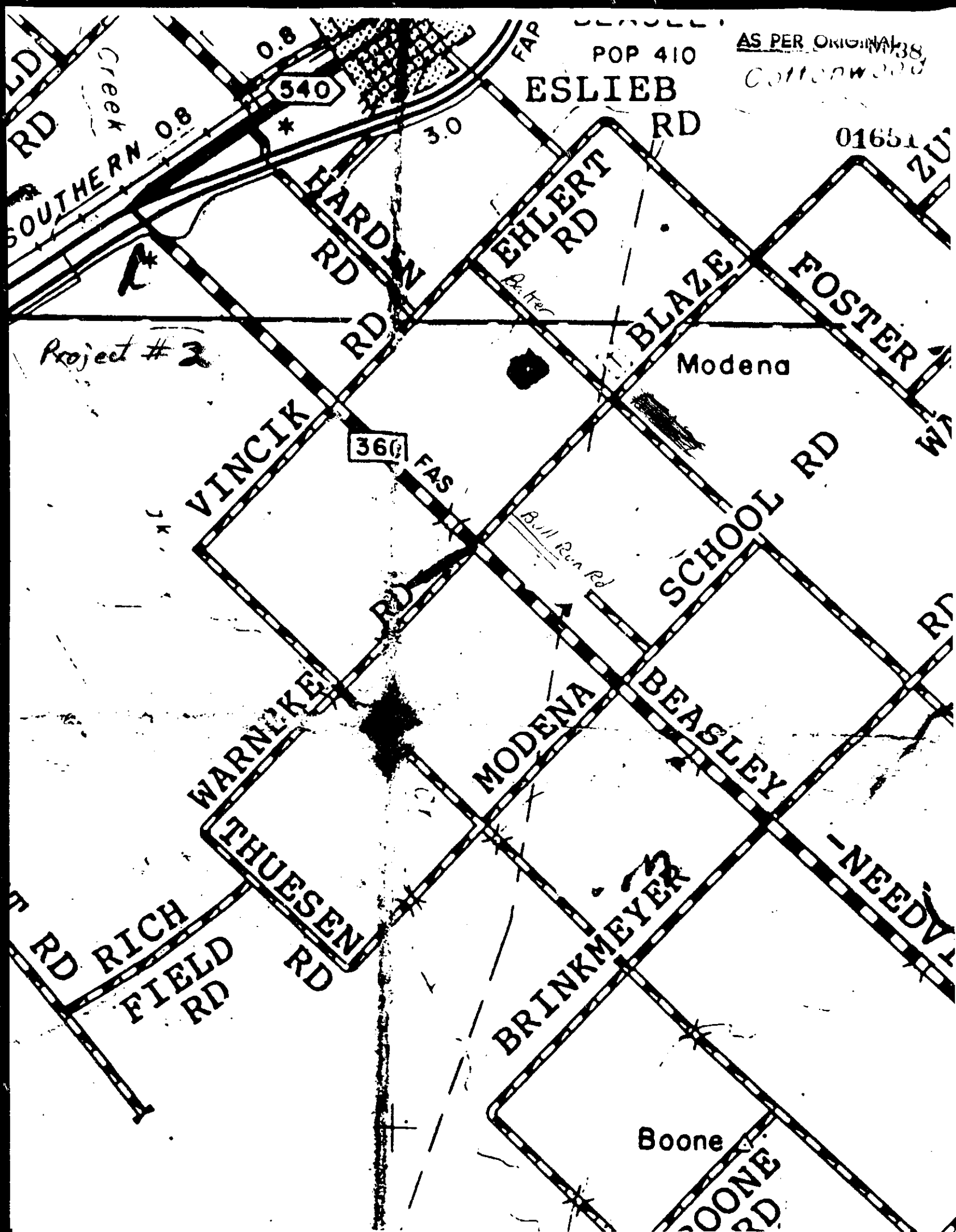
COMPANY NAME: Star Cable Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Larry Schnack
(Signature)

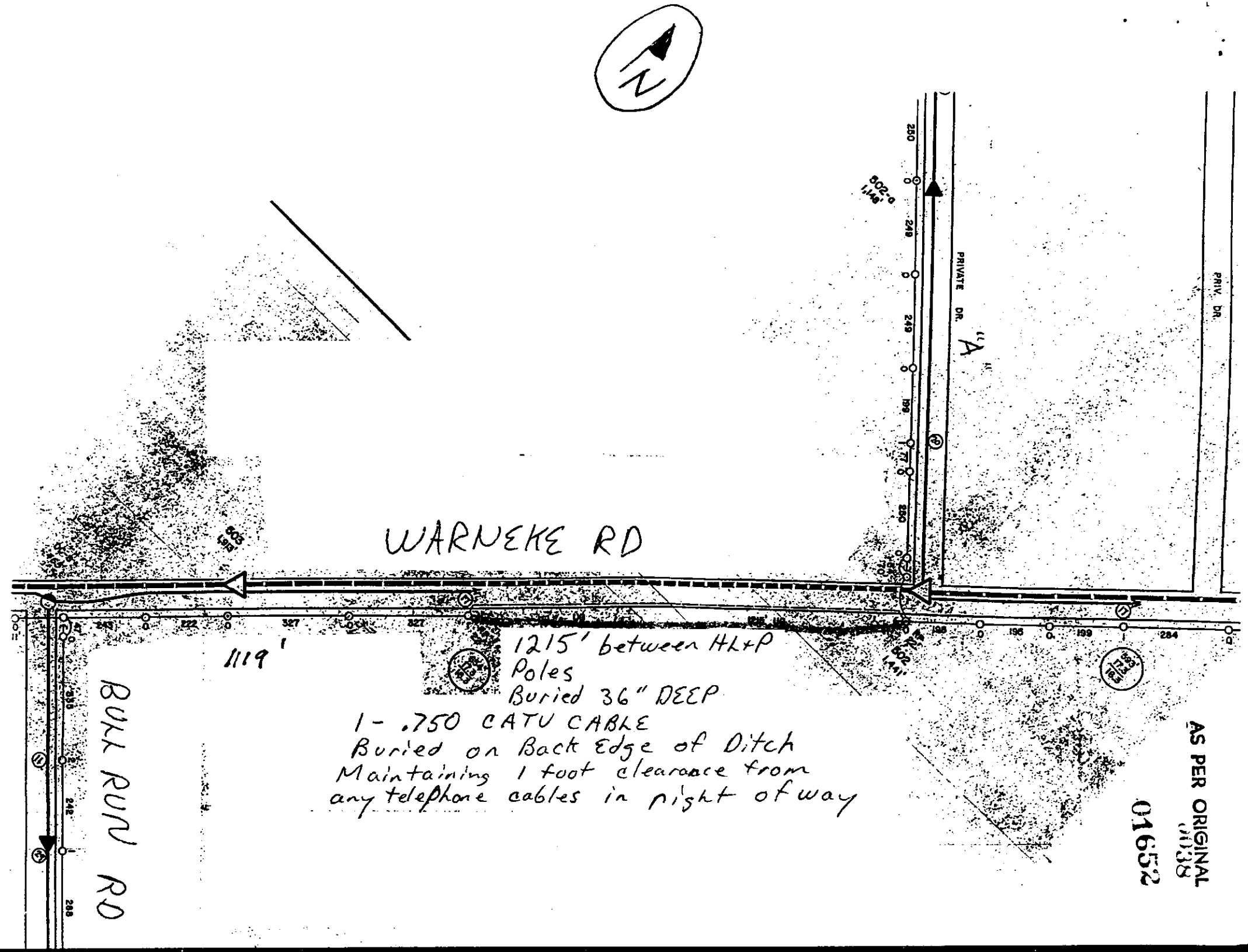
NAME & TITLE Larry Schnack, Project Manager
(Please Print)

DATE: 3 May, 1989
ADDRESS: 1112 S. Brooks
(Street/P.O. Box)

Brazoria TX 77422
City State Zip

TELEPHONE NO: (409)798-9121


AS PER ORIGINAL
POP 410
ESLIEB
RD
540
0.8
3.0
SOUTHERN
Creek
HARDIN
RD
EHLERT
RD
BLAZE
FOSTER
Modena
Project #2
VINCIK
RD
360
FAS
SCHOOL RD
Bull Run Rd
WARNEKE
RD
MODENA
BEASLEY
THUESEN
RD
RICH
FIELD
RD
BRINKMEYER
Boone



AS PER ORIGINAL
01652

01653

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22nd day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Lexington Development, Co. dated 5/11/89, permit no. 80959 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Sutts, 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 80959

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

Karl E. Baker, P.E.
Assistant Engineer

5/18/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $2,000.00

Cashier's Check previously filed with permit #80959 9/26/88.

AS PER ORIGINAL

0038

01655

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80959
(Revised)

Formal notice is hereby given that Lexington Development Company to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or 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	~~Open~~
1.	Settlers Way Blvd.	Approx. 1100' South of Lexington Boulevard	37' Storm Sewer			
2.	Colonists Park Dr.	Approx. 400' North of Edgewater Drive	N/A			
(Rev. 1) 3.	Edgewater Dr.	Approx. 600' South of Water's Way Drive	37' Storm Sewer	X	X	

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

1. Bore & jack 37 L.F. 24" Stm. Swr. under Settlers Way Blvd. conn. to exist. stm. swr.
(Rev.1) 2. Connect proposed stm. swr. and water line to exist. facilities and adjust as indicat on Sht. 11 and Sheet 6 of Construction Plans.
3. Connect proposed paving to existing paving, in Settlers Way Blvd., Edgewater Dr., an Colonists Park Drive.

The location and description of the proposed installation and appurtenances is more ful on the attached plans and drawings. (Plans and drawings of proposed installation and a ances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drai Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court o Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Cour 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: Lichliter/Jameson & Associates, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/

James B. Snell
(Signature)

NAME & TITLE James B. Snell
Project Manager
(Please Print)

DATE: July 28, 1988
ADDRESS 11111 Brooklet Dr., #100
(Street/P.O. Box)
Houston, TX 77099-3596
City State
TELEPHONE NO: (713) 861-8100

18

0038

8950

01656

AS PER ORIGINAL

BELL SHAFT FOUNDATION CO.
6403 Osprey
HOUSTON, TX 77048

713-991-3033

TO FORT BEND COUNTY PURCHASING DEPT.

P. O. BOX 368

RICHMOND, TX. 77469

DATE April 27, 1989 JOB NO.

JOB NAME GAS EXTRACTION SYSTEM

JOB LOCATION FORT BEND LANDFILL

TERMS Permits 1048 & 1554

	DESCRIPTION	PRICE	AMOUNT	
	Completed in April as follows			
21	Gas Extraction Wells 85% complete	$1714.83	$36011	43
1	Well abandoned @ 21' Concrete	$40.00lf	$ 840	00
24	Gas Probes 90% complete	$877.50	$21060	00
	7000 ln. Feet SDR 21 Polyethylene Pipe	$1.00lf	$ 7000	00
	Total request		$64911	43
	Less 1St.. Pay 4-20-89		$13883	81
	Amount Due this month		$51027	62

ORIGINAL

Thank You

19. CONSIDER ACCEPTING INTERLOCAL AGREEMENT WITH CITY OF HOUSTON FOR ROAD & BRIDGE MAINTENANCE AND MOWING IN PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve interlocal agreement with City of Houston for road & bridge maintenance and mowing in Pct. 2. (Recorded in minutes in full)

20. CONSIDER APPROVAL OF PLAT FOR NEW TERRITORY INFORMATION CENTER, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve plat for New Territory Information Center, Pct. 4. Plat and Tax Receipts were presented to Commissioners Court. (Recorded in minutes in full)

21. CONSIDER APPROVAL OF REPLATS FOR SWEETWATER, SEC. 3A AND SWEETBRIAR, SEC. 1, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve replats for Sweetwater, Sec. 3A and Sweetbriar Sec. 1, Pct. 4. Replats were presented to Commissioners Court. (Recorded in minutes in full)

22. CONSIDER ACCEPTING ROADS IN KEEGANS WOOD, SEC. 2 & 3, INTO THE COUNTY ROAD MAINTENANCE SYSTEM, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the following roads in Keegans Wood, Sec. 2 & 3, into the county road maintenance system: (Recorded in minutes in full)

KEEGANS WOOD, SECTION TWO:

PLANTATION VALLEY DRIVE	547 LF
BERINGWOOD DRIVE	263 LF
DANFORTH WAY	631 LF
BONNERCREST DRIVE	429 LF
CRAVENRIDGE DRIVE	440 LF
CLIPPERWOOD PLACE	273 LF
ASHENTREE WAY	239 LF
TOTAL	2,822 LF

KEEGANS WOOD, SECTION THREE:

PLANTATION VALLEY DRIVE	1110 LF
WESTACRE PLACE	945 LF
SPINDLEWOOD DRIVE	998 LF
BRISTLEWOOD DRIVE	870 LF
NORFORD LANE	255 LF
LYNCHESTER DRIVE	405 LF
CRAVENRIDGE DRIVE	360 LF
BONNERCREST DRIVE	390 LF
TOTAL	5,333 LF

23. APPROVE SPECIFICATIONS FOR THE PURCHASE OF GASOLINES:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve specifications for the purchase of gasolines. (Recorded in minutes in full)

24. TAKE ACTION ON THE FOLLOWING BIDS: (1) BRIDGE MATERIALS (#89-054); (2) CULVERTS (#89-055); (3) CONSTRUCTION OF METAL BUILDING, PCT. 3 MAINTENANCE FACILITY, RICHMOND (#89-056):

THC/pas 63-88057-01 5/16/89

19 01653

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

This interlocal agreement is entered into between the County of Fort Bend, Court House, Richmond, Texas, hereinafter referred to as the "County", and the City of Houston, a municipal corporation principally situated in Harris County, Texas, P.O. Box 1562, Houston, Texas 77251 hereinafter called the "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 Director of Public Works and Engineering of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.

2. The letter from the Director of Public Works and Engineering 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 provided funding for payment of its obligations hereunder for payment for materials, subject to the limitations as hereinafter set out.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request, subject to the City's funding limitations as hereinafter set out.

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 the hold the County harmless, but only to the extent authorized by law, 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, but only to the extent authorized by law.

6. The City agrees to indemnify and hold the County harmless, but only to the extent authorized by law, 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 June 30, 1990, and must be renewed annually thereafter to continue in effect.

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.

10. The City's obligation for payment to the County is limited as follows:

(a) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated as the Original Allocation for payment of its obligations the sum of $10,000.00, provided, at the City's option, and in lieu of cash payments to the County, the City may deliver to the County road building materials up to the value of the

Original Allocation. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Contract. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed that additional funding may be provided as set out in subparagraph (b) hereof.

(b) A supplemental allocation may be made by the City by sending a notice to the County of such allocation, which notice must be signed by the Director and countersigned by the City Controller, and if the supplemental sum to be allocated is more than $5,000.00, approval thereof must be evidenced by council motion, resolution or ordinance, advising of the amount of the supplemental allocation.

11. (a) Any notice required, authorized or desired by the City to be given shall be given to the County by mailing such notice to Fort Bend County at the address set out in the opening paragraph hereof, which address shall be deemed to be the address of Fort Bend County until such time as it may notify the City of a different address, certified mail, return receipt requested, or such notice may be given by delivering written notice to an officer, agent or employee of Fort Bend County.

(b) Any notice required, authorized or desired by Fort Bend County to be given to the City, shall be given by mailing the same, certified mail, return receipt requested, to the City Secretary of the City of Houston at the address set out in the opening paragraph hereof, with a copy thereof, to be mailed or delivered to the Director of Public Works and Engineering of the City of Houston.

SIGNED this ____ day of _____, 198____.

ATTEST:

CITY OF HOUSTON, TEXAS

_____
City Secretary

_____
Mayor

COUNTERSIGNED:

DATE OF COUNTERSIGNATURE:

_____
City Controller

_____

APPROVED:

APPROVED AS TO FORM:

_____
Director, Public Works and Engineering

_____
Senior Assistant City Attorney

SIGNED this 22 day of May, 1989.

ATTEST:

Dianne Wilson
County Clerk

COUNTY OF FORT BEND

John E. Stavinoha
County Judge

THC/pas 63-88058-01 5/16/89

19

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT
AND THE CITY OF HOUSTON, TEXAS

This interlocal agreement is entered into between the Fort Bend County Drainage District, Court House, Richmond, Texas, hereinafter referred to as the "Drainage District", and the City of Houston, a municipal corporation principally situated in Harris County, Texas, P.O. Box 1562, Houston, Texas 77251 hereinafter called the "City".

WHEREAS, the City desires the Drainage District's assistance 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 Director of Public Works and Engineering of the City to the County Commissioner within whose precinct said drainage is located.

2. The letter from the Director of Public Works and Engineering of the City shall set forth the following:

a. Describe in detail the drainage the City desires the Drainage District's assistance on 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 provided funding for payment of its obligations hereunder for payment for materials, subject to the limitations as hereinafter set out.

d. That the City agrees to pay for any and all materials used by the Drainage District pertaining to the request, subject to the City's funding limitations as hereinafter set out.

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 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 drainage made the subject of such conditions.

5. The City agrees to indemnify and the hold the Drainage District harmless, but only to the extent authorized by law, 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 drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend

Drainage District is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend Drainage District will hold the City harmless and indemnify the City from all costs incurred, but only to the extent authorized by law.

6. The City agrees to indemnify and hold the Drainage District harmless, but only to the extent authorized by law, 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 June 30, 1990, and must be renewed annually thereafter to continue in effect.

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.

10. The City's obligation for payment to the Fort Bend County Drainage District is limited as follows:

(a) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated as the Original Allocation for payment of its obligations the sum of $10,000.00, provided,

at the City's option, and in lieu of cash payments to the Drainage District, the City may deliver to the Drainage District road building materials up to the value of the Original Allocation. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Contract. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed that additional funding may be provided as set out in subparagraph (b) hereof.

(b) A supplemental allocation may be made by the City by sending a notice to the Fort Bend County Drainage District of such allocation, which notice must be signed by the Director and countersigned by the City Controller, and if the supplemental sum to be allocated is more than $5,000.00, approval thereof must be evidenced by council motion, resolution or ordinance, advising of the amount of the supplemental allocation.

11. (a) Any notice required, authorized or desired by the City to be given shall be given to the Fort Bend County Drainage District by mailing such notice to Fort Bend County Drainage District at the address

set out in the opening paragraph hereof, which address shall be deemed to be the address of Fort Bend County Drainage District until such time as the it may notify the City of a different address, certified mail, return receipt requested, or such notice may be given by delivering written notice to an officer, agent or employee of Fort Bend County Drainage District.

(b) Any notice required, authorized or desired by the Fort Bend County Drainage District to be given to the City, shall be given by mailing the same, certified mail, return receipt requested, to the City Secretary of the City of Houston at the address set out in the opening paragraph hereof, with a copy thereof, to be mailed or delivered to the Director of Public Works and Engineering of the City of Houston.

SIGNED this ____ day of _____, 198____.

ATTEST: CITY OF HOUSTON, TEXAS

_____ _____

City Secretary Mayor

COUNTERSIGNED: DATE OF COUNTERSIGNATURE:

_____ _____

City Controller

THC978

APPROVED:

Director, Public Works
and Engineering

APPROVED AS TO FORM:

Senior Assistant City Attorney

SIGNED this 22 day of May, 1989.

ATTEST:

Dianne Wilson
County Clerk

COUNTY OF FORT BEND

Judge E. Stavinoha
County Judge

AS PER ORIGINAL

COUNTY OF FORT BEND

Engineering Department

01672

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

May 17, 1989

Commissioner Alton B. Pressley
Fort Bend County, Precinct 3
1809 Eldridge Road
Sugar Land, TX 77478

Re: Keegans Wood, Sections 2 & 3 Street Acceptance

Dear Commissioner Pressley:

Today at 11:00 a.m. Mr. Rick Greene, Mr. Dois Frederick and I met to walk through Keegan Wood, Sections 2 & 3; more specifically the deficient street items not previously repaired. At this meeting, it appeared that all traffic control and information signage were in place, exposed joints were sealed and concrete repairs completed.

Fort Bend County Engineering Department poses no objections to the acceptance of the streets into the County Maintenance System or the release of sureties.

Should you have questions or require additional information, please do not hesitate to contact me.

Sincerely,

Charles G. Crocker

Charles Glen Crocker
Assistant County Engineer

CGC/mk
cc: Ron Drachenberg
file

AS PER ORIGINAL 0038

01673

5-22-89 approved

Putney, Moffatt & Easley

CONSULTING ENGINEERS

April 11, 1989

Commissioner Alton B. Pressley
Fort Bend County, Precinct No. 3
1809 Eldridge
Sugarland, Texas 77478

RECEIVED APR 12 1989

Re: Keegans Wood, Section Two

Dear Commissioner Pressley:

On behalf of Mr. David Hinners of General Homes Corporation, we respectfully submit for your review and consideration the acceptance of the streets in the above referenced subdivision.

The linear feet of those streets located within Fort Bend County and within the above reference subdivision, are as follows:

Plantation Valley Drive	547 LF
Beringwood Drive	263 LF
Danforth Way	631 LF
Bonnercrest Drive	429 LF
Cravenridge Drive	440 LF
Clipperwood Place	273 LF
Ashentree Way	239 LF

If we may be of further assistance, please advise.

Very truly yours,

PUTNEY, MOFFATT & EASLEY

Michael A. Malcolm-Hicks

MAM-H:rl

cc: Mr. David Hinners @ General Homes Corp.

A SUBSIDIARY OF MOFFATT-EASLEY, INC.

1303 SHERWOOD FOREST HOUSTON, TEXAS 77043 (713) 932-6666

AS PER ORIGINAL 0738

Putney, Moffatt & Easley

CONSULTING ENGINEERS

01674

5-22-89 approved

April 11, 1989

RECEIVED APR 12 1989

Commissioner Alton B. Pressley
Fort Bend County, Precinct No. 3
1809 Eldridge
Sugarland, Texas 77478

Re: Keegans Wood, Section Three

Dear Commissioner Pressley:

On behalf of Mr. David Hinners of General Homes Corporation, we respectfully submit for your review and consideration the acceptance of the streets in the above referenced subdivision.

The linear feet of those streets located within Fort Bend County and within the above reference subdivision, are as follows:

Plantation Valley Drive	1110 LF
Westacre Place	945 LF
Spindlewood Drive	998 LF
Bristlewood Drive	870 LF
Norford Lane	255 LF
Lynchester Drive	405 LF
Cravenridge Drive	360 LF
Bonnercrest Drive	390 LF

If we may be of further assistance, please advise.

Very truly yours,

PUTNEY, MOFFATT & EASLEY

Michael A. Malcolm-Hicks

MAM-H:rl

cc: Mr. David Hinners @ General Homes Corp.

A SUBSIDIARY OF MOFFATT-EASLEY, INC.

1303 SHERWOOD FOREST HOUSTON, TEXAS 77043 (713) 932-6666

AS PER ORIGINAL 0938

COUNTY OF FORT BEND

01675

Engineering Department

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

P-L
5-22-89
app. ...

May 17, 1989

Commissioner Alton B. Pressley
Fort Bend County, Precinct 3
1809 Eldridge Road
Sugar Land, TX 77478

Re: Keegans Wood, Sections 2 & 3 Street Acceptance

Dear Commissioner Pressley:

Today at 11:00 a.m. Mr. Rick Greene, Mr. Dois Frederick and I met to walk through Keegan Wood, Sections 2 & 3; more specifically the deficient street items not previously repaired. At this meeting, it appeared that all traffic control and information signage were in place, exposed joints were sealed and concrete repairs completed.

Fort Bend County Engineering Department poses no objections to the acceptance of the streets into the County Maintenance System or the release of sureties.

Should you have questions or require additional information, please do not hesitate to contact me.

Sincerely,

Charles G. Crocker

Charles Glen Crocker
Assistant County Engineer

CGC/mk
cc: Ron Drachenberg
file

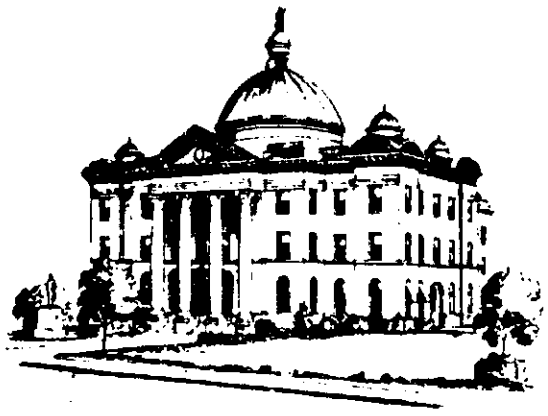
AS PER ORIGINAL

23

0038

01676

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

May 18, 1989

Each Member
Commissioners Cout
Fort Bend County, Texas

Gentlemen,

Attached for your approval are the specifications for the purchase of gasoline for Fort Bend County. We have added the following to those specifications:

Paragraph J.4:

"Vendor must have a minimum of ~~three (3)~~ 2 delivery vehicles which meet or exceed all applicable EPA and OSHA rules and standards".

Paragraph N:

"Bidders must submit with bid a list of no less than three references. References must state contact person's name and phone number at each location. References submitted must be of contracts past or present, of a similar or larger operation than Fort Bend County. Failure to submit references will result in the disqualification of bid. References will be a consideration in the evaluation of bid".

We will ask that the Commissioners Court approve these specification on Monday, May 22, 1989. If you have any question please call me at 341-8646.

Thank you,

Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

AS PER ORIGINAL

0038

01677

INVITATION FOR BIDS
CONTRACT FOR PURCHASE OF GASOLINES FOR FORT BEND COUNTY
(EXPIRES: 30 JUN 1991)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
6 - 12 - 89	89-060	5 - 29 - 89	1	7

Sealed bids subject to the Terms and Conditions of this Invitation For Bids for the purchase of gasolines for Fort Bend County, as described on the attached specifications, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, 507 Jackson St., Richmond, Texas 77469 until **1:30 P.M., MONDAY, JUNE 12, 1989** at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject any or all bids. Do not add sales tax in bid price, Fort Bend County is tax exempt. Submit bid on this form in its entirety. Insure that all pages of bid form are signed or initialed. Bids not submitted on this form will be disqualified. Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, **DO NOT TELEPHONE THE PURCHASING DEPARTMENT.** Add nothing to this bid, unsolicited attachments will be discarded.

LEGAL NAME OF CONTRACTING COMPANY

CONTACT PERSON'S TYPED NAME | TITLE | PHONE NUMBER

COMPLETE MAILING ADDRESS | CITY AND STATE | ZIP CODE

COMPLETE STREET ADDRESS | CITY AND STATE | ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE GASOLINE AND SERVICE WHICH I PROPOSE TO FURNISH WILL MEET OR EXCEED EVERY SPECIFICATION CONTAINED HEREIN. FURTHER I AGREE THAT IF MY BID IS ACCEPTED I SHALL PERFORM AS REQUIRED IN THIS INVITATION FOR BIDS. I AM AWARE THAT, ONCE ACCEPTED, MY BID BECOMES A BINDING CONTRACT.

SIGN HERE:

DATE

SIGNER'S TYPED NAME | TITLE | PHONE NUMBER

ACCEPTED:

COUNTY JUDGE, FORT BEND COUNTY, TEXAS | DATE

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
6 - 12 - 89	89-060	5 - 29 - 89	2	7

A. SCOPE:

It is the intent of Fort Bend County to purchase from one (1) vendor all **GASOLINES** for use by all Fort Bend County Facilities as well as the Fort Bend County Drainage District, as provided for in this invitation for bids.

B. PERIOD OF CONTRACT:

This contract is for 6 months, **1 July 1989 thru 31 December 1989.** Fort Bend County reserves the right to extend this contract, every six (6) months (24 months maximum), upon mutual agreement, under the same terms and conditions.

C. CONTRACT CANCELLATION:

Failure by the vendor to perform under this contract shall be cause for cancellation of the contract by Fort Bend County; fuel will then be purchased on the open market, charging back to the vendor the difference between market and contract price, subtracting such total from outstanding invoices or the performance bond. Fort Bend County further reserves the right to cancel this contract at any time with 30 days written notice; bidder is afforded the same right.

D. INSURANCE:

Bidder must submit with bid proof of liability insurance in the minimum amounts of $100,000/$300,000/$100,000 (SEE PAGE #7).

E. BID BOND:

A bid bond in the amount of $1,000.00 must accompany bid. Bid Bond to be in the form of a Cashier's Check payable to Fort Bend County. Successful bidder's bid bond will become a performance bond upon award of bid, and will be returned to successful bidder 15 days after expiration of contract. Unsuccessful bidder's checks will be returned, upon written request, 15 days after award of bid by the Fort Bend County Commissioners Court. Failure to submit Bid Bond will result in the disqualification of bid.

F. SUBCONTRACTING:

No part of this bid shall be subcontracted to another party furnishing fuel without the written approval of the County.

G. CONTACT PERSON:

For additional information contact Mr. Gilbert Jalomo, Assistant Purchasing Agent at 341-8640.

INITIALS OF BIDDER (IN INK):_____**DATE:**_____

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
6 - 12 - 89	89-060	5 - 29 - 89	3	7

H. VENDOR RESPONSIBILITIES:

Contractor to be responsible for insuring constant availability of fuel and the absence of excessive water at the various pumps throughout Fort Bend County.

1. Underground tank located at 307 Fort St., Richmond, Texas must be measured daily between the hours of 8:00 A.M. and 9:00 A.M. Vendor agrees to not contest cancellation of this contract if this requirement is not met on even a single occassion.

2. On a recurring basis, frequency to be determined by the vendor, he shall measure the fuel at each location.

3. If fuel is needed, vendor shall contact a County employee at that location for authorization to begin delivery. The County employee must provide to the vendor a Purchase Order number before delivery is made.

4. A single episode of the vendor permitting a tank to become empty at any location shall be cause for Fort Bend County to cancel the bid.

5. Vendor is to use water indicating paste (Testmaster or equal) on the measuring stick each time fuel is measured in each tank. Any indication of water must be reported to Purchasing Agent (713-341-8640) immediately. Minor amounts of water in the tank will not preclude delivery.

I. QUALITY CONTROL:

Fort Bend County reserves the right to catch samples and test fuels at time of delivery for specification compliance. Costs for tests shall be borne by the Contractor in the event product fails to comply. Samples may be taken from delivery truck at time of delivery in the presence of the driver or vendors representative. If an on-the-spot test indicates the fuel contains alcohol the delivery will not be accepted. Vendor remains responsible for insuring an uninterrupted supply of fuel to each location.

1. Fuel must contain no alcohol additives or extenders.

2. Fuels must meet all Colonial Pipeline Specifications.

3. Gasoline must contain an appropriate amount of "scrubber" additive TECHROLINE or equal.

4. Fuel must be "pulled" from a terminal operated by one of the following suppliers: CHEVRON, EXXON, MOBIL, PHILLIPS 66, SHELL, TEXACO.

INITIALS OF BIDDER (IN INK):_____**DATE:**_____

5. Octane ratings must meet or exceed the following: Premium Unleaded 92 octane; Regular Leaded 89 octane; Regular Unleaded 87 octane.

J. DELIVERY:

All delivered product shall be transferred only to County owned tanks as listed on the attachment. Delivery trucks shall be equipped with accurate measuring devices and quantities must be verifiable by County personnel upon completion of delivery. Contractor must be able to furnish certifications issued by the State of Texas which verify tank capacities on each truck. Deliveries shall be made on a measured gallon basis. Delivery ticket must reflect gallons delivered and temperature of fuel when delivered. Invoices must be adjusted to reflect a net gallon delivery corrected to 60 degrees Fahrenheit.

1. Vendor must have capability of one hour delivery in the event of an emergency.

2. The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent. Successful bidder shall not deliver products or services in excess of those authorized and under no circumstances will Fort Bend County be liable for products or services which exceed the amounts authorized by the Purchase Order.

3. All deliveries must be made and completed between 8:00 a.m. and 4:00 p.m., Monday thru Friday.

4. Vendor must have a minimum of ~~three (3)~~ 2 delivery vehicles which meet or exceed all applicable EPA and OSHA rules and standards (ENTER INFORMATION ON PAGE #7).

5. Fort Bend County reserves the right to add or delete delivery locations as needed.

K. PROJECTED REQUIREMENTS FOR 6 MONTH PERIOD:

The fuel usage quantities listed below are estimated for a 6 month period. Fort Bend County does not guarantee that these amounts will be purchased.

1. Regular Leaded Gasoline 22,500 gallons

2. Premium Unleaded Gasoline 227,500 gallons

L. PAYMENT BY FORT BEND COUNTY:

Fort Bend County guarantees payment within 30 days after receipt by County Auditor of a signed proof of delivery with price indicated.

INITIALS OF BIDDER (IN INK):_____**DATE:**_____

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
6 - 12 - 89	89-060	5 - 29 - 89	5	7

M. IRS REGISTRY:

Vendor must have been issued, and have in current status the IRS CERTIFICATE OF REGISTRY (Form 637). A copy of certificate must be submitted with bid, failure to do so will result in the disqualification of bid (SEE PAGE #7).

N. REFERENCES:

Bidders must submit with bid a list of no less than three references. References must state contact person's name and phone number at each location. References submitted must be of contracts past or present, of a similar or larger operation than Fort Bend County. Failure to submit references will result in the disqualification of bid. References will be a consideration in the evaluation of bid (ENTER INFORMATION ON PAGE #7).

O. BID PRICE:

Vendors shall bid a fixed price differential above or below the AVERAGE price posted for that particular fuel in the OIL PRICE INFORMATION SERVICE (OPIS) PAD3 REPORT for Houston, Texas. The AVERAGE price may vary from week to week; however, the price differential (+ or -) must remain constant for the duration of the contract. In arriving at the invoice price the vendor shall apply the differential to the AVERAGE price shown on the PAD3 REPORT received Monday of the week following the week during which delivery is made (NOTE: To avoid delay in payment please adhere to this provision to the letter). (ENTER INFORMATION ON PAGE #7).

INITIALS OF BIDDER (IN INK):_____**DATE:**_____

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
6 - 12 - 89	89-060	5 - 29 - 89	6	7

TANK CAPACITY BY GALLONS AT EACH LOCATION

DEPT/LOCATION	REGULAR LEADED	REGULAR UNLEADED	PREMIUM UNLEADED
Precinct #1 Commissioner 201 Payne Lane, Crabb, TX.			4,000
Precinct #2 Commissioner 9110 Long, Needville, TX.			1,000
Precinct #2 Commissioner 2725 FM 521, Fresno, TX.			500 300
Precinct #3 Commissioner 1809 Eldridge, Sugar Land, TX.			4,000
Precinct #3 Commissioner 19310 Canal Rd., Richmond, TX.			8,000
Precinct #4 Commissioner 8100 Hwy 359 South, Fulshear, TX.	1,000		1,000
Precinct #4 Commissioner 1980 Beltz, Sugar Land, TX.			500
Sheriff Department 1410 Ransom Rd., Richmond, TX.			4,000
Drainage District 6400 Homestead Rd., Rosenberg, TX.	1,000		1,000
Old Jail (REQUIRES VENDOR STICKING TANK DAILY) 307 S. Fort St., Richmond, Texas			1,000
Emergency Medical Service 4336 Hwy 36, Rosenberg, TX.			4,000
Sugar Creek Annex 1514 Parkway Blvd., Sugar Land, TX.			2,000 1,000

INITIALS OF BIDDER (IN INK):_____ DATE:_____

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
6 - 12 - 89	89-060	5 - 29 - 89	7	7

P. BIDDER COMPLETE THE FOLLOWING:

1. NAME OF COMPANY:_____.

2. PRICE BID (+ or -) OPIS PAD 3 AVERAGE PRICE FOR HOUSTON, TEXAS:

   REGULAR LEADED $_____

   REGULAR UNLEADED $_____

   PREMIUM UNLEADED $_____

3. Is proof of insurance attached? ☐ YES ☐ NO

4. Is $1,000.00 cashier's check attached? ☐ YES ☐ NO

5. From what terminal will the gasoline you propose to furnish Fort Bend County be "pulled" from?

   ☐ CHEVRON ☐ EXXON ☐ MOBIL ☐ PHILLIPS 66 ☐ SHELL ☐ TEXACO

6. Make, model, and license plate number of delivery vehicles which will actually contain product (see page #4).

   a. _____.

   b. _____.

   c. _____.

7. Is IRS Certificate of Registry (Form 637) attached? ☐ YES ☐ NO

8. REFERENCES: Company, contact person, phone number (see page #5).

   a. _____

   b. _____

   c. _____

INITIALS OF BIDDER (IN INK):_____DATE:_____

Take action on bridge materials:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to award to bid on bridge materials to all vendors based on price, availability & product meeting specs at time of order. (Recorded in minutes in full)

Take action on culverts:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to award bid on culverts to all vendors based on price, availability & product meeting specs at time of order. (Recorded in minutes in full)

Take action on construction of metal building, Pct. 3 maintenance facility, Richmond:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to DUROTECH, INC. for the construction of metal building in the amount of $43,195.00 for Pct.3 maintenance facility, Richmond. (Recorded in minutes in full)

25. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TO LAY CABLE ALONG SEVERAL ROAD CROSSINGS IN WILLOW FORK, SEC. 1, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from Southwestern Bell to lay cable along several road crossings in Willow Fork, Sec. 1, Pct. 3. (Recorded in minutes in full)

26. IN CLOSED SESSION TO DISCUSS LAND MATTERS (COUNTY MAINTENANCE FACILITY), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (F), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in Closed Session.

No action taken.

27. 11:00 A.M.- DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA POSTED):

See attached Drainage District Board minutes.

28. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) ROAD MATERIALS, EARTHEN (#89-057); (2) ROAD MATERIALS, CHEMICAL (#89-058); (3) ONE OR MORE NEW 15' FLEX WING CUTTER, SHREDDER (#89-059):

Open bids for road materials, earthen:

The following bids were presented to Commissioners Court for review.

A) AMERICAN MATERIALS, INC.
B) ANGLETON ASPHALT CORP.
C) AUSTIN WHITE LIME CO.
D) BASE MATERIALS, INC.
E) CAGLE CRUSHED CONCRETE
F) CHAMBCO, INC.
G) CRUSHED STONE BASE
H) DAMON QUARRY, INC.
I) SOUTHWESTERN TESTING SERVICE
J) TEXAS INDUSTRIES, INC.
K) TEXAS LUMBER & CONSTRUCTION
L) WHITE'S MINES
M) DRAVO BASIC MATERIALS CO.
N) JONES G. FINKE, INC.
O) KING CONSTRUCTION MATERIALS
P) LEBLANC'S CONCRETE & MORTER
Q) M & M GRAVEL SALES
R) MIKE ARNOLD TRUCKING & MATLS.
S) PRIHODA GRAVEL
T) SOUTHWEST ASPHALT MATERIALS
U) ZBRANEK BROS.

0038 24/1

01685
AS PER ORIGINAL

FORT BEND COUNTY

BRIDGE MATERIALS
BID #89-054

1 JULY 1989
THRU
30 JUNE 1990

AS PER ORIGINAL

0038

01685-A

COMPANY	CONTACT	PHONE NUMBER
Conroe Creosoting Company Conroe, TX	Charline Muller	(713) 443-0336
Kennedy Saw Mills, Inc. Shreveport, LA	S.E. Causey	(318) 222-8491

AS PER ORIGINAL

0038

01686

SOUTHERN YELLOW PINE BRIDGE PILING 8" TOP

MATERIAL DESCRIPTION	CONROE CREOSOTING CO. PRICE/FT. 12# CREO.	CONROE CREOSOTING CO. PRICE/FT. 20# CREO.	KENNEDY SAW MILLS, INC. PRICE/FT. 12# CREO.	KENNEDY SAW MILLS, INC. PRICE/FT. 20# CREO.
50 FT. PILING 12" BUTT	$3.85	$4.40	NO BID	NO BID
45 FT. PILING 12" BUTT	3.65	4.25	NO BID	NO BID
40 FT. PILING 12" BUTT	3.62	4.21	NO BID	NO BID
35 FT. PILING 12" BUTT	3.82	4.43	NO BID	NO BID
30 FT. PILING 12" BUTT	3.65	4.75	NO BID	NO BID
25 FT. PILING 12" BUTT	3.70	4.87	NO BID	NO BID
30 FT. PILING 8" TOP	2.93	3.54	NO BID	NO BID
25 FT. PILING 8" TOP	2.81	3.35	NO BID	NO BID
20 FT. PILING 8" TOP	2.77	3.25	NO BID	NO BID
18 FT. PILING 8" TOP	2.81	3.30	NO BID	NO BID
16 FT. PILING 8" TOP	2.48	2.89	NO BID	NO BID
14 FT. PILING 8" TOP	2.48	2.89	NO BID	NO BID
12 FT. PILING 8" TOP	2.48	2.89	NO BID	NO BID

AS PER ORIGINAL

NO. 2 OR BETTER SOUTHERN YELLOW PINE ROUGH BRIDGE TIMBER 12# CREOSOTE

MATERIAL DESCRIPTION	CONROE CREOSOTING CO. UNIT PRICE MBM	*KENNEDY SAW MILLS, INC. UNIT PRICE MBM
8" x 8" - 16 FT.	$570.00	*$617.00
8" X 10" - 16 FT.	590.00	*627.75
10" X 10" - 14 FT.	610.00	*627.75
10" X 10" - 24 FT.	685.00	*703.00
10" X 10" - 26 FT.	755.00	NO BID
10" X 10" - 28 FT.	755.00	NO BID
10" X 12" - 14 FT.	630.00	*654.50
10" X 12" - 16 FT.	630.00	*654.50
10" X 12" - 24 FT.	730.00	*729.75
10" X 12" - 26 FT.	800.00	NO BID
10" X 12" - 28 FT.	800.00	NO BID
12" X 12" - 16 FT.	630.00	*654.50
12" X 12" - 20 FT.	655.00	*684.50
12" X 12" - 24 FT.	730.00	*729.75
12" X 12" - 26 FT.	825.00	NO BID
12" X 12" - 28 FT.	825.00	NO BID
6" X 16" - 14 FT.	750.00	*746.00
6" X 16" - 16 FT.	750.00	*746.00
6" X 16" - 18 FT.	775.00	NO BID
6" X 18" - 18 FT.	800.00	*855.00

*KENNEDY SAW MILLS: Delivery within five (5) working days as required in bid specifications would be almost impossible unless they had 4-5 weeks prior notice. Minimum delivery would be in full truck loads of 9,000 board feet, and any less than full truck loads would incur an additional freight charge.

AS PER ORIGINAL

0038

01685

NO. 2 OR BETTER SOUTHERN YELLOW PINE S1S1E BRIDGE TIMBER 8# CREOSOTE

MATERIAL DESCRIPTION	CONROE CREOSOTING CO. UNIT PRICE MBM	*KENNEDY SAW MILLS, INC. UNIT PRICE MBM
4" X 12" - 14 FT.	$575.00	*$635.75
4" X 12" - 16 FT.	575.00	*635.75
4" X 12" - 18 FT.	600.00	*657.25
2" X 8" - 12 FT.	545.00	NO BID
2" X 8" - 16 FT.	580.00	NO BID
2" X 8" - 24 FT.	685.00	NO BID
3" X 8" - 12 FT.	540.00	*587.00
3" X 8" - 14 FT.	540.00	*587.00
3" X 8" - 16 FT.	550.00	*587.00
3" X 8" - 20 FT.	610.00	*619.25
3" X 8" - 24 FT.	660.00	*662.25
3" X 8" - 26 FT.	705.00	NO BID
3" X 8" - 28 FT.	705.00	NO BID

*KENNEDY SAW MILLS: Delivery within five (5) working days as required in bid specifications would be almost impossible unless they had 4-5 weeks prior notice. Minimum delivery would be in full truck loads of 9,000 board feet, and any less than full truck loads would incur an additional freight charge.

AS PER ORIGINAL

0038

NO. 1 DENSE SOUTHERN YELLOW PINE S1S1E BRIDGE TIMBER 8# CREOSOTE

MATERIAL DESCRIPTION	CONROE CREOSOTING CO. UNIT PRICE MBM	*KENNEDY SAW MILLS, INC. UNIT PRICE MBM
4" X 12" - 14 FT.	$620.00	*$678.75
4" X 12" - 16 FT.	620.00	*678.75
4" X 12" - 18 FT.	645.00	*700.25
3" X 12" - 14 FT.	620.00	*671.25
3" X 12" - 16 FT.	620.00	*671.25
3" X 12" - 18 FT.	645.00	*692.75

01689

*KENNEDY SAW MILLS: Delivery within five (5) working days as required in bid specifications would be almost impossible unless they had 4-5 weeks prior notice. Minimum delivery would be in full truck loads of 9,000 board feet, and any less than full truck loads would incur an additional freight charge.

AS PER ORIGINAL

0038

PENTA TREATED MATERIALS - NO.2 OR BETTER SRS SOUTHERN YELLOW PINE 8# PENTA

01690

MATERIAL DESCRIPTION	CONROE CREOSOTING CO. UNIT PRICE/100 BD	KENNEDY SAW MILLS, INC. UNIT PRICE/100 BD
4" X 4" - 12 FT.	$670.00	NO BID
2" X 6" - 16 FT.	595.00	NO BID
2" X 6" - 12 FT.	570.00	NO BID
2" X 6" - 20 FT.	635.00	NO BID
2" X 4" - 12 FT.	585.00	NO BID
2" X 4" - 16 FT.	615.00	NO BID
2" X 4" - 18 FT.	615.00	NO BID
2" X 4" - 20 FT.	640.00	NO BID
6 1/2 FT. POSTS - 3 1/2" - 4" TOP	2.48/EA.	NO BID
8 FT. POSTS - 6" TOP	8.59/EA.	NO BID
8 FT. POSTS - 7" TOP	13.72/EA.	NO BID
8 FT. POSTS - 8" TOP	16.68/EA.	NO BID

24/2

0038

01631

AS PER ORIGINAL

FORT BEND COUNTY

CULVERTS
BID #89-055

1 JULY 1989
THRU
30 JUNE 1990

AS PER ORIGINAL

00381
01692

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0038
01693

COMPANY NAME	CONTACT PERSON	TELEPHONE NUMBER
CALDWELL CULVERT COMPANY	MARK CUMBERLAND	(512) 250-5515
CONTECH CONSTRUCTION PRODUCTS, INC.	BRAD J. HUNEMULLER	(713) 973-9908
GIFFORD-HILL & COMPANY, INC.	TOM ROBERTSON	(713) 466-6306
HASARA CULVERT & CONSTRACTING, INC.	JAMES HASARA	(409) 856-5924
HYDRO CONDUIT CORPORATION	FLOYD CRUME	(713) 448-6381
METAL CULVERTS, INC.	CHRIS DUNEGAN	(800) 669-2332
PARKER BROTHERS & CO., INC.	GEORGE L. PARKER	(713) 928-8329
STABILIZED MATERIALS COMPANY	DANNY TRAYLOR	(713) 342-7094
SOUTH HOUSTON CONCRETE PIPE CO., INC.	KENNETH GUENTHER	(713) 946-2831
TEXAS CORRUGATORS - SOUTH TEXAS REGION, INC.	DALE SCHUCHART	(512) 653-1600
WYATT METAL DRAINAGE PRODUCTS, INC.	DON WALLACE	(713) 391-6444

VENDOR NAME AND PHONE NUMBER: CALDWELL CULVERT COMPANY (512) 250-5515

AS PER ORIGINAL

0038
01694

1. 2-2/3 INCH BY 1/2 INCH CORRUGATION FULL CIRCLE PIPE, PLAIN:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
12"	4.43	5.27	X	X	X
15"	5.32	6.59	X	X	X
18"	6.43	7.91	X	X	X
24"	8.42	10.55	14.51	X	X
30"	10.64	13.19	18.02	X	X
36"	12.86	15.83	21.53	X	X
42"	15.07	18.46	25.05	X	X
48"	16.85	21.10	28.57	X	X
54"	X	23.73	32.09	X	X
60"	X	X	35.60	44.81	X
66"	X	X	39.11	49.16	59.60
72"	X	X	43.07	53.51	64.82
78"	X	X	X	57.86	70.04
84"	X	X	X	62.64	75.26

2. 2-2/3 INCH BY 1/2 INCH CORRUGATION FULL CIRCLE PIPE, COATED:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
12"	5.29	6.13	X	X	X
15"	6.17	7.45	X	X	X
18"	7.57	9.05	X	X	X
24"	10.13	12.26	16.22	X	X
30"	12.63	15.18	20.02	X	X
36"	15.14	18.11	23.81	X	X
42"	17.63	21.02	27.62	X	X
48"	19.70	23.95	31.42	X	X
54"	X	27.15	35.51	X	X
60"	X	X	39.31	48.51	X
66"	X	X	43.39	53.43	63.87
72"	X	X	47.63	58.07	69.38
78"	X	X	X	62.70	74.88
84"	X	X	X	67.77	80.39

VENDOR NAME AND PHONE NUMBER: CONTECH CONSTRUCTION PRODUCTS (713) 973-9908

AS PER ORIGINAL

1. 2-2/3 INCH BY 1/2 INCH CORRUGATION FULL CIRCLE PIPE, PLAIN:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
12"	-	-	-	-	-
15"	-	-	-	-	-
18"	$ 5.93	$ 7.43	-	-	-
24"	$ 7.87	$ 10.11	$ 13.57	-	-
30"	$ 9.88	$ 12.67	$ 16.97	-	-
36"	$ 11.89	$ 15.19	$ 20.37	-	-
42"	$ 13.89	$ 17.69	$ 23.78	-	-
48"	$ 16.35	$ 20.26	$ 27.19	-	-
54"	-	$ 22.83	$ 30.59	$ 36.73	-
60"	-	-	$ 33.99	$ 41.80	-
66"	-	-	$ 37.39	$ 44.88	-
72"	-	-	$ 40.80	$ 48.95	-
78"	-	-	-	$ 53.09	-
84"	-	-	-	$ 57.16	-

Note: Coupling bands are priced as two (2) feet of pipe for the same diameter of pipe respectively.

2. 2-2/3 INCH BY 1/2 INCH CORRUGATION FULL CIRCLE PIPE, COATED:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
12"	$ -	-	-	-	-
15"	-	-	-	-	-
18"	$ 7.39	$ 9.27	-	-	-
24"	$ 9.82	$ 12.62	$ 16.95	-	-
30"	$ 12.34	$ 15.83	$ 21.20	-	-
36"	$ 14.85	$ 18.97	$ 25.45	-	-
42"	$ 17.37	$ 22.09	$ 29.71	-	-
48"	$ 20.42	$ 25.32	$ 33.96	-	-
54"	-	$ 28.52	$ 38.21	$ 45.89	-
60"	-	-	$ 42.48	$ 53.98	-
66"	-	-	$ 46.72	$ 56.07	-
72"	-	-	$ 50.98	$ 61.17	-
78"	-	-	-	$ 66.32	-
84"	-	-	-	$ 71.41	-

Note: Coupling bands are priced as two (2) feet of pipe for the same diameter of pipe respectively.

VENDOR NAME AND PHONE NUMBER: METAL CULVERTS, INC. (800) 669-2332

AS PER ORIGINAL 0038 01696

1. 2-2/3 INCH BY 1/2 INCH CORRUGATION FULL CIRCLE PIPE, PLAIN:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
12"	$ 4.59LF	$ 5.48LF			
15"	5.32LF	6.37LF			
18"	6.16LF	7.53LF	11.25LF		
24"	7.95LF	9.77LF	12.95LF		
30"	9.78LF	11.90LF	15.77LF	19.83LF	
36"	12.81LF	15.25LF	19.72LF	24.35LF	
42"	14.72LF	17.55LF	22.76LF	28.26LF	
48"		19.82LF	25.71LF	32.22LF	
54"		25.58LF	32.54LF	40.01LF	
60"			35.40LF	43.84LF	
66"				47.96LF	
72"				52.21LF	
78"					
84"					

** NOTE: ABOVE QUOTED MATERIAL IS ANNULAR RIVETED GALVANIZED CORRUGATED METAL PIPE.

2. 2-2/3 INCH BY 1/2 INCH CORRUGATION FULL CIRCLE PIPE, COATED:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
12"	$ 5.47LF	6.37LF			
15"	6.43LF	7.47LF			
18"	7.47LF	8.82LF	13.35LF		
24"	9.67LF	11.48LF	14.80LF		
30"	11.89LF	14.01LF	18.05LF	22.30LF	
36"	15.38LF	17.83LF	22.48LF	27.33LF	
42"	17.68LF	20.55LF	25.98LF	31.72LF	
48"		23.21LF	29.38LF	36.17LF	
54"		29.48LF	36.76LF	44.55LF	
60"			40.07LF	48.88LF	
66"				53.48LF	
72"				58.23LF	
78"					
84"					

** NOTE: ABOVE QUOTED MATERIAL IS ANNULAR RIVETED GALVANIZED CORRUGATED METAL PIPE BITUMINOUS COATED.

VENDOR NAME AND PHONE NUMBER: TEXAS CORRUGATORS (512) 653-1600

AS PER ORIGINAL 016997 0038

1. 2-2/3 INCH BY 1/2 INCH CORRUGATION FULL CIRCLE PIPE, PLAIN:

HELICAL CMP

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
12"	$ 4.52	5.62	N/A	N/A	N/A
15"	5.75	6.90	N/A	N/A	N/A
18"	6.75	8.22	11.47	N/A	N/A
24"	8.71	10.87	15.23	N/A	N/A
30"	11.11	13.71	19.15	N/A	N/A
36"	13.28	16.20	22.66	28.83	N/A
42"	15.55	18.87	26.34	34.20	N/A
48"	N/A	21.53	30.44	38.56	N/A
54"	N/A	24.44	34.17	43.77	N/A
60"	N/A	N/A	37.76	48.63	N/A
66"	N/A	N/A	N/A	53.44	N/A
72"	N/A	N/A	N/A	58.23	N/A
78"	N/A	N/A	N/A	N/A	N/A
84"	N/A	N/A	N/A	N/A	N/A

2. 2-2/3 INCH BY 1/2 INCH CORRUGATION FULL CIRCLE PIPE, COATED:

HELICAL CMP

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
12"	$ 5.41	6.46	N/A	N/A	N/A
15"	7.02	8.17	N/A	N/A	N/A
18"	8.43	9.91	13.13	N/A	N/A
24"	11.10	12.98	17.27	N/A	N/A
30"	13.66	16.02	21.77	N/A	N/A
36"	16.28	19.38	25.62	31.95	N/A
42"	19.12	22.11	29.63	37.30	N/A
48"	N/A	25.17	34.34	42.54	N/A
54"	N/A	28.22	37.86	47.74	N/A
60"	N/A	N/A	41.87	52.64	N/A
66"	N/A	N/A	N/A	58.81	N/A
72"	N/A	N/A	N/A	65.26	N/A
78"	N/A	N/A	N/A	N/A	N/A
84"	N/A	N/A	N/A	N/A	N/A

VENDOR NAME AND PHONE NUMBER: WYATT METAL DRAINAGE PRODUCTS (713) 391-6444

AS PER ORIGINAL 0038 01698

1. 2-2/3 INCH BY 1/2 INCH CORRUGATION FULL CIRCLE PIPE, PLAIN:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
12"	5.24	6.52	8.79		
15"	6.12	7.55	10.18		
18"	6.57	8.12	10.93		
24"	8.77	10.85	14.77		
30"	11.02	13.57	18.37	24.99	
36"	13.15	16.22	21.76	28.53	40.79
42"	15.55	18.83	25.99	33.17	46.78
48"	17.68	21.62	29.17	38.05	52.18
54"		25.30	34.17	43.20	53.58
60"		28.50	36.73	47.68	58.61
66"			40.89	52.66	65.29
72"			44.18	57.61	71.45
78"			52.73	64.29	82.98
84"				69.32	89.80

2. 2-2/3 INCH BY 1/2 INCH CORRUGATION FULL CIRCLE PIPE, COATED:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
12"	6.44	7.68	9.95		
15"	7.44	8.87	11.50		
18"	8.64	10.32	13.38		
24"	11.48	13.62	17.54		
30"	14.42	16.96	21.84	28.46	
36"	17.22	20.27	25.90	32.67	44.93
42"	20.30	23.55	30.82	38.15	51.70
48"	23.20	27.00	34.48	43.70	57.80
54"		31.50	40.35	49.60	59.90
60"		34.90	43.60	54.70	65.60
66"			48.70	61.07	73.20
72"			52.13	65.98	79.87
78"			60.98	72.50	91.07
84"				77.84	98.71

VENDOR NAME AND PHONE NUMBER: CALDWELL CULVERT COMPANY (512) 250-5515

AS PER ORIGINAL 01699 0038

3. STEEL PIPE ARCH 2-2/3 INCH BY 1/2 INCH CORRUGATION H-20 LOADING, PLAIN:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
15"	5.97	7.25	X	X
18"	7.12	8.60	X	X
24"	9.23	11.36	15.32	18.65
30"	11.51	14.06	18.89	23.49
36"	X	16.91	22.61	28.05
42"	X	19.64	26.23	32.50
48"	X	X	29.86	36.96
54"	X	X	33.56	41.49
60"	X	X	37.27	46.47

4. STEEL PIPE ARCH 2-2/3 INCH BY 1/2 INCH CORRUGATION H-20 LOADING, COATED:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
15"	6.83	8.10	X	X
18"	8.26	9.74	X	X
24"	10.94	13.07	17.03	20.36
30"	13.50	16.05	20.89	25.49
36"	X	19.19	24.89	30.33
42"	X	22.20	28.79	35.06
48"	X	X	32.71	39.81
54"	X	X	36.98	44.9[illegible]
60"	X	X	40.97	50.1[illegible]

VENDOR NAME AND PHONE NUMBER: CONTECH CONSTRUCTION PRODUCTS (713) 973-9908

AS PER ORIGINAL 0038 01700

3. STEEL PIPE ARCH 2-2/3 INCH BY 1/2 INCH CORRUGATION H-20 LOADING, PLAIN:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
15"	$ 5.13	$ 6.30	-	-
18"	$ 6.19	$ 7.82	-	-
24"	$ 8.31	$ 10.59	$ 14.24	-
30"	$ 10.37	$ 13.27	$ 17.79	-
36"	-	$ 15.96	$ 21.36	-
42"	-	$ 18.58	$ 24.94	-
48"	-	-	$ 28.51	-
54"	-	-	$ 32.08	$ 38.55
60"	-	-	$ 34.21	$ 42.82

4. STEEL PIPE ARCH 2-2/3 INCH BY 1/2 INCH CORRUGATION H-20 LOADING, COATED:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
15"	$ 6.41	$ 7.87	$ -	-
18"	$ 7.73	$ 9.76	-	-
24"	$ 10.39	$ 13.25	$ 17.79	$ -
30"	$ 12.97	$ 16.59	$ 22.25	$ -
36"	-	$ 19.95	$ 26.71	-
42"	-	$ 23.21	$ 31.18	-
48"	-	-	$ 35.62	-
54"	-	-	$ 40.10	$ 48.18
60"	-	-	-	$ 53.53

NOTE: Coupling bands are priced as two (2) feet of pipe for the same diameter of pip respectively.

VENDOR NAME AND PHONE NUMBER: METAL CULVERTS, INC. (800) 669-2332

0038

017001

AS PER ORIGINAL

3. STEEL PIPE ARCH 2-2/3 INCH BY 1/2 INCH CORRUGATION H-20 LOADING, PLAIN:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
15"	$ 5.68LF	6.75LF		
18"	6.55LF	7.90LF	10.33LF	
24"	8.38LF	10.20LF	13.38LF	
30"	10.23LF	12.38LF	16.21LF	
36"	13.36LF	15.84LF	20.30LF	
42"		18.18LF	23.42LF	
48"			26.42LF	
54"			33.34LF	40.83LF
60"			36.30LF	44.7[illegible]LF

4. STEEL PIPE ARCH 2-2/3 INCH BY 1/2 INCH CORRUGATION H-20 LOADING, COATED:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
15"	$ 6.78LF	7.85LF		
18"	7.85LF	9.22LF	11.75LF	
24"	10.10LF	11.92LF	15.25LF	
30"	12.38LF	14.50LF	18.54LF	
36"		18.42LF	23.08LF	
42"		21.20LF	26.63LF	
48"			30.11LF	
54"			37.56LF	45.37LF
60"			41.08LF	49.52LF

** NOTE: ABOVE QUOTED MATERIAL IS ANNULAR RIVETED GALVANIZED CORRUGATED METAL PIPE.

VENDOR NAME AND PHONE NUMBER: TEXAS CORRUGATORS (512) 653-1600

0038
01702

AS PER ORIGINAL

3. STEEL PIPE ARCH 2-2/3 INCH BY 1/2 INCH CORRUGATION H-20 LOADING, PLAIN:

HELICAL CMP

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
15"	$ 6.07	7.33	N/A	N/A
18"	7.18	8.63	11.93	N/A
24"	9.51	11.45	15.79	N/A
30"	11.67	14.09	19.56	N/A
36"	N/A	16.87	23.36	29.75
42"	N/A	19.62	27.13	34.59
48"	N/A	N/A	30.93	38.39
54"	N/A	N/A	34.76	44.26
60"	N/A	N/A	N/A	49.11

4. STEEL PIPE ARCH 2-2/3 INCH BY 1/2 INCH CORRUGATION H-20 LOADING, COATED:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
15"	$ 7.34	8.54	N/A	N/A
18"	8.86	10.30	13.61	N/A
24"	11.55	13.56	17.94	N/A
30"	14.28	16.69	22.09	N/A
36"	N/A	19.84	26.36	32.85
42"	N/A	22.99	30.56	38.11
48"	N/A	N/A	34.79	43.39
54"	N/A	N/A	38.99	48.68
60"	N/A	N/A	N/A	53.97

VENDOR NAME AND PHONE NUMBER: WYATT METAL DRAINAGE PRODUCTS (713) 391-6444

AS PER ORIGINAL 0038

01703

3. STEEL PIPE ARCH 2-2/3 INCH BY 1/2 INCH CORRUGATION H-20 LOADING, PLAIN:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
15"	6.72	8.30	10.93	
18"	7.32	8.87	11.68	
24"	9.52	11.60	15.52	
30"	11.77	14.32	19.12	25.74
36"	14.15	17.22	22.77	29.53
42"		19.83	26.99	34.17
48"		22.62	30.17	39.05
54"			35.67	44.70
60"			38.23	49.18

4. STEEL PIPE ARCH 2-2/3 INCH BY 1/2 INCH CORRUGATION H-20 LOADING, COATED:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
15"	8.19	9.62	12.25	
18"	9.39	11.07	14.13	
24"	12.23	14.37	18.29	
30"	15.17	17.71	22.59	
36"	18.22	21.27	26.90	33.67
42"		24.55	31.82	39.15
48"		28.00	35.48	44.70
54"			41.58	51.10
60"			45.10	56.20

VENDOR NAME AND PHONE NUMBER: CALDWELL CULVERT COMPANY (512) 250-5515

0038
01704

AS PER ORIGINAL

5. 3 INCH BY 1 INCH CORRUGATION FULL CIRCLE PIPE, PLAIN:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
36"	15.35	18.76	25.62	X	X
42"	18.14	21.50	29.74	X	X
48"	20.46	24.71	33.86	43.11	X
54"	23.25	27.91	37.97	48.10	X
60"	25.58	30.65	42.09	53.54	X
66"	27.90	33.86	46.21	58.54	X
72"	30.69	37.06	50.33	63.53	X
78"	33.02	39.80	54.44	68.97	X
84"	35.81	43.01	58.56	74.42	X
90"	X	45.75	62.68	79.41	X
96"	X	48.95	67.25	85.31	103.46
102"	X	52.16	70.91	89.94	109.36
108"	X	54.90	75.49	95.75	116.16
114"	X	58.10	79.61	100.73	122.97

6. 3 INCH BY 1 INCH CORRUGATION FULL CIRCLE PIPE, COATED:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
36"	18.48	21.89	28.76	X	
42"	21.84	25.21	33.44	X	X
48"	24.45	28.70	37.85	47.10	X
54"	27.81	32.47	42.53	52.66	X
60"	30.71	35.78	47.22	55.67	X
66"	33.32	39.27	51.62	63.95	X
72"	36.68	43.04	56.31	69.51	X
78"	39.29	46.07	60.71	75.24	X
84"	42.65	49.85	65.40	81.26	X
90"	X	52.88	69.80	86.54	X
96"	X	56.65	74.95	93.00	111.15
102"	X	60.42	79.18	98.11	117.62
108"	X	63.45	84.04	104.30	124.71
114"	X	67.79	89.30	110.42	132.66

VENDOR NAME AND PHONE NUMBER: CONTECH CONSTRUCTION PRODUCTS (713) 973-9908

AS PER ORIGINAL 0038 01705

* 5. 3 INCH BY 1 INCH CORRUGATION FULL CIRCLE PIPE, PLAIN:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
36"	-	-	-	-	-
42"	-	-	-	-	-
48"	$ 32.58	-	-	-	-
54"	$ 36.55	$ 43.52	-	-	-
60"	$ 40.52	$ 48.26	$ 62.83	-	-
66"	$ 44.48	$ 52.98	$ 68.98	-	-
72"	$ 49.35	$ 58.61	$ 76.03	$ 93.25	-
78"	$ 53.39	$ 63.42	$ 82.26	$100.88	-
84"	$ 57.59	$ 68.38	$ 88.63	$108.70	-
90"	$ 61.48	$ 73.03	$ 94.71	$116.19	-
96"	$ 65.52	$ 77.82	$ 100.95	$ 123.81	-
102"	$ 69.59	$ 82.64	$ 107.18	$ 131.49	-
108"	$ 73.60	$ 87.43	$ 113.41	$ 139.10	-
114"	$ 77.65	$ 92.23	$ 119.64	$ 146.75	-

* 6. 3 INCH BY 1 INCH CORRUGATION FULL CIRCLE PIPE, COATED:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
36"	--	-	-	-	---
42"	-	-	-	-	-
48"	$ 39.08	-	-	-	-
54"	$ 43.84	$ 50.86	-	-	-
60"	$ 48.64	$ 56.38	$ 70.94	-	-
66"	$ 53.38	$ 61.90	$ 77.89	-	-
72"	$ 59.05	$ 68.33	$ 85.76	$ 102.99	-
78"	$ 63.93	$ 73.96	$ 92.80	$ 111.42	-
84"	$ 68.93	$ 82.23	$ 99.98	$ 120.05	-
90"	$ 73.63	$ 85.17	$ 106.87	$ 128.34	-
96"	$ 78.47	$ 90.77	$ 113.89	$ 136.77	-
102"	$ 83.34	$ 96.39	$ 120.54	$ 145.25	-
108"	$ 88.17	$101.99	$ 127.98	$ 153.67	-
114"	$ 93.00	$107.58	$ 135.00	$ 162.12	-

* Contech's quote (above prices) are based on 5" x 1" / The Texas Highway Department approves 3" x 1" and 5" x 1" as equivalents.

Note: Coupling bands are priced as two (2) feet of pipe for the same diameter of pipe respectively.

VENDOR NAME AND PHONE NUMBER: METAL CULVERTS, INC. (800) 669-2332

AS PER ORIGINAL 0038 017008

5. 3 INCH BY 1 INCH CORRUGATION FULL CIRCLE PIPE, PLAIN:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
36"	$14.85LF	17.77LF	24.07LF		
42"	16.80LF	20.14LF	27.34LF		
48"	19.05LF	22.85LF	31.04LF	38.36LF	
54"	24.61LF	29.11LF	38.76LF	47.18LF	
60"	26.72LF	31.64LF	42.73LF	51.78LF	
66"	29.05LF	34.50LF	46.38LF	56.91LF	
72"	31.40LF	37.42LF	50.89LF	62.17LF	
78"	35.39LF	42.32LF	57.42LF	71.19LF	
84"	41.72LF	50.37LF	68.48LF	84.88LF	
90"	44.62LF	54.00LF	73.45LF	91.10LF	
96"	47.70LF	57.75LF	78.50LF	97.50LF	
102"	53.50LF	64.75LF	87.60LF	107.46LF	
108"		68.62LF	93.05LF	114.06LF	
114"		71.52LF	96.74LF	119.67LF	

6. 3 INCH BY 1 INCH CORRUGATION FULL CIRCLE PIPE, COATED:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
36"	$17.72LF	20.72LF	27.20LF		
42"	20.14LF	23.56LF	31.00LF		
48"	22.82LF	26.75LF	35.18LF	42.68LF	
54"	28.94LF	33.52LF	43.55LF	52.15LF	
60"	31.50LF	36.55LF	47.58LF	57.32LF	
66"	34.29LF	39.90LF	52.18LF	62.99LF	
72"	37.11LF	43.31LF	56.81LF	68.80LF	
78"	41.90LF	49.02LF	64.62LF	78.75LF	
84"	49.32LF	58.28LF	76.92LF	93.75LF	
90"	52.80LF	62.48LF	82.56LF	100.55LF	
96"	56.40LF	66.78LF	88.20LF	107.60LF	
102"	62.82LF	74.43LF	97.97LF	118.30LF	
108"		78.84LF	104.00LF	125.55LF	
114"		82.32LF	108.32LF	131.75LF	

VENDOR NAME AND PHONE NUMBER: TEXAS CORRUGATORS (512) 653-1600

AS PER ORIGINAL 017087 0038

5. 3 INCH BY 1 INCH CORRUGATION FULL CIRCLE PIPE, PLAIN: HELICAL CMP

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
36"	$ 16.53	N/A	N/A	N/A	N/A
42"	19.21	N/A	N/A	N/A	N/A
48"	21.84	26.55	N/A	N/A	N/A
54"	24.46	29.51	N/A	N/A	N/A
60"	27.44	33.07	43.78	N/A	N/A
66"	31.48	37.46	50.92	N/A	N/A
72"	34.36	41.21	56.11	71.41	N/A
78"	38.54	45.43	60.71	77.26	N/A
84"	N/A	49.58	66.12	85.20	N/A
90"	N/A	53.26	70.78	91.19	N/A
96"	N/A	58.40	77.30	97.20	N/A
102"	N/A	62.70	81.10	103.21	N/A
108"	N/A	N/A	87.94	111.94	N/A
114"	N/A	N/A	92.75	118.05	N/A

6. 3 INCH BY 1 INCH CORRUGATION FULL CIRCLE PIPE, COATED: HELICAL CMP

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
36"	$ 20.06	N/A	N/A	N/A	N/A
42"	23.32	N/A	N/A	N/A	N/A
48"	26.53	31.20	N/A	N/A	N/A
54"	30.10	34.97	N/A	N/A	N/A
60"	33.99	41.68	49.58	N/A	N/A
66"	38.67	44.75	57.56	N/A	N/A
72"	43.67	49.88	63.44	77.18	N/A
78"	49.26	54.65	70.34	84.75	N/A
84"	N/A	59.53	76.65	90.96	N/A
90"	N/A	63.73	82.63	97.80	N/A
96"	N/A	68.77	87.44	106.36	N/A
102"	N/A	73.03	92.87	114.37	N/A
108"	N/A	N/A	98.28	121.02	N/A
114"	N/A	N/A	103.63	129.22	N/A

VENDOR NAME AND PHONE NUMBER: WYATT METAL DRAINAGE PRODUCTS (713) 391-6444

AS PER ORIGINAL 0038 01708

5. 3 INCH BY 1 INCH CORRUGATION FULL CIRCLE PIPE, PLAIN:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
36"	16.49	20.26			
42"	19.74	24.25			
48"	22.00	27.02	36.35		
54"	25.10	30.83	41.47	54.00	
60"	27.03	33.25	44.74	58.25	72.33
66"	30.46	37.41	50.33	65.54	81.37
72"	32.72	40.18	54.06	70.39	87.40
78"	44.60	52.92	70.10	88.41	106.99
84"	47.72	56.67	75.18	94.88	114.50
90"	51.07	60.73	80.66	101.51	123.17
96"	54.64	64.94	86.20	108.98	146.64
102"	61.30	72.83	96.18	120.11	154.02
108"		86.85	109.19	127.50	160.79
114"		88.48	113.54	133.73	167.59

6. 3 INCH BY 1 INCH CORRUGATION FULL CIRCLE PIPE, COATED:

PIPE DIAMETER	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.	$/FT. 8 GA.
36"	20.59	24.07			
42"	24.84	29.07			
48"	27.42	32.06	41.79		
54"	31.63	37.01	47.58	58.54	
60"	33.88	39.58	51.55	63.38	76.79
66"	38.46	44.99	57.81	71.12	86.23
72"	41.46	48.48	62.25	76.54	92.74
78"	53.27	61.85	79.67	86.68	118.92
84"	57.03	66.27	85.46	103.44	127.68
90"	61.05	71.02	91.68	110.97	137.01
96"	65.22	75.94	97.90	118.76	152.61
102"	72.66	89.65	108.81	130.54	168.91
108"		95.90	123.22	147.76	177.96
114"		99.82	128.31	155.07	185.64

VENDOR NAME AND PHONE NUMBER: CALDWELL CULVERT COMPANY (512) 250-5515

AS PER ORIGINAL 01709 0038

7. STEEL PIPE ARCH 3 INCH BY 1 INCH CORRUGATION H-20 LOADING, PLAIN:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
48"	21.75	26.00	35.15	X
54"	24.72	29.38	39.44	X
60"	27.24	32.32	43.76	55.21
66"	29.81	35.77	48.12	60.45
72"	X	39.31	52.58	65.78
78"	X	42.43	57.07	71.60
84"	X	46.19	61.75	77.60
90"	X	49.50	66.43	83.16
96"	X	53.27	71.57	89.62
102"	X	57.03	75.79	94.72
108"	X	60.53	81.11	101.37
114"	X	64.48	85.98	107.11
120"	X	X	91.22	113.68

8. STEEL PIPE ARCH 3 INCH BY 1 INCH CORRUGATION H-20 LOADING, COATED:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
48"	25.74	29.99	39.14	X
54"	29.28	33.94	44.00	X
60"	32.37	37.45	48.89	60.34
66"	35.23	41.18	53.54	65.87
72"	X	45.29	58.56	71.76
78"	X	48.70	63.34	77.87
84"	X	53.03	68.59	84.44
90"	X	56.63	73.55	90.29
96"	X	60.96	79.26	97.31
102"	X	65.30	84.05	102.98
108"	X	69.08	89.66	109.92
114"	X	74.17	95.67	116.80
120"	X	X	101.48	123.94

VENDOR NAME AND PHONE NUMBER: CONTECH CONSTRUCTION PRODUCTS (713) 973-9908

AS PER ORIGINAL

0038

G1710

7. STEEL PIPE ARCH 3 INCH BY 1 INCH CORRUGATION H-20 LOADING, PLAIN:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
48"	-	-	-	-
54"	-	-	$ 57.76	-
60"	-	-	$ 64.05	-
66"	-	-	$ 70.39	-
72"	-	-	$ 77.69	$ 94.94
78"	-	-	$ 84.37	$ 102.99
84"	-	-	$ 91.14	$ 111.20
90"	-	-	$ 97.64	$ 119.12
96"	-	-	$ 104.29	$ 127.17
102"	-	-	$ 110.98	$ 135.26
108"	-	-	$ 117.63	$ 143.31
114"	-	-	$ 124.26	$ 151.39
120"	-	-	$ 130.94	$ 153.50

8. STEEL PIPE ARCH 3 INCH BY 1 INCH CORRUGATION H-20 LOADING, COATED:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
48"	-	-	-	-
54"	-	-	$ 65.07	-
60"	-	-	$ 72.17	-
66"	-	-	$ 79.32	-
72"	-	-	$ 87.43	$ 104.65
78"	-	-	$ 94.90	$ 113.54
84"	-	-	$ 102.49	$ 122.55
90"	-	-	$ 109.79	$ 131.27
96"	-	-	$ 117.25	$ 140.13
102"	-	-	$ 124.74	$ 157.88
108"	-	-	$ 132.17	$ 166.75
114"	-	-	$ 139.62	$ 168.25
120"	-	-	$ 148.89	$ 169.30

* Contech's quote (above prices) are based on 5" x 1" / The Texas Highway Department approves 3" x 1" and 5" x 1" as equivalents.

Note: Coupling bands are priced as two (2) feet of pipe for the same diameter of pipe respectively.

VENDOR NAME AND PHONE NUMBER: METAL CULVERTS, INC. (800) 669-2332

AS PER ORIGINAL

C1711 0038

7. STEEL PIPE ARCH 3 INCH BY 1 INCH CORRUGATION H-20 LOADING, PLAIN:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
48"		$24.28LF		
54"		30.81LF		
60"		33.52LF		
66"		36.64LF		
72"		39.84LF	52.84LF	
78"		45.25LF	60.27LF	
84"		48.70LF	64.88LF	
90"		52.38LF	69.80LF	
96"			74.75LF	92.75LF
102"			83.45LF	102.31LF
108"			88.77LF	108.75LF
114"			92.52LF	114.28LF
120"				121.36LF

8. STEEL PIPE ARCH 3 INCH BY 1 INCH CORRUGATION H-20 LOADING, COATED:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
48"		$28.29LF		
54"		35.38LF		
60"		38.58LF		
66"		42.18LF		
72"		45.90LF	59.27LF	
78"		52.16LF	67.66LF	
84"		56.14LF	72.80LF	
90"		60.33LF	78.28LF	
96"			83.82LF	102.30LF
102"			93.14LF	112.50LF
108"			99.07LF	119.55LF
114"			103.40LF	125.65LF
120"				133.40LF

VENDOR NAME AND PHONE NUMBER: TEXAS CORRUGATORS (512) 653-1600

AS PER ORIGINAL 01712 (0038)

7. STEEL PIPE ARCH 3 INCH BY 1 INCH CORRUGATION H-20 LOADING, PLAIN:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA. (HELICAL-CMP)	$/FT. 12 GA.	$/FT. 10 GA. (HELIC)
48"	N/A	N/A	N/A	N/A
54"	N/A	34.81	N/A	N/A
60"	N/A	37.89	48.77	N/A
66"	N/A	42.40	55.61	N/A
72"	N/A	46.16	60.82	75.58
78"	N/A	50.88	66.73	83.58
84"	N/A	N/A	73.22	90.23
90"	N/A	N/A	78.66	96.86
96"	N/A	N/A	84.65	103.48
102"	N/A	N/A	89.55	110.14
108"	N/A	N/A	N/A	116.78
114"	N/A	N/A	N/A	125.44
120"	N/A	N/A	N/A	134.05

8. STEEL PIPE ARCH 3 INCH BY 1 INCH CORRUGATION H-20 LOADING, COATED:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA. (HELICAL-CMP)	$/FT. 12 GA.	$/FT. 10 GA. (HELICA)
48"	N/A	N/A	N/A	N/A
54"	N/A	40.80	N/A	N/A
60"	N/A	44.89	55.35	N/A
66"	N/A	48.84	63.55	N/A
72"	N/A	53.63	69.41	84.[illegible]
78"	N/A	59.81	75.42	91.23
84"	N/A	N/A	81.45	98.47
90"	N/A	N/A	87.47	105.67
96"	N/A	N/A	94.68	114.34
102"	N/A	N/A	102.10	121.66
108"	N/A	N/A	N/A	132.22
114"	N/A	N/A	N/A	N/A
120"	N/A	N/A	N/A	N/A

VENDOR NAME AND PHONE NUMBER: WYATT METAL DRAINAGE PRODUCTS (713) 391-6444

AS PER ORIGINAL

0038
01713

7. STEEL PIPE ARCH 3 INCH BY 1 INCH CORRUGATION H-20 LOADING, PLAIN:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
48"		28.52	37.85	
54"		32.33	42.97	56.50
60"		35.25	46.24	59.75
66"		38.91	51.83	67.04
72"		41.68	55.56	71.89
78"		60.66	79.14	96.62
84"		65.28	84.94	103.97
90"		70.20	103.06	111.35
96"		80.69	104.86	128.50
102"			117.04	141.71
108"			124.53	150.64
114"			131.44	159.01
120"			138.37	167.38

8. STEEL PIPE ARCH 3 INCH BY 1 INCH CORRUGATION H-20 LOADING, COATED:

EQUIVALENT DIAMETER FULL CIRCLE PIPE INCHES	$/FT. 16 GA.	$/FT. 14 GA.	$/FT. 12 GA.	$/FT. 10 GA.
48"		33.43	42.79	
54"		38.01	48.58	62.01
60"		41.36	52.55	65.86
66"		45.99	58.81	73.76
72"		49.48	63.25	79.22
78"		70.29	89.21	107.23
84"		75.64	95.82	115.41
90"		81.30	103.06	124.07
96"		93.40	118.23	142.51
102"			131.38	156.74
108"			139.73	166.55
114"			147.50	175.81
120"			155.26	185.06

VENDOR NAME AND PHONE NUMBER: CALDWELL CULVERT COMPANY (512) 250-5515

AS PER ORIGINAL 0038

01714

9. METAL FLAIRED END SECTION WITH HARDWARE TO FIT CORRUGATED PIPE:

PIPE DIAMETER	PRICE PER SECTION FULL CIRCLE PIPE	PRICE PER SECTION ARCH PIPE
12"	32.72	XX
15"	41.51	42.25
18"	53.94	49.02
24"	80.23	70.19
30"	146.76	117.69
36"	236.51	185.95
42"	447.60	320.77
48"	521.13	420.09
54"	617.95	570.57
60"	923.54	753.45
66"	994.56	1,011.56
72"	1,100.05	1,065.90
78"	1,193.78	1,154.73
84"	1,299.17	1,192.35
90"	1,672.00	1,334.47
96"	1,724.25	1,544.51
102"	XX	XX
108"	XX	XX
114"	XX	XX
120"	XX	XX

VENDOR NAME AND PHONE NUMBER: CONTECH CONSTRUCTION PRODUCTS (713) 973-9908

AS PER ORIGINAL 0038

01715

9. METAL FLAIRED END SECTION WITH HARDWARE TO FIT CORRUGATED PIPE:

PIPE DIAMETER	PRICE PER SECTION FULL CIRCLE PIPE	PRICE PER SECTION ARCH PIPE
12"	$ 45.24	-
15"	$ 56.58	$ 53.10
18"	$ 71.01	$ 64.56
24"	$ 103.32	$ 85.68
30"	$ 210.21	$ 146.16
36"	$ 278.31	$ 232.39
42"	$ 482.13	$ 375.96
48"	$ 600.54	$ 486.90
54"	$ 695.91	$ 615.78
60"	$ 972.15	$ 824.70
66"	$ 1051.47	$ 1134.42
72"	$ 1203.30	$ 1202.13
78"	$ 1315.65	$ -
84"	$ 1453.68	-
90"	-	-
96"	-	-
102"	-	-
108"	-	-
114"	-	-
120"	-	-

VENDOR NAME AND PHONE NUMBER: METAL CULVERTS, INC. (800) 669-2332

AS PER ORIGINAL 0038 01716

9. METAL FLAIRED END SECTION WITH HARDWARE TO FIT CORRUGATED PIPE:

PIPE DIAMETER	PRICE PER SECTION FULL CIRCLE PIPE	PRICE PER SECTION ARCH PIPE
12"	$ 34.40ea.	
15"	43.70ea.	$ 44.40ea.
18"	56.70ea.	51.60ea.
24"	84.45ea.	73.75ea.
30"	154.45ea.	123.75ea.
36"	249.55ea.	196.00ea.
42"	462.60ea.	332.00ea.
48"	538.50ea.	412.75ea.
54"	638.70ea.	574.00ea.
60"	972.00ea	765.00ea.
66"	1046.75ea.	1035.75ea.
72"	1157.75ea.	1101.65ea.
78"	1256.50ea.	
84"	1367.50ea.	
90"		
96"		
102"		
108"		
114"		
120"		

VENDOR NAME AND PHONE NUMBER: TEXAS CORRUGATORS (512) 653-1600

0038

01717

AS PER ORIGINAL

9. METAL FLAIRED END SECTION WITH HARDWARE TO FIT CORRUGATED PIPE:

PIPE DIAMETER	PRICE PER SECTION FULL CIRCLE PIPE	PRICE PER SECTION ARCH PIPE
12"	$ 54.23	N/A
15"	67.00	63.47
18"	83.20	76.66
24"	118.61	86.89
30"	237.30	174.25
36"	310.39	263.64
42"	529.58	421.75
48"	652.20	538.81
54"	759.03	677.66
60"	1,040.23	891.30
66"	1,122.95	1,213.80
72"	1,280.41	1,286.46
78"	1,401.78	N/A
84"	1,542.61	N/A
90"	N/A	N/A
96"	N/A	N/A
102"	N/A	N/A
108"	N/A	N/A
114"	N/A	N/A
120"	N/A	N/A

VENDOR NAME AND PHONE NUMBER: WYATT METAL DRAINAGE PRODUCTS (713) 391-6444

0038

01718

AS PER ORIGINAL

METAL FLAIRED END SECTION WITH HARDWARE TO FIT CORRUGATED PIPE:

PIPE DIAMETER	PRICE PER SECTION FULL CIRCLE PIPE	PRICE PER SECTION ARCH PIPE
12"	43.91	
15"	55.68	64.48
18"	65.32	74.82
24"	96.87	107.13
30"	180.09	190.09
36"	280.10	290.10
42"	541.32	560.05
48"	657.66	690.25
54"	780.56	870.87
60"	1069.37	1149.98
66"	1151.59	1223.60
72"	1273.75	1325.72
78"	1382.27	1397.25
84"	1504.31	1450.00
90"	1936.00	1404.70
96"	1996.50	1868.00
102"		
108"		
114"		
120"		

VENDOR NAME AND PHONE NUMBER: CONTECH CONSTRUCTION PRODUCTS (713) 973-9908

10. T & G REINFORCED CONCRETE PIPE CULVERTS: THD #464.

0038
01719

AS PER ORIGINAL

PIPE DIAMETER	GAGE	PRICE PER FOOT
18"	-	$ -
24"	16	$ 14.23
30"	16	$ 17.20
36"	16	$ 20.33
42"	16	$ 26.44
48"	14	$ 48.75
54"	14	$ 55.95
60"	14	$ 61.83
66"	14	$ 67.52
72"	14	$ 73.35
78"	14	$ 79.15
84"	14	$ 84.95

PRODUCT BID BY CONTECH CONSTRUCTION PRODUCTS DOES NOT MEET THE SPECIFICATIONS AS OUTLINED IN THD #464.

VENDOR NAME AND PHONE NUMBER: GIFFORD-HILL & COMPANY (713) 466-6306

10. T & G REINFORCED CONCRETE PIPE CULVERTS: THD #464.

AS PER ORIGINAL

01720 0038

PIPE DIAMETER	PRICE PER FOOT
18"	7.33
24"	11.01
30"	15.67
36"	22.52
42"	31.82
48"	39.07
54"	52.65
60"	62.44
66"	76.65
72"	89.39
78"	109.22
84"	126.37

VENDOR NAME AND PHONE NUMBER: HYDRO CONDUIT CORPORATION (713) 448-6381

AS PER ORIGINAL 0038

01721

10. T & G REINFORCED CONCRETE PIPE CULVERTS: THD 8464.

PIPE DIAMETER	PRICE PER FOOT
18"	7.72
24"	11.51
30"	16.24
36"	23.53
42"	32.98
48"	40.77
54"	54.75
60"	64.72
66"	80.02
72"	93.47
78"	112.69
84"	131.72

VENDOR NAME AND PHONE NUMBER: PARKER BROTHERS & CO., INC. (713) 928-8329

10. T & G REINFORCED CONCRETE PIPE CULVERTS: THD 8464.

PIPE DIAMETER	PRICE PER FOOT
18"	$ 7.60
24"	$ 11.27
30"	$ 15.93
36"	$ 23.03
42"	$ 32.34
48"	$ 39.94
54"	$ 53.66
60"	$ 63.46
66"	$ 78.40
72"	$ 91.63
78"	$110.50
84"	$129.12

AS PER ORIGINAL

0038

01722

VENDOR NAME AND PHONE NUMBER: S. HOUSTON CONCRETE PIPE CO (713) 946-2831

10. T & G REINFORCED CONCRETE PIPE CULVERTS: THD #464.

PIPE DIAMETER	PRICE PER FOOT
18"	$6.55/ft
24"	$9.85/ft
30"	$14.25/ft
36"	$20.50/ft
42"	N/B
48"	N/B
54"	N/B
60"	N/B
66"	N/B
72"	N/B
78"	N/B
84"	N/B

AS PER ORIGINAL

01723

VENDOR NAME AND PHONE NUMBER: STABILIZED MATERIALS CO. (713) 342-7094

10. T & G REINFORCED CONCRETE PIPE CULVERTS: THD #464.

PIPE DIAMETER	PRICE PER FOOT
18"	6.98
24"	10.48
30"	14.90
36"	21.41
42"	30.25
48"	37.15
54"	50.05
60"	59.36
66"	72.86
72"	84.96
78"	109.27
84"	126.42

AS PER ORIGINAL 01724 0035

VENDOR NAME AND PHONE NUMBER: HASARA CULVERT & CONTRACTING (409) 856-5924

AS PER ORIGINAL 0038 01723

11. RAILROAD TANK CULVERTS:

CULVERT SIZE	TOTAL PRICE
6' X 28'	$1820.00
6' 6" X 32'	$2240.00
7' 3" X 28'	$2016.00
7' 3" X 32'	$2304.00
8' X 32'	$2400.00
8' 6" X 32'	$2496.00
8' 8" X 32'	$2624.00
9' X 40'	$3400.00

24/3

CONSTRUCTION OF METAL BUILDING FORT BEND COUNTY PRECINCT #3 MAINTENANCE FACILITY, RICHMOND, TEXAS. BID #89-056.

COMPANY	BID PRICE	BEGIN WORK	COMPLETE WORK	BID BOND SUBMITTED
✓ DUROTECH, INC. 11931 WICKCHESTER STE 201 HOUSTON, TX 77043	$43,195.00	7 DAYS AFTER BID AWARD	84 DAYS AFTER BID AWARD	YES
L. ARNOLD CONSTRUCTION P.O. BOX 1424 SUGAR LAND, TX 77487	$45,289.00	15 DAYS AFTER BID AWARD	110 DAYS AFTER BID AWARD	YES
CONVENIENCE BUILDERS P.O. BOX 4395 HOUSTON, TX 77210-4395	$49,812.00	30 DAYS AFTER BID AWARD	90 DAYS AFTER BID AWARD	YES, CASHIER'S CHECK
JAMES ELLIOTT CO. P.O. BOX 41 RICHMOND, TX 77469	$51,236.00	50 DAYS AFTER BID AWARD	45 DAYS AFTER BID AWARD	YES, CASHIER'S CHECK
HAUSLER CONSTRUCTION P.O. BOX 27 WALLIS, TX 77485	$56,848.00	70 DAYS AFTER BID AWARD	130 DAYS AFTER BID AWARD	YES, CASHIER'S CHECK

01727

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22nd day of May, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Co. dated 5/9/89, permit no. 81057 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Sutts, 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 Ronald Bradshaw
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

0038

01728

Appl. # 81057

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

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

5/18/89
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

AS PER ORIGINAL

0038

01729

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

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 3

PERMIT NO. 81057

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
SPYGLASS HILLS	@ S. FRY ROAD	90'	XXX			
PERDIDO BAY	@ S. FRY ROAD	90'	XXX			
GANTON DRIVE	@ PERDIDO BAY DRIVE	38'	XXX			

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
PERDIDO BAY	NORTH OF S. FRY ROAD	NORTH	510'

General Description

PROPOSED BURIED CABLE EXTEND NORTH TO SOUTH ON THE WEST RIGHT OF WAY OF PERDIDO BAY DRIVE FOR A TOTAL DISTANCE OF 510'.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: SOUTHWESTERN BELL TELEPHONE CO.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Maurice Pence
(Signature)

NAME & TITLE MANAGER ENGINEER
(Please Print)

DATE: 05-09-89

ADDRESS: 14575 PRESIDIO SQUARE, ROOM 140
(Street/P.O. Box)

HOUSTON TEXAS 77083
City State Zip

TELEPHONE NO: 561-4618

LOG # NW#56

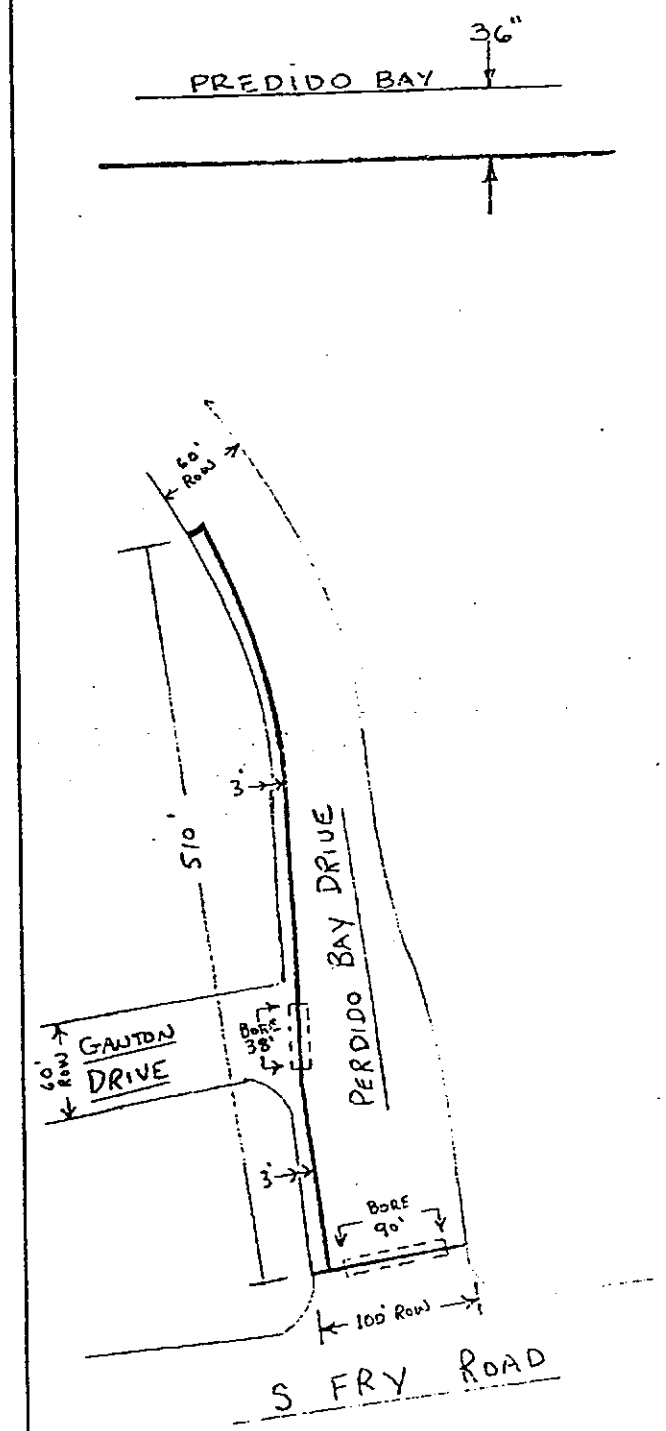
0038

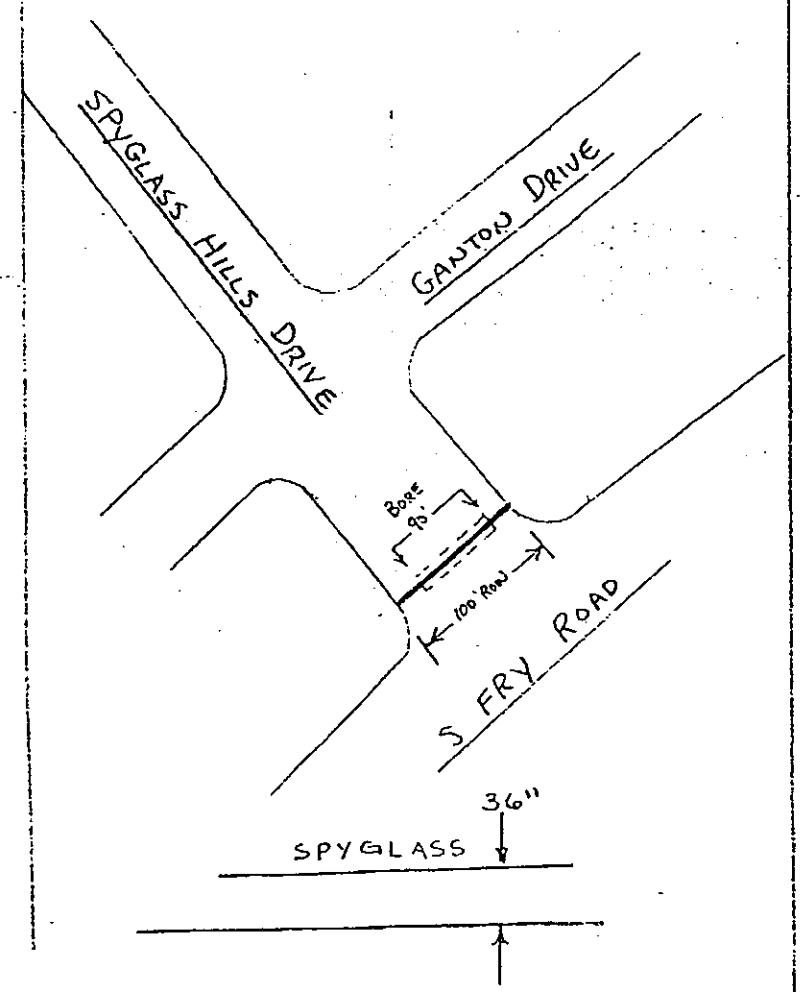
01730

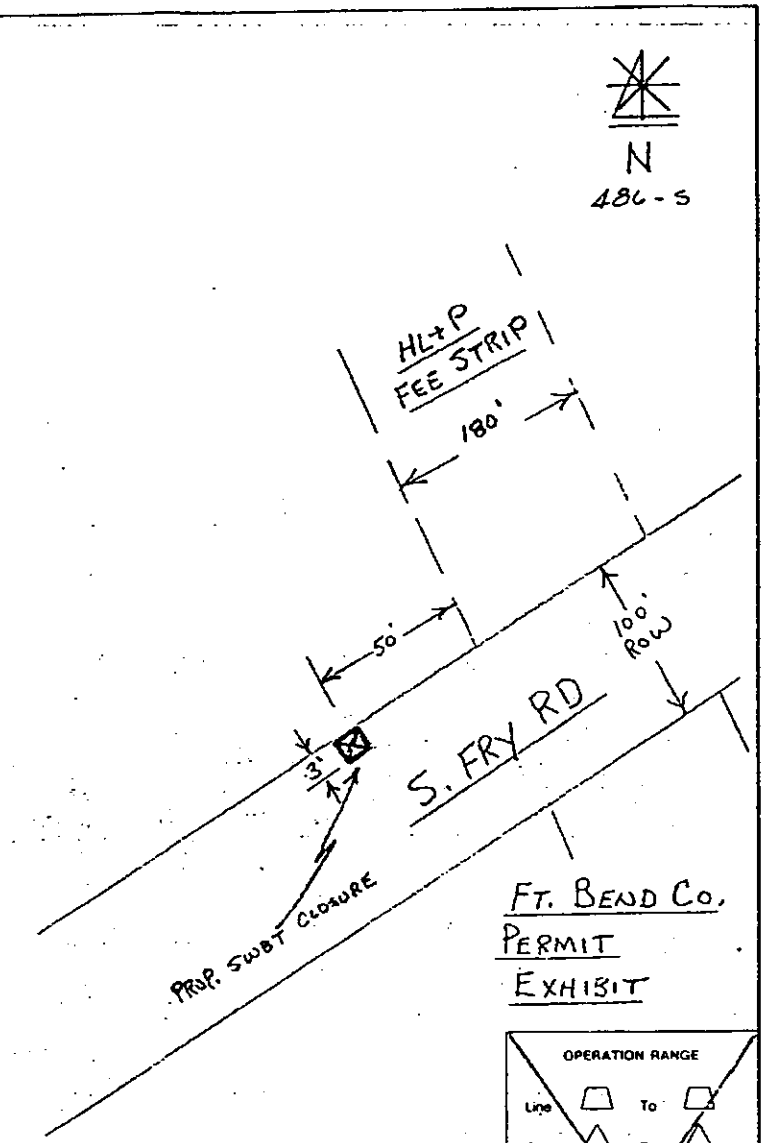
AS PER ORIGINAL

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.







FT. BEND CO. PERMIT EXHIBIT

OPERATION RANGE

Line To

Splice To

Minimum Approach Distance

☐ SAFE APPROACH DISTANCES CAN BE MAINTAINED

☐ SAFE APPROACH DISTANCES CANNOT BE MAINTAINED

CAUTION HIGH VOLTAGE

KV

Aerial ☐ Buried ☐

Power Co.

ORDER NO. D413652

NO. OF PLATS 1 PLAT NO. 1

DATE ISSUED 5/89 DATE REVISED

APPROVED Mike Davis

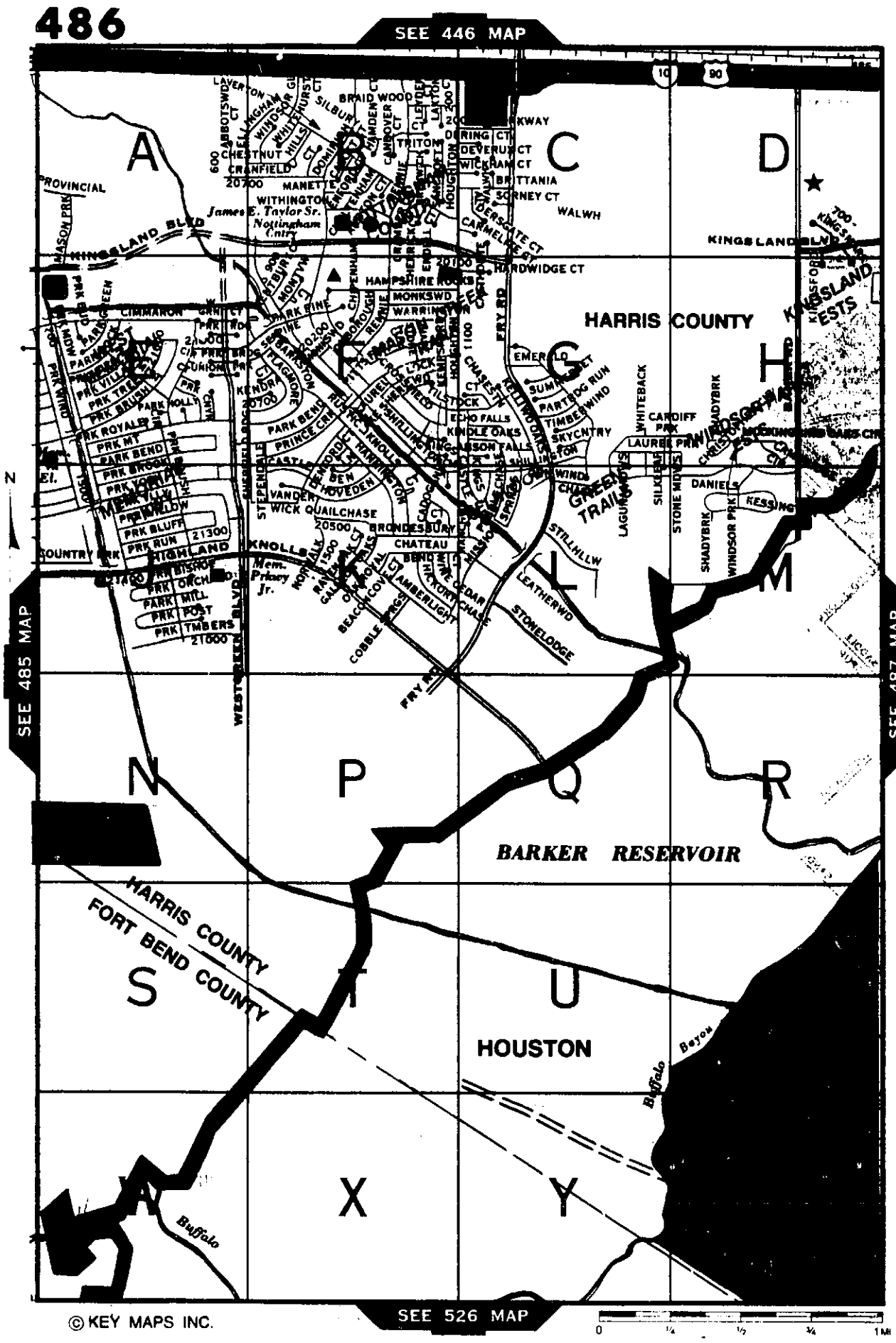
Manager Engineering (Design)

SOUTHWESTERN BELL TELEPHONE CO

AS PER ORIGINAL

.0038

01731



PAGE NO. 1

28

BID ITEM: CONTRACT FOR THE PURCHASE OF ROAD MATERIALS - EARTHEN TYPE

BID NUMBER: 89-057

0038

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'745'$CATEGORY

01732

AS PER ORIGINAL

VENDOR NAME	BID PRICE
AMERICAN MATERIALS, INC.	✓
ANGLETON ASPHALT CORPORATION	✓
ASH MANAGEMENT SYSTEMS	
AUSTIN WHITE LIME COMPANY	✓
B & D CONSTRUCTION	
BASE MATERIALS, INC.	✓
C.O.D. CONCRETE	
CAGLE CRUSHED CONCRETE	✓
CANTU TRUCKING AND MATERIALS	
CHAMBCO, INC	✓
CHAMPION TOP SOIL CO.	
CHEMLIME CORPORATION	
COASTAL CEMENT SAND, INC.	
CRUSHED STONE BASE	✓
DAMON QUARRY, INC.	✓
DERNEHL CONSTRUCTION, INC.	
DIXIE CHEMICAL COMPANY	
DRAVO BASIC MATERIALS CO., INC	✓
DRAVO LIME COMPANY	
EIF ASPHALT	
EILERS CONSTRUCTION CO.	
FRANK W. MAREK TRUCKING	
FREEWAY SAND PIT	
FT BEND CHAMBER OF COMMERCE 9	
GALIN CORP.	
GARY ZBRANEK	
GIFFORD-HILL & COMPANY, INC.	
H & C CONSTRUCTION CO., INC.	
H - K READY MIX COMPANY, INC.	
HOUSTON CRUSHED CONCRETE, INC.	
ISM	
JIM NOHAWITZ TRUCKING	
JONES G. FINKE, INC.	✓
KATY-MASON HOME CENTER	
KING CONSTRUCTION MATERIALS	✓
LEBLANC'S CONCRETE & MORTER	✓
LIMECO, INC.	
M & M GRAVEL SALES	✓
MIKE ARNOLD TRUCKING & MATLS	✓
MIKE ARNOLD TRUCKING & MATLS.	
MOBIL MINING AND MINERALS CO.	
PARKER BROTHERS & CO., INC.	
PHILLIPS SAND AND GRAVEL	
PRIHODA GRAVEL PITS	✓
PRIME MATERIALS, INC.	
QUALITY HOT MIX, INC.	
R.D. HUNTER ENTERPRISES, INC.	
RINN READY MIX	
ROSENBERG/RICHMOND CHAMBER -10	
SAND SUPPLY, INC.	

0058

01733

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'745'$CATEGORY

VENDOR NAME	BID PRICE
SCHRAMME CONSTRUCTION CO.	
SOUTHWEST ASPHALT MATERIALS ✓	✓
SOUTHWEST LIMESTONE, INC.	
SOUTHWESTERN TESTING SERVICE ✓	✓
STABILIZED MATERIALS CO.	
T.L. JAMES AND COMPANY, INC.	
TEXAS GULF GAS CORP.	
TEXAS INDUSTRIES, INC. ✓	✓
TEXAS LUMBER & CONSTRUCTION CO ✓	✓
TIDE PRODUCTS, INC.	
TRANSIT CONTROL SERVICES, INC	
W.C. DALEY TRUCKING, INC.	
WAYNE SCHRAMME	
WHITE'S MINES ✓	✓
ZBRANEK BROS. ✓	✓
DURWOOD GREEN CONST.	

Open bids for road materials, chemical:

The following bids were presented to Commissioners Court for review.

A) AMERICAN MATERIALS, INC.
B) BASE-SEAL, INC.
C) ELF ASPHALT
D) FINA OIL AND CHEMICAL CO.
E) GULF STATES ASPHALT CO.
F) JOHN G. REED
G) JONES G. FINKE, INC.
H) PRIME MATERIALS, INC.
I) WRIGHT ASPHALT PRODUCTS
J) TRUMBULL DIVISION

Open bids for one or more new 15' flex wing cutter, shredder:

The following bids were presented to Commissioners Court for review.

A) ALVIN EQUIPMENT CO., INC.
B) EAGLE LAKE IMPLEMENT CO., INC.
C) JI CASE COMPANY
D) ROSENBERG FORD TRACTOR
E) SOUTH TEXAS EQUIPMENT CO., INC. (no bid)
F) LAMAR TRACTOR CO.

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Lutts and Commissioner Pressley absent for vote, it is ordered to reject all bids (#89-059) and re-advertise with new specs.

29. APPROVE BILLS:

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

30. ADJOURNMENT:

Commissioners Court adjourned at 2:10 p.m. Monday, May 22, 1989.

0038 28

BID ITEM: CONTRACT FOR THE PURCHASE OF ROAD MATERIALS - CHEMICAL TYPE

BID NUMBER: 89-058

01735

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'750'$CATEGORY

VENDOR NAME	BID PRICE
AMERICAN MATERIALS, INC.	✓
ANGLETON ASPHALT CORPORATION	
ARCHEM, INC.	
ARROW INTERNATIONAL	
BASE-SEAL, INC.	✓
CAGLE CONSTRUCTION CO., INC.	
CHAMBCO, INC	
CHAMPION TOP SOIL CO.	
COASTAL CEMENT SAND, INC.	
CRUSHED STONE BASE	
DERNEHL CONSTRUCTION, INC.	
DYNATEK CHEMICALS	
ELF ASPHALT	✓
EXXON CO USA	
FINA OIL AND CHEMICAL CO.	✓
FT BEND CHAMBER OF COMMERCE 6	
GARY ZBRANEK	
GEORGIA-PACIFIC CORPORATION	
GULF STATES ASPHALT CO.	✓
HARJO INTERNATIONAL, INC.	
JAMES ELLIOTT CONSTRUCTION	
JOHN G. REED	✓
JONES G. FINKE, INC.	✓
KING CONSTRUCTION MATERIALS	
LEBLANC'S CONCRETE & MORTER	
LIMECO, INC.	
M & M GRAVEL SALES	
MALTER INTERNATIONAL	
MALTER INTERNATIONAL CORP	
MIKE ARNOLD TRUCKING & MATLS	
MOBIL MINING AND MINERALS CO.	
NATIONAL AMERICAN SALES	
PARKER BROTHERS & CO., INC.	
PHILLIPS SAND AND GRAVEL	
PRICE BARRICADE & SIGNS CO.	
PRIME MATERIALS, INC	✓
QUALITY HOT MIX, INC.	
RINN READY MIX	
ROSENBERG/RICHMOND CHAMBER -10	
S.K.Y. ENTERPRISES	
SAFETY LIGHTS COMPANY	
SAND SUPPLY, INC.	
SCHRAMME CONSTRUCTION CO.	
SOUTHWEST ASPHALT MATERIALS	
SOUTHWESTERN TESTING SERVICE	
T.L. JAMES AND COMPANY, INC.	
TEXAS GULF GAS CORP.	
TEXAS LUMBER & CONSTRUCTION CO	
TOTAL CARE ASPHALT	
TRANSIT CONTROL SERVICES, INC	

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'750'$CATEGORY

AS PER ORIGINAL

VENDOR NAME	BID PRICE
WAYNE SCHRAMME	
WRIGHT ASPHALT PRODUCTS CO.	✓
DURWOOD GREEN CONST.	
FINA OIL	
Thumbull Division	✓

PAGE NO. 1

28

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW 15' FLEX WING CUTTER SHREDDER

BID NUMBER: 89-059

01737

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$CATEGORY

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
AG-CON EQUIPMENT, INC.	
ALVIN EQUIPMENT CO., INC. ✓	no $797.00
BADO EQUIPMENT CO., INC.	
BOETTCHER-HLAVINKA CO.	
BOMAG	
BRAZOS EQUIPMENT SALES CO.	
C. JIM STEWART & STEVENSON CO.	
CASE POWER & EQUIPMENT	
CONLEY-LOTT NICHOLS MACHINERY	
CONSTRUCTION EQUIPMENT INT'L	
D & S TRUCK PARTS & REPAIR	
DECA EQUIPMENT COMPANY	
DIVERSIFIED EQUIPMENT	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC. ✓	8525.00
EL CAMPO EQUIPMENT CO., INC.	
EL CAMPO REPAIR SERVICE	
FORTRESS ALLATT, LTD.	
FT BEND CHAMBER OF COMMERCE 1	
GRACE EQUIPMENT	
GULF MACHINERY CO., INC.	
HALL EQUIPMENT SUPPLY CO.	
HERTZ EQUIPMENT RENTAL CORP	
HI-WAY EQUIPMENT CO., INC.	
HOUSTON HEAVY EQUIPMENT, INC.	
INGERSOLL-RAND EQUIPMENT SALES	
J.W. BARTHOLOW MACHINERY CO.	
JI CASE COMPANY ✓	7495.85
JOHNSON & ROACH TRACTOR CO.	
K & M EQUIPMENT, INC.	
MUSTANG TRACTOR & EQUIPMENT CO	
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR ✓	9122.00
ROSENBERG/RICHMOND CHAMBER - 2	
SHOPPA FARM SUPPLY CO.	
SOUTH TEXAS EQUIPMENT CO., INC ✓	NO BID
STAR CONCRETE CONSTRUCTION	
THE R.J. MILLER CO., INC.	
TOM FAIREY COMPANY	
TRUCK & PICKUP EQUIPMENT CORP.	
VOLVO WHITE TRUCK CORPORATION	
W.R. FLORA & SONS, INC.	
WAUKESHA-PEARCE INDUSTRIES,INC	

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$CATEGORY

0038

01738

AS PER ORIGINAL

VENDOR NAME	BID PRICE
WORLD WIDE WELDING & PRESS INC	
THE MOWER SHOP	
D. E. R. EQUIPMENT	
W.O. SALTER IMPLEMENT	
Lamar Tractor Co	7777.00

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 22ND day of MAY, Drainage District Board of Fort Bend County, Texas met with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK
DAN GERKEN	DRAINAGE MANAGER

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

1. DISCUSS AND CONSIDER ACCEPTANCE AND ABANDONMENT OF EASEMENTS AGREEMENT WITH LEVEE IMPROVEMENT DISTRICT NO. 11:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize exchange of easement agreement with Levee Improvement District No.11 as presented by Lynn Humphries, representing Vinson & Elkins.

2. DISCUSS AND CONSIDER VARIANCE TO DRAINAGE CRITERIA MANUAL AS REQUESTED BY KELLY R. KALUZA AND ASSOCIATES, INC.:

   No court action.

3. REQUEST AUTHORITY TO ADVERTISE FOR BIDS FOR EXCAVATION OF BIG CREEK BY-PASS:

   Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to advertise for bids for excavation of Big Creek By-Pass.

4. REQUEST AUTHORITY TO NEGOTIATE CONTRACT WITH FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION CONSULTING ENGINEER FOR THE DESIGN OF THE THE DROP-STRUCTURE, SIPHON, AND EROSION CONTROL SYSTEM FOR THE BIG CREEK BY-PASS:

   Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize Fort Bend County Drainage District to contract with Fort Bend County Flood Control Water Supply Corporation.

5. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH PECAN GROVE MUNICIPAL UTILITY DISTRICT:

   Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve interlocal agreement with Pecan Grove Municipal Utility District. (Recorded in minutes in full)

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ASSIGNMENT OF DIVERSION DRAINAGE CHANNEL
RIGHT-OF-WAY EASEMENT

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

Fort Bend County Levee Improvement District No. 11 ("LID 11") received and accepted an assignment of a Diversion Drainage Channel Right-of-Way Easement from Riverbrook Associates, a Texas joint venture composed of Rylis Realty Company, a Texas corporation, and American Newland Associates, a California general partnership, as such Easement is hereinafter described. LID 11 hereby assigns all its rights, obligations, title and interests in and to that certain:

> Diversion Drainage Channel Right-of-Way Easement dated December 21, 1987, granted to Riverbrook Associates from Fort Bend Partners Venture, as filed in Volume 2041, Page 1497 of the Official Records of Fort Bend County, Texas, as assigned to LID 11 by Riverbrook Associates on July 26, 1988, as recorded in Volume 2057, Page 1430 of the Official Records of Fort Bend County, Texas,

in accordance with the terms thereof, to Fort Bend County Drainage District (the "District"), a body politic and corporate and a political subdivision of the State of Texas organized and operating under the provisions of Article XVI, Section 59 of the Texas Constitution

By execution of this Assignment, the District hereby accepts such assignment and assumes all of LID 11's rights, obligations, title, and interests in and to the Diversion Drainage Channel Right-of-Way Easement.

Executed this the 1st day of March, 1989.

ASSIGNOR

FORT BEND COUNTY LEVEE
IMPROVEMENT DISTRICT NO. 11

By: _____
Chairman, Board of Directors

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 11 FORT BEND COUNTY, TEXAS

ATTEST:

_____
Secretary, Board of Directors

(SEAL)

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ASSIGNEE

FORT BEND COUNTY DRAINAGE DISTRICT

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

Date: 6/16/89

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

(SEAL)

STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 19 day of June, 1989, by Jodie E. Stavinoha, as County Judge and presiding officer of the Fort Bend County Drainage District.

Sharon A. Chapman
Notary Public, State of Texas

(NOTARY SEAL)
SHARON A. CHAPMAN
Notary Public, State of Texas
My Commission Expires 6-4-91

STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 1st day of March, 1989, by Joe Grillo, as Chairman, on behalf of Fort Bend County Levee Improvement District No. 11.

MICHELLE R. JOHNSON
Notary Public, State of Texas
My Commission Expires 7-18-92.
(NOTARY SEAL)

Michelle R. Johnson
Notary Public, State of Texas

NOTE: Upon recording, return to: Fort Bend County Levee Improvement District No. 11, c/o Vinson & Elkins, 2800 First City Tower, 1001 Fannin Street, Houston, Texas 77002-6760

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DIVERSION DRAINAGE CHANNEL
RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS that FORT BEND PARTNERS VENTURE, a Texas joint venture (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by RIVERBROOK ASSOCIATES, a Texas joint venture (hereinafter referred to as "Riverbrook" or "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, a Diversion Drainage Channel Right-of-Way Easement (the "Easement") upon, over, through, under and across that certain tract of land comprising 10.916 acres of land, more or less, in Fort Bend County, Texas, as described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (herein referred to as the "Subject Property"), for the following purposes, to wit:

(1) the right to survey, construct, maintain, operate, repair, reconstruct and inspect a diversion drainage channel (the "Diversion Channel");

(2) the right to run water over or under, submerge, flood or otherwise use the Subject Property for drainage or waterway purposes;

(3) the right to construct, operate and maintain only the following permitted improvements: channel construction and improvements, back slope drains, slope protection/erosion control structures and devices, and drop structures (the "Diversion Channel Improvements");

(4) the right to bring in on or dispose of soil from the Subject Property; and

(5) the right to bring upon the Subject Property and operate thereon all machinery and equipment necessary for the Grantee to efficiently prosecute the work.

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The Grantee, its successors and assigns, shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said Easement and Subject Property.

Grantee intends to assign the Easement to Fort Bend County Levee Improvement District No. 11, a body politic and corporate and a political subdivision of the State of Texas to be created and organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and Chapter 57 of the Texas Water Code, (hereinafter referred to as "District No. 11"), after District No. 11's creation by the Fort Bend County Commissioners' Court. Grantor hereby consents to the assignment of the Easement to District No. 11 provided that such assignment shall not relieve Riverbrook of its obligations hereunder to restore the surface of the Subject Property as described herein and provided further that District No. 11 shall assume the obligations of Grantee hereunder except for the obligation of Riverbrook to restore the surface of the Subject Property as described herein.

In addition to all other rights which are reserved to Grantor, its successors or assigns, as a matter of law, there is expressly reserved to Grantor herein, its successors or assigns, the following rights with reference to the above-described property covered by the Easement herein conveyed:

(1) Grantor herein reserves to itself, its successors and assigns, the oil, gas and minerals in and under the land covered by this Easement; provided, however, that during the life of this Easement no mining or drilling operations shall be conducted upon the surface of the area of the Subject Property included in the Easement above-described.

(2) Grantor herein reserves to itself, its successors and assigns, the right to use the Subject Property for all purposes consistent and not interfering with or disturbing to the primary use of the Subject Property for the above-described purposes for which this Easement has been granted, including, without limitation, the right to landscape, to lay utility lines, or to construct one or more bridges for pedestrian and vehicular traffic across the Diversion Channel and the Easement for access from Grantor's Property to adjoining property, all at its sole cost and expense.

(3) Grantor herein reserves to itself, its successors and assigns, the right, but not the obligation, at any time and from time to time, at its sole cost, risk and expense, to use or grant one or more additional easements across and

upon the Subject Property for the purpose of widening or relocating the Diversion Channel Easement and to tie-in to, widen, deepen or relocate the Diversion Channel, provided that the tying-in, widening, deepening, or relocating shall be in accordance with applicable laws, rules and regulations and shall not materially interfere with or disturb, and shall not limit or reduce the flow capacity of the Diversion Channel, and provided further that Grantor shall, at its sole cost, risk and expense, widen, deepen, or relocate the Diversion Channel Improvements in, under, or across such Easement and thereafter shall maintain such Improvements.

(4) Grantor herein reserves to itself, its successors and assigns, the right to any excess soil from excavation on the Subject Property remaining after construction of the diversion drainage channel and a levee to be constructed across property owned Grantor and by Robert E. Beamon, Trustee, William H. Keenan, Trustee, Y. Frank Jungman, Trustee, and Sidney S. McClendon, III, Trustee, subject to a Levee Right-of-Way Easement granted of even date herewith which excess soil may be used or disposed of at Grantor's sole expense.

To have and to hold unto the Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns for so long as the rights and Easement herein granted, or any of them, shall be used by, or useful to the Grantee, its successors or assigns, for any of the purposes for which this Easement has been granted; provided, the Easement hereby granted shall automatically terminate and revert, pass to and vest in the Grantor, its successors and assigns (a) on the first anniversary date hereof unless by such date (i) all permits from the Texas Water Commission needed for the construction of the diversion channel shall have been obtained, (ii) District No. 11 shall have been created by the Fort Bend County Commissioners' Court, (iii) this Easement shall have been assigned to and accepted by District No. 11, and (iv) District No. 11 shall have certified in writing in the form attached hereto as Exhibit "B" that the foregoing requirements of (i) through (iii) have been met and shall have filed such certificate in the appropriate real property records of Fort Bend County, Texas, and (b) on the third anniversary date thereof unless by such date the Diversion Channel shall have been constructed and certified complete by District No. 11's engineers, with such certificate of completion in the form attached hereto as Exhibit "C" filed in the appropriate real property records of Fort Bend County, Texas. In addition, this Easement shall terminate on the first or third anniversary date hereof if either the Levee Right-of-Way Easement dated of even date herewith by Robert E. Beamon et al., as grantor, in favor of Riverbrook Associates, as grantee,

covering 4.569 acres, more or less, or the Levee Right-of-Way Easement dated of even date herewith by Grantor in favor of Grantee, covering 5.606 acres, more or less, shall terminate according to their terms on the first or third anniversary date thereof. In the event of such termination and reversion, even though automatic, within thirty (30) days of receipt of a written request of Grantor, its successors or assigns, Grantee, its successors or assigns, shall execute and deliver to Grantor, its successor and assigns a recordable release and abandonment of the Easement. It is agreed that if at a future time the Grantee, its successors or assigns, shall permanently cease to use said Easement for the purposes herein contained and shall permanently abandon the same, then and in such event, the said Easement above-described, together with all rights and interests held by the Grantee, its successors or assigns, by reason of this instrument, shall revert, pass to and vest in the said Grantor, its successors or assigns.

Grantee, and by its acceptance hereof, District No. 11 agree that if such termination of this Easement occurs at the first anniversary date or third anniversary date as provided in this Easement, if construction of the Diversion Channel shall have been initiated on Subject Property prior to such termination, Riverbrook shall restore the surface of the Subject Property to the same condition as the condition of the property when originally granted; provided such restoration shall not include restoration of trees or other vegetation. If Riverbrook fails to restore the Subject Property to its original condition within 120 days after receipt of notice from the Grantor, its successors or assigns requesting the same, the Grantor, its successors or assigns may cause specific performance of such obligation or may undertake such restoration, and Riverbrook shall reimburse the Grantor, its successors or assigns for the costs of the restoration, including construction costs, engineering fees, and actual out of pocket expenses, within 15 days of receipt of request therefor. With respect to any areas on the Subject Property that may have been excavated, the Subject Property shall be considered to be in the same condition as the condition of the property when originally granted if (1) fill is placed in maximum 9 inch loose lifts and compacted; (2) each layer of fill is uniform as to material, moisture, and density before compaction; (3) fill is compacted to required density by blading, rolling, and sprinkling with approved equipment; and (4) all compaction is at least 95% of ASTM D 698 at ± 3% of optimum moisture content. Such compaction shall be certified to be in compliance with said standards by McBride-Ratcliff and Associates, Inc., or such other independent soils consulting engineer as may be mutually agreed upon by Grantor and Riverbrook.

If construction is abandoned for any reason prior to completion of the Diversion Channel in a manner which, in the opinion of Turner, Collie & Braden, Inc., may leave excavations on the property that are capable of holding water and vegetating with wetland vegetation, Riverbrook shall restore the surface of the property to the same condition of the property when originally granted within the same time and in the same manner as set forth above, and the rights, duties, and obligations of Riverbrook and Grantor, its successors and assigns, shall be the same as set forth above.

Grantor does further BARGAIN, GRANT, SELL and CONVEY and by these presents does BARGAIN, GRANT, SELL and CONVEY unto the Grantee, its successors and assigns, all of Grantor's rights, title and interests in and to all culverts, channels, ditches, levees, dams and drainage structures of whatever type currently existing on the Subject Property.

This conveyance is made subject to all easements, restrictions, covenants, conditions, rights-of-way, and mineral or royalty reservations or leases, if any, of record, and to matters a current survey or inspection of Subject Property would reflect.

Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

WITNESS THE EXECUTION HEREOF, this 21st day of December, 1987.

GRANTOR

FORT BEND PARTNERS VENTURE,
a Texas Joint Venture

BY: W. E. DANIELS & COMPANY,
a Texas Corporation, Venturer

By: W. E. Daniels
W. E. Daniels, President

ATTEST:

By: _____
Name: [illegible]
Title: Secretary

(SEAL)

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BY: JOE F. LYNCH & COMPANY
a Texas Corporation, Venturer

By: _____
Joe F. Lynch, President

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

BY: COMMONWEALTH REALTY DEVELOPMENT, INC., a TEXAS Corporation, Venturer

By: _____
Name: CHARLES M. LUSK III
Title: SENIOR VICE PRESIDENT

ATTEST:

By: _____
Name: CRIS KASZNIAK
Title: ASSISTANT SECRETARY

(SEAL)

MERITBANC DEVELOPMENT CORPORATION, a Texas Corporation, Venturer (fka Hardin Service Corporation)

By: _____
Name: R. M. Oshman
Title: Executive Vice President

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

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GRANTEE

RIVERBROOK ASSOCIATES,
a Texas joint venture, by
its venturers

Rylis Realty Company,
a Texas corporation

By: _____
Name: W. G. Orr
Title: Senior Vice President

ATTEST:

By: _____
Name: W. G. Christian, Jr.
Title: Secretary

(SEAL)

RYLIS REALTY COMPANY
CORPORATE SEAL
HOUSTON, TEXAS

American Newland Associates,
a California general partner-
ship, by its partners

Atlas Realty Company,
a Texas corporation

By: _____
Name: W. G. Orr
Title: Senior Vice
President

ATTEST:

By: _____
Name: W. G. Christian, Jr.
Title: Secretary

(SEAL)

ATLAS REALTY COMPANY
TEXAS
HOUSTON

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AS PER ORIGINAL

THE NEWLAND GROUP, INCORPORATED
June 3, 1987
CALIFORNIA

ATTEST:

By: Laurine M. Ernsberger

Name: LAURINE M. ERNSBERGER

Title: ~~XXXXXXXXXXXXXXXX~~

(SEAL)

The Newland Group, Inc.,
a California corporation

By: J. F. Jenkins

Name: J. F. Jenkins

Title: Vice President

THE NEWLAND GROUP, INCORPORATED
June 1987
CALIFORNIA

ATTEST:

By: James M. DeThamer

Name: James M. DeThamer

Title: VP & Asst. Secretary

(SEAL)

By: LaDonna K. Monsees

Name: LaDONNA K. MONSEES

Title: V.P. & ASST. SECRETARY

JOINDER

Ayrshire Corporation, a Texas corporation, joins in the execution of this Easement solely for the purpose of subordinating any interests it may have in the Subject Property under that certain Development Agreement with Fort Bend Partners Venture dated July 12, 1984, a memorandum of which is filed for record in Volume 1534, Page 519 of the Official Records of Fort Bend County, Texas.

AYRSHIRE CORPORATION

By: Charles E. Bunge

Name: CHARLES E. BUNGE

Title: President

ATTEST:

By: Kenneth J. Coquyt

Name: KENNETH J. COQUYT

Title: ASSISTANT VICE PRESIDENT

(SEAL)

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AS PER ORIGINAL

JOINDER

Joe C. Wessendorff and wife, Loise H. Wessendorff (the "Beneficiaries"), individuals residing in Fort Bend County, Texas, join in the execution of this Easement solely for the purpose of subordinating their liens and interests they have in the Subject Property under that certain Deed of Trust dated July 12, 1984, from Ayrshire Corporation to John K. Gresham, Trustee, recorded in Volume 1481, Page 651 of the Official Records of Fort Bend County, Texas, as amended by Amendment to the Deed of Trust dated April 12, 1985 but effective as of July 12, 1984, recorded in Volume 1656, Page 702 of the Official Records of Fort Bend County, Texas securing the payment of that one certain Promissory Note in the original principal amount of Ten Million Four Hundred Nine Thousand Two Hundred and Forty Four Dollars ($10,409,244) dated July 12, 1984 payable to the order of the Beneficiaries, said Note being additionally secured by a Vendor's Lien retained in Deed dated July 12, 1984, executed by the Beneficiaries to Ayrshire Corporation, recorded at Volume 1481, Page 634 of the Official Records of Fort Bend County, Texas, as amended by Correction Deed dated April 12, 1985 but effective as of July 12, 1984, executed by the Beneficiaries to Ayrshire Corporation, recorded at Volume 1656, Page 683 of the Official Records of Fort Bend County, Texas.

Joe C. Wessendorff

Loise H. Wessendorff

2132 1923
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AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 27th day of January, 1988, by W. E. Daniels, President, W. E. Daniels & Company, a Texas corporation, as a venturer of Fort Bend Partners Venture.

Kathryn Evans
Notary Public, State of Texas

Printed Name of Notary:

KATHRYN EVANS
~~My Commission Expires~~

(NOTARY SEAL)

My Commission Expires: 4-1-92

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 27th day of January, 1988, by Joe F. Lynch, President, Joe F. Lynch & Company, a Texas corporation, as a venturer of Fort Bend Partners Venture.

Kathryn Evans
Notary Public, State of Texas

Printed Name of Notary:

KATHRYN EVANS
~~My Commission Expires~~

(NOTARY SEAL)

My Commission Expires: 4-1-92

2132 1924
~~2041 1507~~
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AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of FEBRUARY, 1988, by CHARLES M. LUSK III, SENIOR VICE PRESIDENT, Commonwealth Realty Development, a TEXAS corporation, as a venturer of Fort Bend Partners Venture.

Donna G. Gordon
Notary Public, State of Texas

Printed Name of Notary:
DONNA G. GORDON

(NOTARY SEAL)

My Commission Expires: 2/15/92

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11th day of February, 1988, by R. M. Oshman, Executive Vice President, MeritBanc Development Corporation, a Texas Corporation, as a venturer of Fort Bend Partners Venture. (formerly Hardin Service Corporation)

Marla J. Hebert
Notary Public, State of Texas

Printed Name of Notary:

(NOTARY SEAL)

My Commission Expires: _____

MARLA J. HEBERT
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 20, 1991

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AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21st day of January, 1988, by W. G. Orr, Senior Vice President, Rylis Realty Company, a Texas corporation, as a venturer of Riverbrook Associates, a Texas joint venture.

(NOTARY SEAL)

Patti R. Porter
Notary Public, State of Texas

Printed Name of Notary:

My Commission Expires: 6/26/89

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21st day of January, 1988, by W. G. Orr, Senior Vice President of Atlas Realty Company, a Texas corporation, as a partner of American Newland Associates, a California general partnership, in its capacity as a venture partner of Riverbrook Associates, a Texas joint venture.

PATTI R. PORTER
Notary Public, State of Texas
My Commission Expires 6-26-89

(NOTARY SEAL)

Patti R. Porter
Notary Public, State of Texas

Printed Name of Notary:

My Commission Expires: 6/26/89

~~2041 1509~~
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AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11th day of May, 1988, by J. F. Jenkins, Vice President of The Newland Group, Inc., a California corporation, as a partner of American Newland Associates, a California general partnership, in its capacity as a venture partner of Riverbrook Associates, a Texas joint venture.

MARIA TAN
Notary Public
STATE OF TEXAS
My Comm. Exp. Sept. 2, 1989

(NOTARY SEAL)

Notary Public, State of Texas

Printed Name of Notary:

MARIA TAN

My Commission Expires: 9-2-1989

STATE OF ~~TEXAS~~ §

COUNTY OF ~~HARRIS~~ §

This instrument was acknowledged before me on the 19th day of May, 1988, by ~~Robert B. McLeod~~, President of The Newland Group, Inc., a California corporation, as a partner of American Newland Associates, a California general partnership, in its capacity as a venture partner of Riverbrook Associates, a Texas joint venture.

(NOTARY SEAL)

Notary Public,
State of California

Printed Name of Notary:

My Commission Expires:

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AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23RD day of FEBRUARY, 1988, by CHARLES E. BURGE, PRESIDENT, of Ayrshire Corporation, a Texas corporation.

Notary Public, State of Texas

Printed Name of Notary:

(NOTARY SEAL)

My Commission Expires: 6 30 88

STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on February 29, 1988 by Joe C. Wessendorff.

Notary Public, State of Texas

Printed Name of Notary:
SOCORRO CRUZ
Notary Public in State of Texas
My Commission Expires 1-4-92
My Commission Expires:

(NOTARY SEAL)

~~2041 1511~~

AS PER ORIGINAL

2132 1928

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STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on February 29, 1988 by Loise H. Wessendorff.

Socorro Cruz

Notary Public, State of Texas

Printed Name of Notary:
SOCORRO CRUZ
Notary Public in State of Texas
My Commission Expires 1-9-92

(NOTARY SEAL)

My Commission Expires: _____

~~NOTE: Upon recording,~~
return to Grantee:

c/o Vinson & Elkins
Attention: Lynne B. Humphries
2838 First City Tower
1001 Fannin Street
~~Houston, Texas 77002-6760~~

RETURN TO:
Fort Bend Title Company
P. O. Box 367
Richmond, Texas 77469
Attn: George Houghton, Jr.

3AFB11:z

METES AND BOUNDS DESCRIPTION
10.916 ACRE
175' WIDE ALTERNATE DIVERSION CHANNEL EASEMENT
LOCATED IN THE
JOSEPH KUYKENDALL LEAGUE, ABSTRACT 49
FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 10.916 ACRES LOCATED IN THE JOSEPH KUYKENDALL LEAGUE, ABSTRACT 49, FORT BEND COUNTY, TEXAS, OUT OF A CALL 273.230 ACRE TRACT AS RECORDED IN VOLUME 1481, PAGE 634 OF THE FORT BEND COUNTY DEED RECORDS, SAID 10.916 ACRE ALTERNATE DIVERSION CHANNEL EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ONE INCH SQUARE IRON BAR MARKING THE NORTHEAST CORNER OF A CALL 144.04 ACRE TRACT AS RECORDED IN VOLUME 195, PAGE 422 OF THE FORT BEND COUNTY DEED RECORDS SAID POINT ALSO BEING A NORTHERLY CORNER OF THE ABOVE SAID 273.230 ACRE TRACT AND BEING IN THE WESTERLY LINE OF THAT CERTAIN 26.48 ACRE TRACT AS RECORDED IN VOLUME X, PAGE 483 OF THE FORT BEND COUNTY DEED RECORDS;

THENCE, NORTH 64 DEGREES 05 MINUTES 01 SECONDS WEST, 74.87 FEET TO THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 25 DEGREES 42 MINUTES 05 SECONDS WEST, 1,748.19 FEET TO THE NORTHERLY LINE OF A 200-FOOT WIDE DRAINAGE EASEMENT FOR RABBS BAYOU AS RECORDED IN VOLUME 314, PAGE 107 OF THE FORT BEND COUNTY DEED RECORDS TO A POINT;

THENCE, SOUTH 54 DEGREES 30 MINUTES 51 SECONDS WEST, 266.71 FEET ALONG SAID 200-FOOT WIDE DRAINAGE EASEMENT TO A POINT;

THENCE, SOUTH 53 DEGREES 41 MINUTES 10 SECONDS WEST, 99.01 FEET ALONG SAID 200-FOOT WIDE DRAINAGE EASEMENT TO A POINT;

THENCE, DEPARTING SAID 200-FOOT WIDE DRAINAGE EASEMENT NORTH 25 DEGREES 42 MINUTES 05 SECONDS EAST, 1,894.97 FEET TO A POINT;

THENCE, NORTH 64 DEGREES 05 MINUTES 01 SECONDS WEST, 918.46 FEET TO THE SOUTHERLY LINE OF A 40-FOOT WIDE DRAINAGE EASEMENT FOR MIDDLE BAYOU AS RECORDED IN VOLUME 314, PAGE 60 OF THE FORT BEND COUNTY DEED RECORDS TO A POINT;

THENCE, NORTH 77 DEGREES 10 MINUTES 42 SECONDS EAST, 279.66 FEET ALONG SAID 40-FOOT WIDE DRAINAGE EASEMENT TO A POINT;

THENCE, SOUTH 64 DEGREES 05 MINUTES 01 SECONDS EAST, 874.67 FEET ALONG A SOUTHERLY LINE OF A CALL 329.65 ACRE TRACT AS RECORDED IN VOLUME 947, PAGE 456 OF THE FORT BEND COUNTY DEED RECORDS TO THE "POINT OF BEGINNING" AND CONTAINING 10.916 ACRES OF LAND.

JOB No. 299-04
NOVEMBER, 1987
M&B 24

EXHIBIT A

STATE OF TEXAS
THOMAS H. PHILLIPS
4594
REGISTERED SURVEYOR

Thomas H. Phillips

~~2041 1513~~

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AS PER ORIGINAL

CERTIFICATE OF COMPLIANCE WITH EASEMENT TERMS

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The Board of Directors of FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 11, a body politic and corporate and a political subdivision of the State of Texas, created and organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and Chapter 57 of the Texas Water Code (hereinafter referred to as "District No. 11") hereby makes the following certifications:

(1) District No. 11 has been created by Order of the Fort Bend County Commissioners' Court dated _____, 1988;

(2) Riverbrook Associates (hereinafter referred to as "Riverbrook") has assigned to, and District No. 11 has accepted, that certain Diversion Drainage Channel Right-of-Way Easement granted by Fort Bend Partners Venture to Riverbrook dated December ___, 1987, and recorded in Volume ___, Page ____ of the real property records of Fort Bend County, Texas; and

(3) All permits needed from the Texas Water Commission for the construction of the Diversion Drainage Channel referred to in the above-described easement have been obtained.

EXECUTED THIS the _____ day of _____, 1988.

FORT BEND COUNTY LEVEE
IMPROVEMENT DISTRICT NO. 11

_____
Chairman, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 1988, by _____, Chairman of Fort Bend County Levee Improvement District No. 11, a political subdivision of the State of Texas.

_____
Notary Public, State of Texas

_____
Printed Name of Notary Public

My Commission Expires:_____

(NOTARY SEAL)

NOTE: Upon recording, return to:

Lynne B. Humphries
Vinson & Elkins
2800 First City Tower
1001 Fannin
Houston, Texas 77002-6760

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EXHIBIT B

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ENGINEERS CERTIFICATE OF COMPLETION

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This is to certify that the (Levee or Diversion Drainage Channel, as appropriate) constructed by (Fort Bend County Levee Improvement District No. 10 or 11, as appropriate) on the (Levee or Diversion Drainage Channel, as appropriate) Right-of-Way Easement recorded in Volume ____, Page _____ of the real property records of Fort Bend County, Texas has been constructed and certified as complete.

(NAME OF ENGINEERING FIRM)

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 1988, by _____, _____, a _____ corporation.

_____
Notary Public, State of Texas

_____
Printed Name of Notary Public

My Commission Expires: _____

(NOTARY SEAL)

NOTE: Upon recording, return to:

Lynne B. Humphries
Vinson & Elkins
2800 First City Tower
1001 Fannin
Houston, Texas 77002-6760

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EXHIBIT C

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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 heron 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

JUN 10 1988

COUNTY CLERK OF FORT BEND COUNTY, TEXAS

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

8840549

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AS PER ORIGINAL

ASSIGNMENT OF DIVERSION DRAINAGE CHANNEL RIGHT-OF-WAY EASEMENT

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

Riverbrook Associates, a Texas joint venture composed of Rylis Realty Company, a Texas corporation, and American Newland Associates, a California general partnership (hereinafter referred to as "Assignor"), hereby assigns all its rights, obligations, title and interests (except as provided herein) in and to that certain:

> Diversion Drainage Channel Right-of-Way Easement dated December 21, 1987, granted to Assignor from Fort Bend Partners Venture, as filed in Volume 2041, Page 1497 of the Official Records of Fort Bend County, Texas,

in accordance with the terms thereof, to Fort Bend County Levee Improvement District No. 11, a body politic and corporate and a political subdivision of the State of Texas organized and operating under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapter 57 of the Texas Water Code (herein called "Assignee"). Assignor shall continue to be obligated to restore the surface of the Subject Property as described in the Easement.

By execution of this Assignment, Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and interests in and to the Diversion Drainage Channel Right-of-Way Easement, except for the obligation to restore the Subject Property as described in the Easement.

Executed this the 26th day of July, 1988.

ASSIGNOR

RIVERBROOK ASSOCIATES,
a Texas joint venture, by
its venturers

Rylis Realty Company,
a Texas corporation

By: _____
W. G. Orr
Senior Vice President

ATTEST:

By: _____
W. G. Christian, Jr.
Secretary

(SEAL)

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American Newland Associates,
a California general partnership, by its partners

American General Realty
Investment Corporation
a Texas corporation

By: _____
W. G. Orr
Senior Vice President

ATTEST:

By: _____
W. G. Christian, Jr.
Secretary

(SEAL)

The Newland Group Inc.,
a California corporation

By: _____
Robert B. McLeod
President

ATTEST:

By: _____
LaDonna K. Monsees
Vice Pres. & Asst. Secretary

(SEAL)

By: _____
J. F. Jenkins
Vice President

ATTEST:

By: _____
LaDonna K. Monsees
Vice Pres. & Asst. Secretary

(SEAL)

ASSIGNEE

FORT BEND COUNTY LEVEE
IMPROVEMENT DISTRICT NO. 11

_____
Chairman, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

(SEAL)

~~2057 1432~~

AS PER ORIGINAL

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STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26th day of July, 1988, by W. G. Orr, Senior Vice President, Rylis Realty Company, a Texas corporation, as a venturer of Riverbrook Associates, a Texas joint venture.

ROBIN R. STONER
Notary Public, State of Texas
My Commission Expires 6-8-91.
(NOTARY SEAL)

Robin R. Stoner
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26th day of July, 1988, by W. G. Orr, Senior Vice President of American General Realty Investment Corporation, a Texas corporation, as a partner of American Newland Associates, a California general partnership, in its capacity as a venture partner of Riverbrook Associates, a Texas joint venture.

ROBIN R. STONER
Notary Public, State of Texas
My Commission Expires 6-8-91.
(NOTARY SEAL)

Robin R. Stoner
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26th day of July, 1988, by Robert B. McLeod, President of The Newland Group, Inc., a California corporation, as a partner of American Newland Associates, a California general partnership, in its capacity as a venture partner of Riverbrook Associates, a Texas joint venture.

ROBIN R. STONER
Notary Public, State of Texas
My Commission Expires 6-8-91.
(NOTARY SEAL)

Robin R. Stoner
Notary Public, State of Texas

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STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26th day of July, 1988, by J. F. Jenkins, Vice President of The Newland Group, Inc., a California corporation, as a partner of American Newland Associates, a California general partnership, in its capacity as a venture partner of Riverbrook Associates, a Texas joint venture.

Robin R. Stoner
Notary Public, State of Texas

ROBIN R. STONER
Notary Public, State of Texas
My Commission Expires 6-8-91
(NOTARY SEAL)

STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 3rd day of August, 1988, by Joe Grillo, as Chairman, on behalf of Fort Bend County Levee Improvement District No. 11.

Michelle R. Johnson
Notary Public, State of Texas

MICHELLE R. JOHNSON
Notary Public, State of Texas
My Commission Expires 7-18-92
(NOTARY SEAL)

NOTE: Upon recording,
return to:

Fort Bend County Levee Improvement
District No. 11
c/o Vinson & Elkins
2800 First City Tower
1001 Fannin Street
Houston, Texas 77002-6760

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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 Official Records of Fort Bend County, Texas as stamped by me.

AUG 12 1988

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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

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CERTIFICATE OF COMPLIANCE WITH EASEMENT TERMS

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The Board of Directors of FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 11, a body politic and corporate and a political subdivision of the State of Texas, created and organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and Chapter 57 of the Texas Water Code (hereinafter referred to as "District No. 11") hereby makes the following certifications:

(1) District No. 11 has been created by Order of the Fort Bend County Commissioners' Court dated June 27, 1988;

(2) Riverbrook Associates (hereinafter referred to as "Riverbrook") has assigned to, and District No. 11 has accepted, that certain Diversion Drainage Channel Right-of-Way Easement granted by Fort Bend Partners Venture to Riverbrook dated December 21, 1987, and recorded in Volume 2041, Page 1497 of the Official Records of Fort Bend County, Texas; and

(3) All permits needed from the Texas Water Commission for the construction of the Diversion Drainage Channel referred to in the above-described easement have been obtained.

EXECUTED THIS the 3rd day of August, 1988.

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 11

Joe Grillo
Chairman, Board of Directors

Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 3rd day of August, 1988, by Joe Grillo, Chairman of Fort Bend County Levee Improvement District No. 11, a political subdivision of the State of Texas.

Michelle R. Johnson
Notary Public, State of Texas

MICHELLE R. JOHNSON
Notary Public, State of Texas
My Commission Expires 7-18-92.

NOTE: Upon recording, return to:

Lynne B. Humphries
Vinson & Elkins
2800 First City Tower
1001 Fannin
Houston, Texas 77002-6760

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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 Official Records of Fort Bend County, Texas as stamped by me.

AUG 12 1988

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

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ENGINEER'S CERTIFICATE OF COMPLETION

THE STATE OF TEXAS

COUNTY OF FORT BEND

This is to certify that the Diversion Drainage Channel constructed by Fort Bend County Levee Improvement District No. 11 on the Diversion Drainage Channel Right-of-Way Easement recorded in Volume 2041, Page 1497 of the real property records of Fort Bend County, Texas, has been constructed and certified as complete.

STATE OF TEXAS
GARY L. GUHL
43823
REGISTERED
PROFESSIONAL ENGINEER

ESPEY, HUSTON & ASSOCIATES, INC.

By: Gary Guhl
Name: Gary L. Guhl, P.E.
Title: Senior Project Engineer

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 21st day of March, 1989, by Gary Guhl, of Espey, Huston & Associates, Inc., a Texas corporation.

Donald E. Pennington
Notary Public, State of Texas

(NOTARY SEAL)

NOTE: Upon recording, return to:

Lynne B. Humphries
Vinson & Elkins
2800 First City Tower
1001 Fannin
Houston, Texas 77002-6760

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Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY

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 Official Records of Fort Bend County, Texas as stamped by me.

APR 14 1989

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

FILED

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Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY

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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 28 1989

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

N/C

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DRAINAGE STRUCTURE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS that THOMAS W. BOOTH, DANNY R. BOOTH AND JOE C. WESSENDORFF as independent executors and as Trustees for successors and assigns of the Trust Estate of Thomas R. Booth, deceased (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by FORT BEND COUNTY DRAINAGE DISTRICT, a political subdivision of the State of Texas (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, a Drainage Structure Easement (the "Easement") upon, over, through, under and across that certain tract of land comprising 0.2663 acres of land, more or less, in Fort Bend County, Texas, as described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (herein referred to as the "Subject Property"), for the following purposes, to wit:

(1) the right to survey, construct, own, maintain, operate, repair, reconstruct and inspect a drainage structure on the Subject Property;

(2) the right to own, excavate, install and maintain concrete and any and all other similar types of drainage structures, equipment and appurtenances connected to the drainage structure on the Subject Property;

(3) the right to bring in on or dispose of soil from the Subject Property;

(4) the right to bring upon the Subject Property and operate thereon all machinery and equipment necessary for the Grantee to efficiently prosecute the work.

The Grantee, its successors and assigns, shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said Easement and Subject Property.

In addition to all other rights which are reserved to Grantors, their successors or assigns, as a matter of law, Grantors, their successors and assigns, reserve the oil, gas and minerals in and under the land covered by this Easement; provided, however, that during the life of this Easement no

Return to:

mining or drilling operations shall be conducted upon the surface of the Subject Property.

To have and to hold unto the Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or useful to the Grantee, its successors or assigns, for any of the purposes for which this Easement has been granted.

Grantors do further BARGAIN, GRANT, SELL and CONVEY and by these presents do BARGAIN, GRANT, SELL and CONVEY unto the Grantee, its successors and assigns, all of Grantors' rights, title and interests in and to all culverts, channels, ditches, levees, dams and drainage structures of whatever type currently existing on the Subject Property.

This conveyance is made subject to all easements, restrictions, covenants, conditions, rights-of-way, and mineral or royalty reservations or leases of record, and to matters a current survey or inspection of the Subject Property would reflect.

Grantors do hereby bind themselves, their successors and assigns, to warrant and forever defend all and singular the said premises, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS THE EXECUTION HEREOF, this 4th day of Jan, 1989.

THOMAS W. BOOTH, DANNY R. BOOTH AND JOE C. WESSENDORFF AS INDEPENDENT EXECUTORS AND AS TRUSTEES FOR SUCCESSORS AND ASSIGNS OF THE TRUST ESTATE OF THOMAS R. BOOTH, DECEASED

Thomas W. Booth

Danny R. Booth

Joe C. Wessendorff

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THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 4th day of Jan, 1989, by Thomas W. Booth, as independent executor and as Trustee for successors and assigns of the Trust Estate of Thomas R. Booth, deceased.

Bernice Brown
Notary Public in and for
The State of Texas
BERNICE BROWN
Notary Public, State of Texas
My Commission Expires 7-18-92

(NOTARY SEAL)

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 4th day of Jan, 1989, by Danny R. Booth, as independent executor and as Trustee for successors and assigns of the Trust Estate of Thomas R. Booth, deceased

Bernice Brown
Notary Public in and for
The State of Texas
BERNICE BROWN
Notary Public, State of Texas
My Commission Expires 7-18-92

(NOTARY SEAL)

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 4th day of Jan, 1989, by Joe C. Wessendorff, as independent executor and as Trustee for successors and assigns of the Trust Estate of Thomas R. Booth, deceased

Bernice Brown
Notary Public in and for
The State of Texas
BERNICE BROWN
Notary Public, State of Texas
My Commission Expires 7-18-92

(NOTARY SEAL)

After recording, return to Grantee: c/o Vinson & Elkins, Attention: Lynne B. Humphries, 2800 First City Tower, 1001 Fannin, Houston, Texas 77002-6760

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AS PER ORIGINAL

ESPEY, HUSTON & ASSOCIATES, INC.

Drainage Structure Easement
Rabbs Bayou and Middle Bayou
METES AND BOUNDS DESCRIPTION
of 0.2663 Acres (11,598 Square Feet) in the
Abner Kuykendall League, Abstract 48
Fort Bend County, Texas

Thomas W. Booth, et al
October 20, 1988
EH&A Job No. 7226-57

Being a 0.2663 acre (11,598 square feet) parcel of land in the Abner Kuykendall League, Abstract 48, Fort Bend County, Texas, and being a portion of a called 233.48 acre tract, described in Item 2 of a deed of delivery to Thomas W. Booth, Freeman I. Booth and Joe C. Wessendorff, of record in Volume 1610, Page 706 of the deed records of Fort Bend County (F.B.C.D.R.); said 0.2663 acre tract being more particularly described as follows:

COMMENCING at a 4-inch angle iron found for the southwest corner of said 233.48 acre tract, being in the east line of a called 36.684 acre tract conveyed to Thomas W. Booth as described by general warranty deed recorded on November 4, 1984 in Volume 1553, Page 611 of F.B.C.D.R., and also being the southwest corner of a 200 foot wide Fort Bend County Drainage District easement (Rabbs Bayou Diversion Channel) recorded in Volume 314, Page 65 of F.B.C.D.R.;

THENCE, with a fence marking the westerly line of said 233.48 acre tract, same being the west line of said easement, and also being the east line of said 36.684 acre tract, North 25°00'00" East, a distance of 1474.00 feet to a point;

THENCE, leaving said common line and crossing said easement at right angle to said common line, South 65°00'00" East, a distance of 200.00 feet to a point in the east line of said easement for the POINT OF BEGINNING and northwest corner of the herein described tract;

THENCE, leaving the east line of said easement, South 64°00'00" East, a distance of 80.00 feet to a point for the northeast corner of the herein described tract;

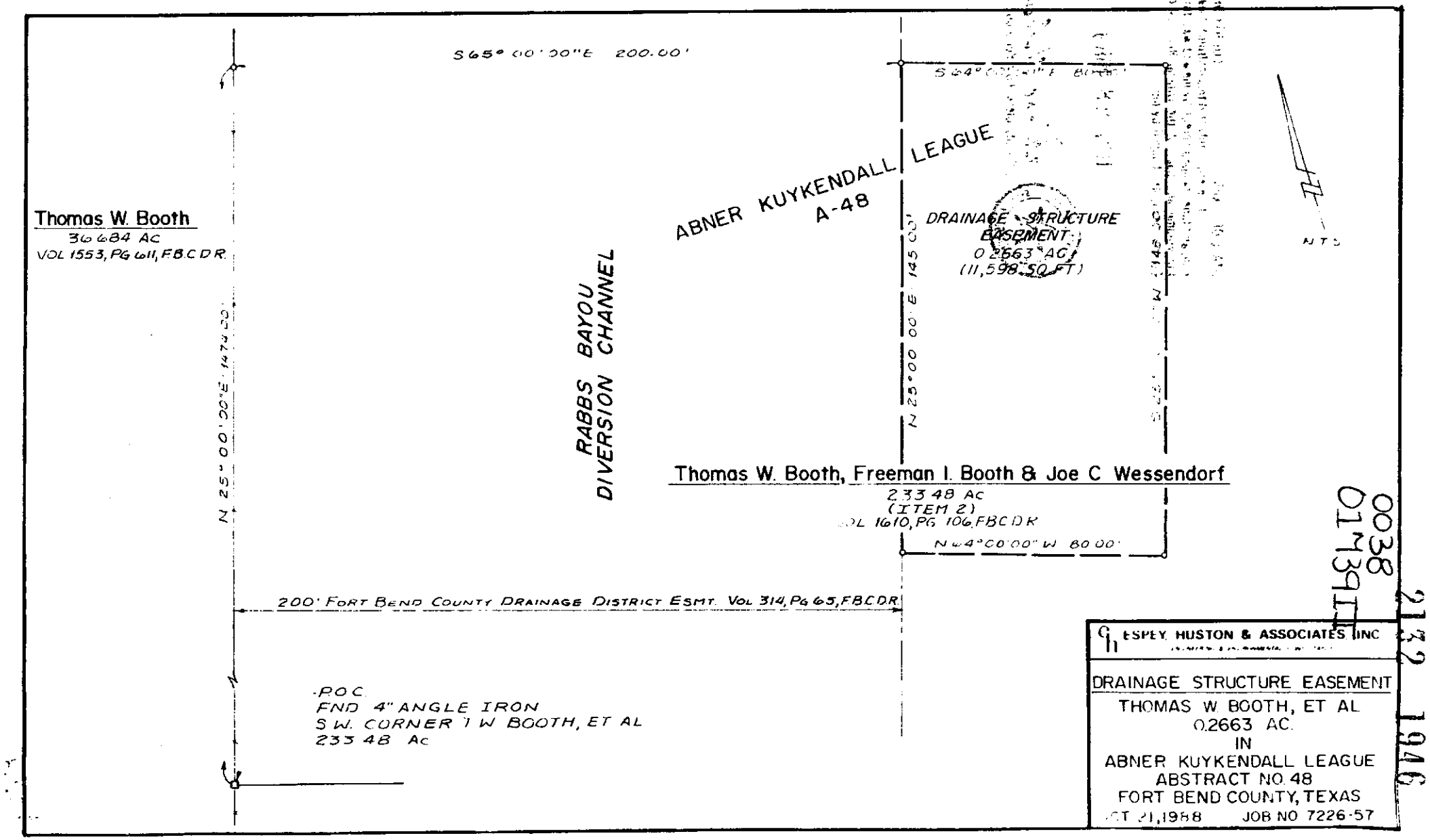
THENCE, South 25°00'00" West, a distance of 145.00 feet to a point for the southeast corner of the herein described tract;

THENCE, North 64°00'00" West, a distance of 80.00 feet to a point in the east line of said easement for the southwest corner of the herein described tract;

THENCE, with said east line, North 25°00'00" East, a distance of 145.00 feet to the POINT OF BEGINNING and containing 0.2663 acres of land.

EXHIBIT "A"

AS PER ORIGINAL



ESPEY, HUSTON & ASSOCIATES, INC

DRAINAGE STRUCTURE EASEMENT
THOMAS W. BOOTH, ET AL
0.2663 AC.
IN
ABNER KUYKENDALL LEAGUE
ABSTRACT NO. 48
FORT BEND COUNTY, TEXAS
OCT 21, 1988 JOB NO 7226-57

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FILED

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Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY

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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 28 1989

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

3/00 1/00 copy

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AS PER ORIGINAL

RABBS BAYOU MAINTENANCE EASEMENTS

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS that RIVERBROOK ASSOCIATES, a Texas joint venture composed of Rylis Realty Company, a Texas corporation, and American Newland Associates, a California general partnership (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, Rabbs Bayou Maintenance Easements (the "Easements") upon, over, through, under and across those certain tracts of land comprising a total of 4.4342 acres of land, more or less, in Fort Bend County, Texas, as described by metes and bounds in Exhibits "A" -- "C" attached hereto and incorporated herein for all purposes (herein referred to as the "Subject Properties"), for the following purposes, to wit:

(1) the right to survey, maintain, repair, reconstruct, and inspect a drainage channel on the Subject Properties;

(2) the right to own, install and maintain culverts and any and all other similar types of drainage structures, equipment and appurtenances connected to the drainage channel on the Subject Properties;

(3) the right to bring in on or dispose of soil from the Subject Properties;

(4) the right to bring upon the Subject Properties and operate thereon all machinery and equipment necessary for the Grantee to efficiently prosecute the work.

The Grantee, its successors and assigns, shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said Easements and Subject Properties.

~~Call when ready Robyn Stover 651-2672~~

return to Solida

In addition to all other rights which are reserved to Grantor, its successors or assigns, as a matter of law, there is expressly reserved to Grantor herein, its successors or assigns, the following rights with reference to the Subject Properties covered by the Easements herein conveyed:

(1) Grantor, its successors and assigns, reserves the oil, gas and minerals in and under the land covered by these Easements; provided, however, that during the life of these Easements no mining or drilling operations shall be conducted upon the surface of the Subject Properties.

(2) Grantor herein reserves to itself, its successors and assigns, the right, at its sole cost and expense, to cross the Subject Properties with any and all roads, lines, mains, bridges and other facilities and structures for all public and private transportation and/or utility purposes, or to grant to others these same rights; provided, however, that all such items shall be constructed, installed, operated and maintained in accordance with applicable laws, rules and regulations and shall not interfere with, disturb or limit in any way any of the purposes for which these Easements are granted, or the then existing drainage capacity of Rabbs Bayou.

To have and to hold unto the Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or useful to the Grantee, its successors or assigns, for any of the purposes for which these Easements have been granted.

Grantor does further BARGAIN, GRANT, SELL and CONVEY and by these presents does BARGAIN, GRANT, SELL and CONVEY unto the Grantee, its successors and assigns, all of Grantor's rights, title and interests in and to all culverts, channels, ditches, levees, dams and drainage structures of whatever type currently existing on the Subject Properties.

This conveyance is made subject to all easements, restrictions, covenants, conditions, rights-of-way, and mineral or royalty reservations or leases of record, and to matters a current survey or inspection of the Subject Properties would reflect.

Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises, against every person whomsoever lawfully

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claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

WITNESS THE EXECUTION HEREOF, this 7th day of October, 1988.

RIVERBROOK ASSOCIATES,
a Texas joint venture, by
its venturers

Rylis Realty Company,
a Texas corporation

By: _____
W. G. Orr
Senior Vice President

ATTEST:

By: _____
Peter C. Houghton
Assistant Secretary

(SEAL)

American Newland Associates,
a California general partnership, by its partners

American General Realty
Investment Corporation,
a Texas corporation

By: _____
W. G. Orr
Senior Vice President

ATTEST:

By: _____
Peter C. Houghton
Assistant Secretary

(SEAL)

The Newland Group, Inc,
a California corporation

By: _____
Robert B. McLeod
President

ATTEST:

By: _____
LaDonna K. Monsees
Vice Pres. & Asst. Secretary

(SEAL)

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ATTEST:

By: LaDonna K. Monsees
Vice Pres. & Asst. Secretary

(SEAL)

By: J. F. Jenkins
Vice President

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of October, 1988, by W. G. Orr, Senior Vice President, Rylis Realty Company, a Texas corporation, as a venturer of Riverbrook Associates, a Texas joint venture.

SUZETTE FREEMAN
Notary Public, State of Texas
My Commission Expires 1-4-92
(NOTARY SEAL)

Suzette Freeman
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of October, 1988, by W. G. Orr, Senior Vice President of American General Realty Investment Corporation, a Texas corporation, as a partner of American Newland Associates, a California general partnership, in its capacity as a venture partner of Riverbrook Associates, a Texas joint venture.

SUZETTE FREEMAN
Notary Public, State of Texas
My Commission Expires 1-4-92
(NOTARY SEAL)

Suzette Freeman
Notary Public, State of Texas

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STATE OF CALIFORNIA §

COUNTY OF San Diego §

This instrument was acknowledged before me on the 10th day of October, 1988, by Robert B. McLeod, President of The Newland Group, Inc., a California corporation, as a partner of American Newland Associates, a California general partnership, in its capacity as a venture partner of Riverbrook Associates, a Texas joint venture.

OFFICIAL SEAL
SANDRA L. RUSSELL
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Exp. August 18, 1992
(NOTARY SEAL)

Sandra L. Russell
Notary Public, State of ~~Texas~~ California

STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 7th day of October, 1988, by J. F. Jenkins, Vice President of The Newland Group, Inc., a California corporation, as a partner of American Newland Associates, a California general partnership, in its capacity as a venture partner of Riverbrook Associates, a Texas joint venture.

NOTARY PUBLIC
BERNICE ELLINGHAUSEN
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 28, 1991
STATE OF TEXAS
(NOTARY SEAL)

Bernice Ellinghausen
Notary Public, State of Texas

NOTE: Upon recording,
return to Grantee:

c/o Vinson & Elkins
Attention: Lynne B. Humphries
2829 First City Tower
1001 Fannin Street
Houston, Texas 77002-6760

A:\WP01FB11\RABB-MNT.CTY

FN614

ESPEY, HUSTON & ASSOCIATES, INC.

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AS PER ORIGINAL
01739 PP

30' Maintenance Easement

METES AND BOUNDS DESCRIPTION
of 1.9061 Acres in the
Joseph Kuykendall League
Abstract No. 49
Fort Bend County, Texas

Parcel 6-A
Riverbrook Associates Tract
September 24, 1988
EH&A Job No. 10771-04

Being a 30' wide strip containing 1.9061 acres of land, located in the Joseph Kuykendall League, Abstract No. 49, Fort Bend County, Texas, being a part of two tracts conveyed to Riverbrook Associates by separate documents as follows: a called 201.716 acre tract by a deed of record dated October 3, 1986, as recorded in Volume 1885, Page 2112 of the deed records of said Fort Bend County, Texas, (F.B.C.D.R.), and a called 676.966 acre tract by a deed of record dated October 4, 1985, as recorded in Volume 1765, Page 483, F.B.C.D.R., said 1.9061 acres being more particularly described as follows:

COMMENCING at the southwest corner of said Riverbrook Associates 201.683 acre tract from which a 5/8-inch iron rod found bears North 87° West, 1.02 feet, same point being on the existing east right-of-way line of Farm to Market Road 2759, (F.M. 2759), also known as Crabb River Road, (width varies), same point being the southwest corner of a 5.260 acre tract conveyed to the State of Texas, by a deed of record dated November 1, 1977, as recorded in Volume 747, Page 204, F.B.C.D.R.; THENCE, along a line common to the west line of said Riverbrook 201.683 acre tract and the existing east right-of-way of said F.M. 2759 the following courses:

North 24°41'29" East, (called North 23°58'47" East), a distance of 164.95 feet to a point from which a concrete monument found bears South 56° West, 1.94 feet;

North 23°22'01' East, (called North 22°39'19" East), a distance of 453.02 feet to a 5/8-inch iron rod found for the beginning of a non-tangent 22,978.31 foot radius curve to the left;

Northeasterly, 627.13 feet along the arc of said curve to the left having a radius of 22,978.31 feet, a central angle of 01°33'49", a chord bearing and distance of North 24°28'57" East, 627.11 feet to the southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing along said common line, northeasterly 42.22 feet along the arc of said curve to the left having a radius of 22,978.31 feet, a central angle of 00°06'19", a chord bearing and distance of North 23°38'53" East, 42.22 feet to a point for the northwest corner of the herein described tract;

EXHIBIT "A"

THENCE, along the north line of the herein described tract being 130 feet to the north of and parallel to the existing centerline of Rabbs Bayou the following courses:

North 72°30'03" East, a distance of 158.95 feet to a point;

North 78°45'30" East, a distance of 197.56 feet to a point;

North 83°11'32" East, a distance of 254.53 feet to a point;

North 89°27'49" East, a distance of 425.07 feet to a point;

South 68°30'54" East, a distance of 422.89 feet to a point;

South 67°24'09" East, a distance of 456.62 feet to a point;

South 57°19'46" East, a distance of 34.49 feet to a point on a line common to the east line of said 201.716 acre Riverbrook tract and the west line of said 676.966 acre Riverbrook tract;

South 57°19'46" East, continuing along said north line, a distance of 93.91 feet to a point;

South 51°33'41" East, a distance of 371.18 feet to a point;

South 52°39'38" East, a distance of 341.71 feet to a point;

South 46°39'11" East, a distance of 7.64 feet to a point on the west right-of-way line of Tara Boulevard as shown on a street dedication plat recorded on slide number 948B of the Map Records of said Fort Bend County, same point being the northeast corner of the herein described tract;

THENCE, South 24°51'18" West, along said west right-of-way line of said Tara Boulevard, a distance of 31.63 feet to a point for the southwest corner of the herein described tract;

THENCE, along said south line, same line being 100 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses:

North 46°39'11" West, a distance of 16.10 feet to a point;

North 52°39'38" West, a distance of 340.43 feet to a point;

North 51°33'41" West, a distance of 369.96 feet to a point;

North 57°19'46" West, a distance of 124.25 feet to a point;

North 67°24'09" West, a distance of 453.69 feet to a point;

North 68°30'54" West, a distance of 416.76 feet to a point;

South 89°27'49" West, a distance of 417.59 feet to a point;

South 83°11'32" West, a distance of 251.72 feet to a point;

South 78°45'30" West, a distance of 194.76 feet to a point;

South 72°30'03" West, a distance of 149.11 feet to a point;

THENCE, South 69°39'00" West, continuing along said south line, a distance of 36.03 feet to the POINT OF BEGINNING and containing 1.9061 acres of land, more or less.

AS PER ORIGINAL 2074 2319

2132 1958
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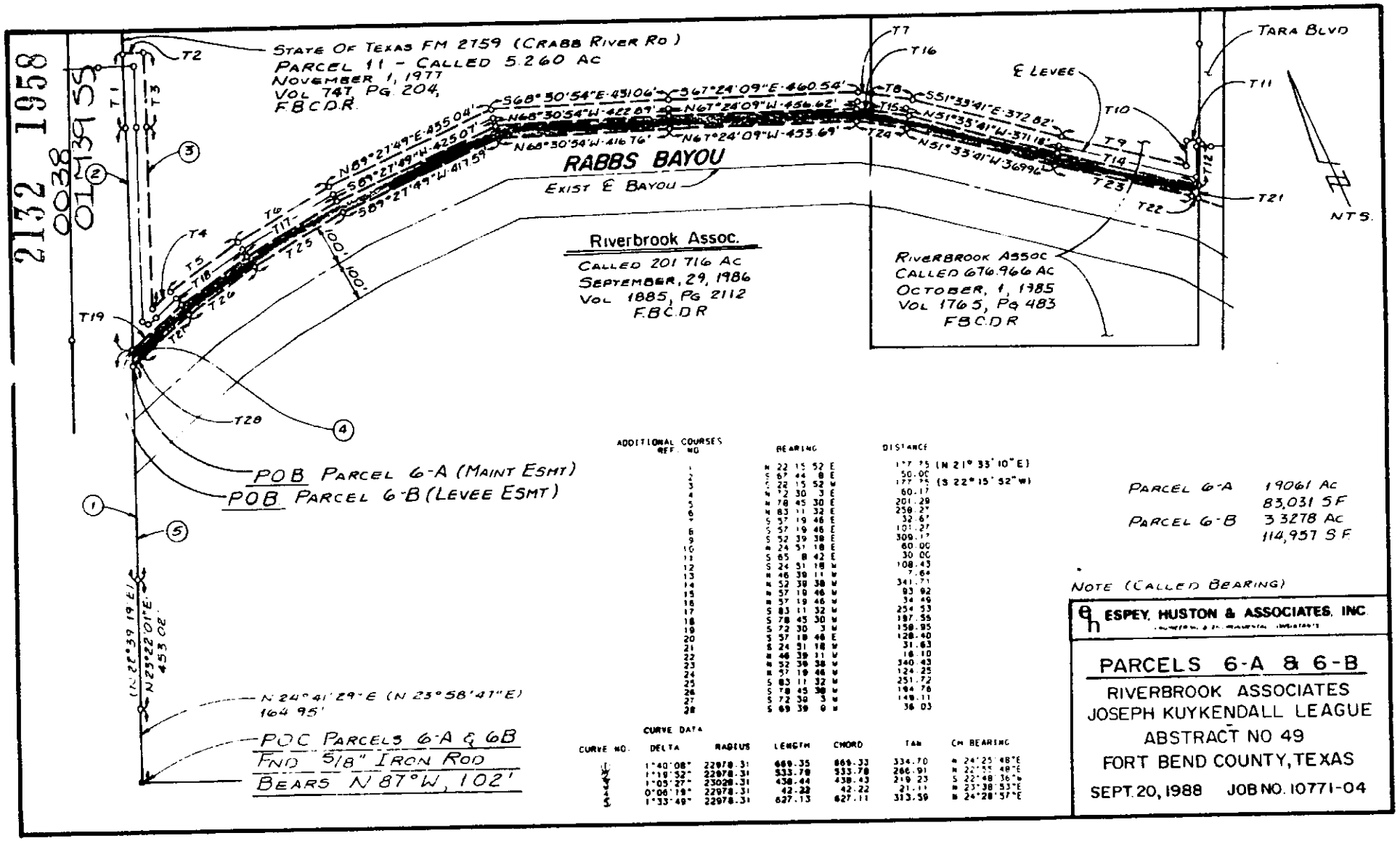

ADDITIONAL COURSES REF. NO	BEARING	DISTANCE
1	N 22 15 52 E	177.75 (N 21° 33' 10" E)
2	S 67 44 8 E	50.00
3	S 22 15 52 W	177.75 (S 22° 15' 52" W)
4	N 72 30 3 E	60.17
5	N 78 45 30 E	201.29
6	N 83 11 32 E	258.27
7	S 57 19 46 E	32.67
8	S 57 19 46 E	101.27
9	S 52 39 38 E	309.17
10	N 24 51 18 E	60.00
11	S 65 8 42 E	30.00
12	S 24 51 18 W	108.43
13	N 46 39 11 W	7.64
14	N 52 39 38 W	341.71
15	N 57 19 46 W	83.92
16	N 57 19 46 W	34.49
17	S 83 11 32 W	254.53
18	S 78 45 30 W	197.55
19	S 72 30 3 W	158.95
20	S 57 19 46 E	128.40
21	S 24 51 18 W	31.63
22	N 46 39 11 W	16.10
23	N 52 39 38 W	340.43
24	N 57 19 46 W	124.25
25	S 83 11 32 W	251.72
26	S 78 45 30 W	194.76
27	S 72 30 3 W	149.11
28	S 69 39 0 W	36.03

CURVE DATA

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	TAN	CH BEARING
1	1°40'08"	22978.31	669.35	669.33	334.70	N 24°25'48"E
2	1°19'52"	22978.31	533.78	533.78	266.91	N 22°55'48"E
3	1°05'27"	23028.31	438.44	438.43	219.23	S 22°48'36"W
4	0°06'19"	22978.31	42.22	42.22	21.11	N 23°38'53"E
5	1°33'49"	22978.31	627.13	627.11	313.59	N 24°28'57"E

PARCEL 6-A	1.9061 AC 83,031 SF
PARCEL 6-B	3.3278 AC 114,957 SF

NOTE (CALLED BEARING)

ESPEY, HUSTON & ASSOCIATES, INC.

PARCELS 6-A & 6-B
RIVERBROOK ASSOCIATES
JOSEPH KUYKENDALL LEAGUE
ABSTRACT NO 49
FORT BEND COUNTY, TEXAS
SEPT. 20, 1988 JOB NO. 10771-04

EXHIBIT "A"
4

2074 2320
2132 1959
FN615
AS PER ORIGINAL
0038
01739TT

30' Maintenance Easement

METES AND BOUNDS DESCRIPTION
of 1.5080 Acres in the
Joseph Kuykendall League
Abstract No. 49
and the
Abner Kuykendall League
Abstract No. 48
Fort Bend County

Parcel 6-E
Riverbrook Associates Tracts
September 24, 1988
EH&A Job No. 10771-04

Being a 30 foot wide strip, containing 1.5080 acres of land located in the Joseph Kuykendall League, Abstract No. 49 and the Abner Kuykendall League, Abstract No. 48, Fort Bend County, Texas, being a part of two tracts conveyed to Riverbrook Associates by two transactions as follows: a 42.062 acre tract by a deed of record dated September 17, 1986, as recorded in Volume 1881, Page 946, of the deed records of said Fort Bend County, Texas, (F.B.C.D.R.), and a 207.572 acre tract by a deed of record dated November 20, 1985, as recorded in Volume 1794, Page 567, F.B.C.D.R., said 1.5080 acre tract described more particularly as follows:

COMMENCING at a 1-inch iron pipe found for a corner common to the southwest corner of Tract "D", called to contain 0.5187 acres of land, allotted to Eugene Cobbin by Final Decree Confirming Partition, (Final Decree), dated March 19, 1975, as recorded in Volume 704, Page 1, F.B.C.D.R., said common corner also being the southernmost southeast corner of said Riverbrook 207.572 acre tract; THENCE, North 25°18'58" East, (called North 25°38'30" East), along a line common to the west line of Tracts "D", "C", "C-1", "D-1", "E-1", "F-1", and "C-2", of said Final Decree, and the southernmost east line of said Riverbrook 207.572 acre tract, a distance of 1277.13 feet to a point on the south line of a maintenance easement, same point being the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, along the south line of said maintenance easement, same being 100 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses:

North 87°47'01" West, a distance of 77.31 feet to a point;

North 65°49'35" West, a distance of 510.38 feet to a point;

EXHIBIT "B"

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AS PER ORIGINAL

North 61°58'00" West, a distance of 774.57 feet to a point;

North 41°08'12" West, a distance of 209.09 feet to a point;

North 42°35'49" West, a distance of 270.12 feet to a point;

North 54°46'07" West, a distance of 147.00 feet to a point;

North 72°47'53" West, a distance of 122.80 feet to a point;

North 86°07'04" West, a distance of 72.58 feet to a point on a line common to the east line of a joint levee and maintenance easement and the west line of the herein described tract, same point being the southwest corner of the herein described tract;

THENCE, North 03°52'56" East, along said common line, a distance of 30.00 feet to a corner common to the northeast corner of said joint use easement and the northwest corner of the herein described tract;

THENCE, along the north line of said maintenance easement, same line being 130 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses:

South 86°07'04" East, a distance of 76.08 feet to a point;

South 72°47'53" East, a distance of 131.06 feet to a point;

South 54°46'07" East, a distance of 154.96 feet to a point;

South 42°35'49" East, a distance of 273.70 feet to a point;

South 41°08'12" East, a distance of 203.96 feet to a point;

South 61°58'00" East, a distance of 768.04 feet to a point;

South 65°49'35" East, a distance of 503.55 feet to a point;

South 87°47'01" East, a distance of 84.28 feet to a point on said line common to the southernmost east line of said Riverbrook 207.572 acre tract and the west line of said Tract "C-2", called to contain 2.470 acres of land, allotted to Clyde Cobbin by said Final Decree, same line being the east line of the herein described tract;

THENCE, South 25°18'58" West, (called South 25° West), along said common line, a distance of 32.61 feet to the POINT OF BEGINNING and containing 1.5080 acres of land, more or less.

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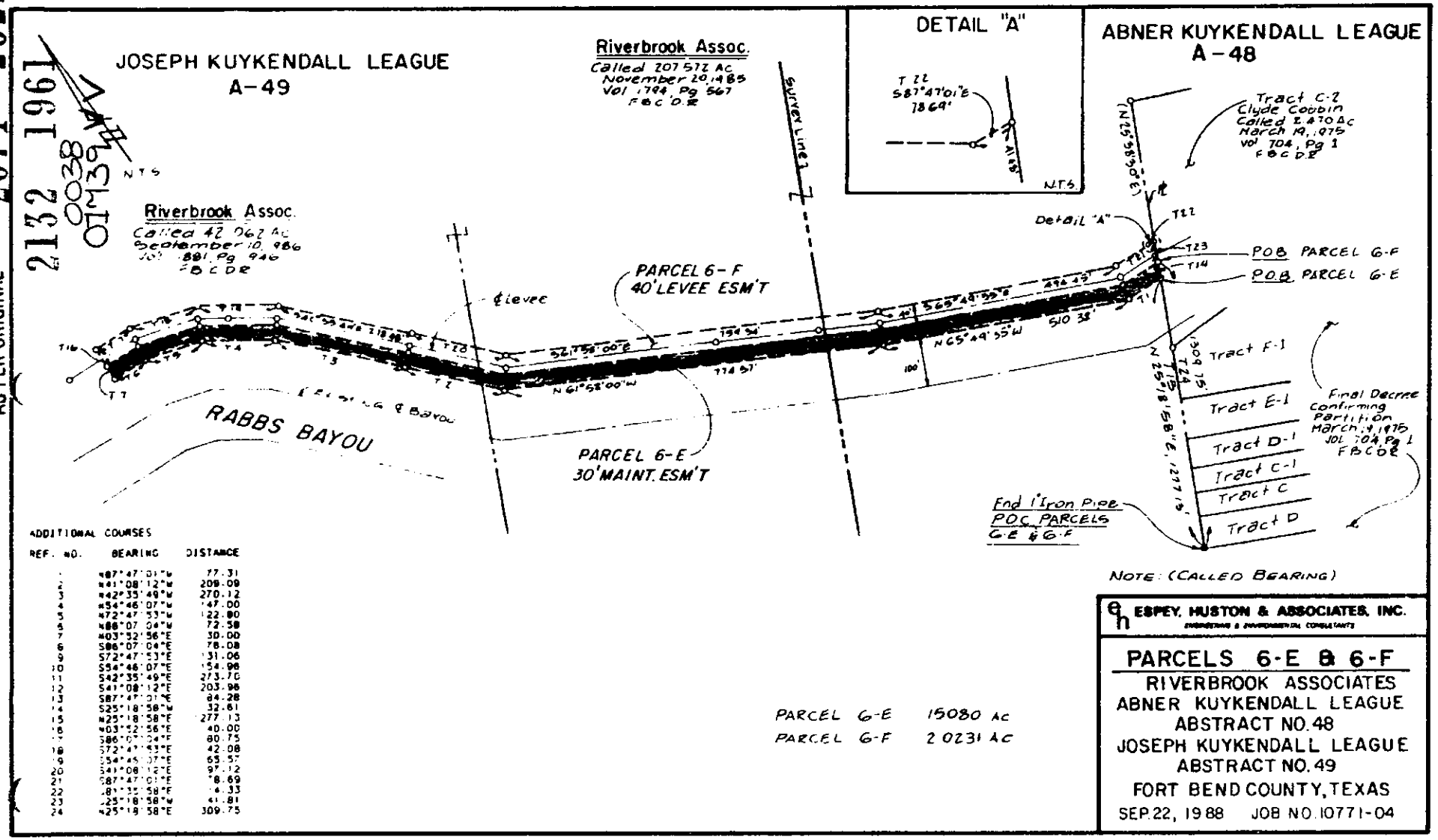
AS PER ORIGINAL



ADDITIONAL COURSES

REF. NO.	BEARING	DISTANCE
1	N87°47'01"W	77.31
2	N41°08'12"W	209.09
3	N42°35'49"W	270.12
4	N54°46'07"W	147.00
5	N72°47'53"W	122.80
6	N86°07'04"W	72.58
7	N03°52'56"E	30.00
8	S86°07'04"E	78.08
9	S72°47'53"E	131.06
10	S54°46'07"E	154.96
11	S42°35'49"E	273.70
12	S41°08'12"E	203.96
13	S87°47'01"E	84.28
14	S25°18'58"W	32.61
15	N25°18'58"E	277.13
16	N03°52'56"E	40.00
17	S86°07'04"E	80.75
18	S72°47'53"E	42.08
19	S54°46'07"E	65.57
20	S41°08'12"E	97.12
21	S87°47'01"E	78.69
22	S81°35'58"E	14.33
23	S25°18'58"W	41.81
24	N25°18'58"E	309.75

PARCEL 6-E 15080 Ac

PARCEL 6-F 2.0231 Ac

ESPEY, HUSTON & ASSOCIATES, INC.
ENGINEERING & ENVIRONMENTAL CONSULTANTS

PARCELS 6-E & 6-F

RIVERBROOK ASSOCIATES
ABNER KUYKENDALL LEAGUE
ABSTRACT NO. 48
JOSEPH KUYKENDALL LEAGUE
ABSTRACT NO. 49
FORT BEND COUNTY, TEXAS
SEP. 22, 1988 JOB NO. 10771-04

EXHIBIT "B"
3

2074 2323
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ESPEY, HUSTON & ASSOCIATES, INC.

30' Maintenance Easement

METES AND BOUNDS DESCRIPTION
of 1.0201 Acres (44,435 Sq. Ft.) in the
Abner Kuykendall League
Abstract No. 48
Fort Bend County, Texas

Parcel 6-G
Riverbrook Associates
September 24, 1988
EH&A Job No. 10771-04

Being a 30 foot wide strip of land containing 1.0201 acres (44,435 square feet), located in the Abner Kuykendall League, Abstract No. 48, being a part of a called 211.322 acre tract conveyed to Riverbrook Associates by a deed of record dated February 21, 1986, as recorded in Volume 1831, Page 129 of the deed records of said Fort Bend County, Texas, (F.B.C.D.R.), said 1.0201 acres (44,435 square feet) tract being more particularly described as follows:

COMMENCING at an iron axle found for the northeast corner of the remainder of a 17.82 acre tract now or formerly owned by Eddie Hackney as described by a deed of record dated November 16, 1932, as recorded in Volume 140, Page 115, F.B.C.D.R., same corner being the southernmost reentrant corner on the west line of said Riverbrook 211.322 acre tract; THENCE, South 25°30'14" West, (called South 25° West), along a line common to the east line of said Eddie Hackney 17.82 acre tract and the southernmost west line of said Riverbrook 211.322 acre tract, a distance of 738.34 feet to a 1/2" iron pipe found for the northeast corner of a called 2.00 acre tract conveyed to Mark Crenshaw by a deed of record executed December 10, 1986, as recorded in Volume 1905, Page 1129, F.B.C.D.R.; THENCE, South 25°30'14" West, (called South 25° West), along a line common to the east line of said Mark Crenshaw 2.00 acre tract and the southernmost west line of said 211.322 acre Riverbrook tract, a distance of 244.03 feet to a point on the north line of a maintenance easement, same point being the most westerly northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, along the north line of said maintenance easement, same line being 130 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses:

South 50°44'24" East, a distance of 26.49 feet to a point;

South 57°05'58" East, a distance of 708.80 feet to a point;

EXHIBIT "C"

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AS PER ORIGINAL

South 67°17'42" East, a distance of 94.35 feet to a point;

South 74°32'14" East, a distance of 650.87 feet to a point on a line common to the east line of said Riverbrook Associates 211.322 acre tract and the west line of a tract of land now or formerly owned by Helen Ann Ragsdale, described in a deed recorded in Volume 489, Page 369, F.B.C.D.R., said point being the northeast corner of the herein described tract;

THENCE, South 23°43'47" West, along said common line, a distance of 30.32 feet to a point for the southeast corner of the herein described tract;

THENCE, along the south line of said maintenance easement, same line being 100 feet at a right angle to the north of and parallel to the existing centerline or Rabbs Bayou the following courses:

North 74°32'14" West, a distance of 648.41 feet to a point;

North 67°17'42" West, a distance of 98.93 feet to a point;

North 57°05'58" West, a distance of 713.14 feet to a point;

North 50°44'24" West, a distance of 20.81 feet to a point on a line common to the east line of said 2.00 acre Mark Crenshaw tract and the southernmost west line of the Riverbrook Associates 211.322 acre tract, said point being the southwest corner of the herein described tract;

THENCE, North 25°30'14" East (called North 25° East), along said common line, a distance of 30.89 feet to the POINT OF BEGINNING and containing 1.0201 acres (44,435 square feet) of land, more or less.

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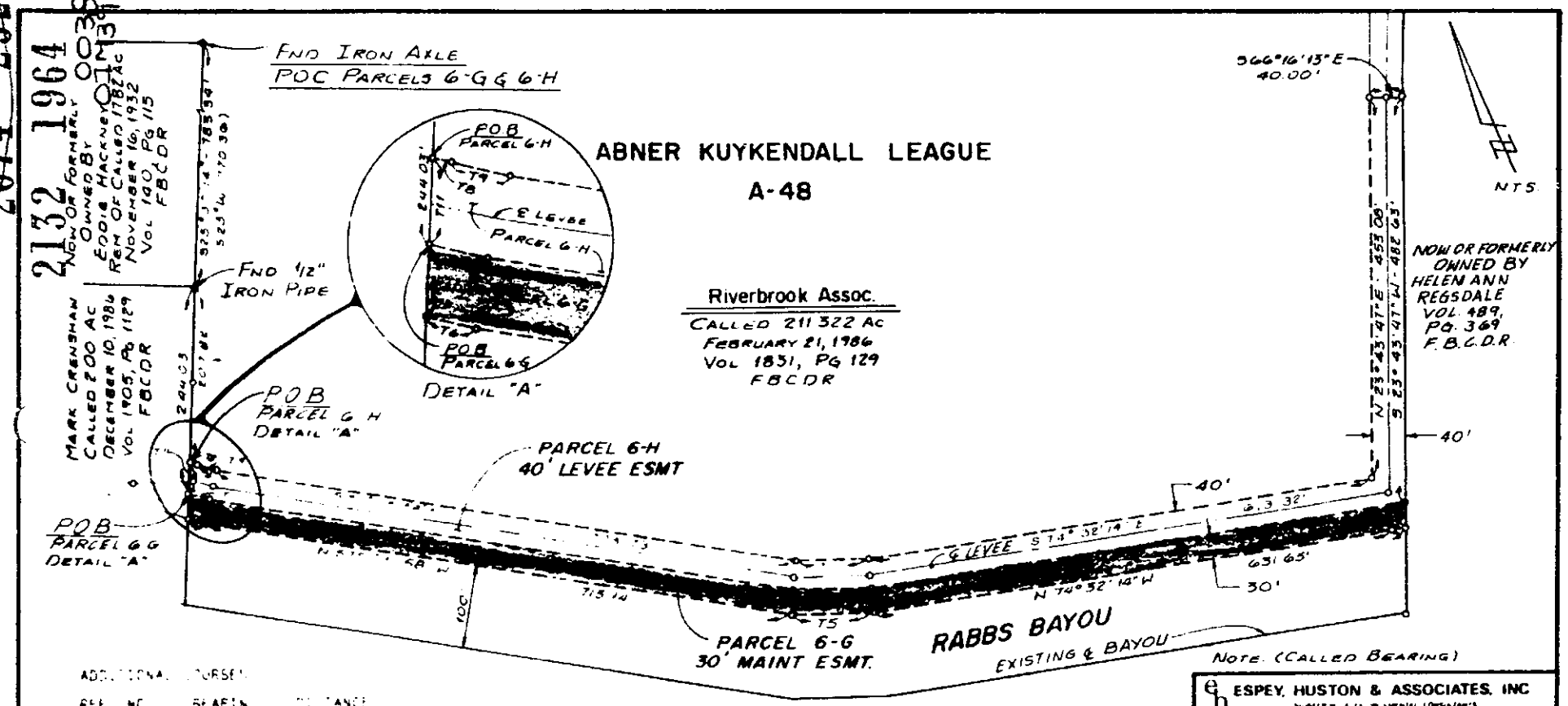
AS PER ORIGINAL



ADDITIONAL COURSES

REFERENCE	BEARING	DISTANCE
	S50°44'24"E	26.49
2	S67°17'42"E	94.31
3	S23°43'47"W	36.32
4	N74°32'14"W	16.76
5	N67°17'42"W	98.93
6	N50°44'24"W	20.81
7	N25°30'14"E	70.69
8	S49°39'24"E	8.94
9	S50°44'24"E	24.22
10	S67°17'42"E	89.61
11	N25°30'14"E	36.21

PARCEL 6-G 10201 AC
44,435.5 SF
PARCEL 6-H 1.6024 AC
69,802.9 SF

ESPEY, HUSTON & ASSOCIATES, INC

PARCELS 6-G & 6-H
RIVERBROOK ASSOCIATES
ABNER KUYKENDALL LEAGUE
ABSTRACT NO. 48
FORT BEND COUNTY, TEXAS
SEPT. 27, 1988 JOB NO. 10771-04

EXHIBIT "C"
3

~~2074 2326~~

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FILED

'88 OCT 18 P4:16

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 Official Records of Fort Bend County, Texas as stamped by me.

OCT 20 1988

COUNTY CLERK FORT BEND COUNTY, TEXAS

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

2132 1966
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CERTIFICATE OF CORPORATE AUTHORITY

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, the undersigned officer of RYLIS REALTY COMPANY, a Texas corporation, hereby certify that W. G. Orr is the Senior Vice President of said corporation and that in such capacity he executed the Rabbs Bayou Maintenance Easements, the Right-of-Way Easements for Levees, the Rabbs Bayou Levee Right-of-Way Easements, the Right-of-Way Easements for Drainage Ditches, the Embankment Easements, and the Drainage Easements (copies of which are attached hereto) granted to Fort Bend County and Fort Bend County Levee Improvement District No. 11 by Riverbrook Associates, a Texas joint venture composed of Rylis Realty Company, a Texas corporation, and American Newland Associates, a California general partnership composed of American General Realty Investment Corporation, a Texas corporation, and The Newland Group, Inc., a California corporation, and that such execution of said easements was duly authorized and adopted in conformity with its Articles of Incorporation and By-Laws.

WITNESS MY HAND AND THE SEAL OF THE CORPORATION, this the 13TH day of FEBRUARY, 1989.

RYLIS REALTY COMPANY

By: Peter C. Houghton
Name: Peter C. Houghton
Title: Asst. Secretary

RYLIS REALTY COMPANY CORPORATE SEAL HOUSTON, TEXAS
(SEAL)

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2132 1967
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01739 BBB

CERTIFICATE OF CORPORATE AUTHORITY

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, the undersigned officer of AMERICAN GENERAL REALTY INVESTMENT CORPORATION, a Texas corporation, hereby certify that W. G. Orr is the Senior Vice President of said corporation and that in such capacity he executed the Rabbs Bayou Maintenance Easements, the Right-of-Way Easements for Levees, the Rabbs Bayou Levee Right-of-Way Easements, the Right-of-Way Easements for Drainage District, the Embankment Easements, and the Drainage Easements (copies of which are attached hereto) granted to Fort Bend County and Fort Bend County Levee Improvement District No. 11 by Riverbrook Associates, a Texas joint venture composed of Rylis Realty Company, a Texas corporation, and American Newland Associates, a California general partnership composed of American General Realty Investment Corporation, a Texas corporation, and The Newland Group, Inc., a California corporation, and that such execution of said easements was duly authorized and adopted in conformity with its Articles of Incorporation and By-Laws.

WITNESS MY HAND AND THE SEAL OF THE CORPORATION, this the 13 day of FEBRUARY, 1989.

AMERICAN GENERAL REALTY
INVESTMENT CORPORATION

By: Peter C. Houghton
Name: Peter C. Houghton
Title: Asst. Secretary

AMERICAN GENERAL REALTY INVESTMENT CORPORATION
(SEAL)

A:\WP01FB11\CERTCORP.AG

2132 1968
0038
01739 CCC

CERTIFICATE OF CORPORATE AUTHORITY

THE STATE OF CALIFORNIA §
§
COUNTY OF SAN DIEGO §

I, the undersigned officer of THE NEWLAND GROUP, INC., a California corporation, hereby certify that Robert B. McLeod is the President and that J. F. Jenkins is the Vice President of said corporation and that in such capacity they executed the Rabbs Bayou Maintenance Easements, the Right-of-Way Easements for Levees, the Rabbs Bayou Levee Right-of-Way Easements, the Right-of-Way Easements for Drainage Ditches, the Embankment Easements, and the Drainage Easements (copies of which are attached hereto) granted to Fort Bend County and Fort Bend County Levee Improvement District No. 11 by Riverbrook Associates, a Texas joint venture composed of Rylis Realty Company, a Texas corporation, and American Newland Associates, a California general partnership composed of American General Realty Investment Corporation, a Texas corporation, and The Newland Group, Inc., a California corporation, and that such execution of said easements was duly authorized and adopted in conformity with its Articles of Incorporation and By-Laws.

WITNESS MY HAND AND THE SEAL OF THE CORPORATION, this the 20 day of February, 1989.

THE NEWLAND GROUP, INC.

By: LaDonna K. Monsees
LaDonna K. Monsees
Vice President and Assistant Secretary

THE NEWLAND GROUP, INC. INCORPORATED June 3, 1987 CALIFORNIA

(SEAL)

A:\WP01FB11\CERTCORP.NG

FILED

'89 JUN 26 P3:32

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY

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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 28 1989

COUNTY CLERK FORT BEND COUNTY TEXAS

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

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3930329 8357408

RABBS BAYOU MAINTENANCE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS that CLYDE COBBIN (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, a Rabbs Bayou Maintenance Easement and right-of-way (the "Easement") upon, over, through, under and across that certain tract of land comprising 0.1827 acres of land, more or less, in Fort Bend County, Texas, as described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (herein referred to as the "Subject Property"), for the following purposes, to wit:

(1) the right to survey, construct, own, excavate, maintain, repair, reconstruct, and inspect a drainage channel on the Subject Property;

(2) the right to own, excavate, install and maintain culverts and any and all other similar types of drainage structures, equipment and appurtenances connected to the drainage channel on the Subject Property;

(3) the right to bring in on or dispose of soil from the Subject Property;

(4) the right to bring upon the Subject Property and operate thereon all machinery and equipment necessary for the Grantee to efficiently prosecute the work.

The Grantee, its successors and assigns, shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said Easement and Subject Property.

In addition to all other rights which are reserved to Grantor, his successors or assigns, as a matter of law, Grantor, his successors and assigns, reserves the oil, gas and minerals in and under the land covered by this Easement; provided, however, that during the life of this Easement no mining or drilling operations shall be conducted upon the surface of the Subject Property.

To have and to hold unto the Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or useful to the Grantee, its

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successors or assigns, for any of the purposes for which this Easement has been granted.

Grantor does further BARGAIN, GRANT, SELL and CONVEY and by these presents does BARGAIN, GRANT, SELL and CONVEY unto the Grantee, its successors and assigns, all of Grantor's rights, title and interests in and to all culverts, channels, ditches, levees, dams and drainage structures of whatever type currently existing on the Subject Property.

This conveyance is made subject to all easements, restrictions, covenants, conditions, rights-of-way, and mineral or royalty reservations or leases of record, and to matters a current survey or inspection of the Subject Property would reflect.

Grantor does hereby bind himself, his successors and assigns, to warrant and forever defend all and singular the said premises, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS THE EXECUTION HEREOF, this 28th day of October, 1988.

Clyde Cobbin
CLYDE COBBIN

STATE OF ~~TEXAS~~ ARIZONA §
§
COUNTY OF ~~FORT BEND~~ MARICOPA §

This instrument was acknowledged before me on the 28th day of October, 1988, by Clyde Cobbin.

Judith L. Gill
Notary Public, State of ~~Texas~~ ARIZONA

(NOTARY SEAL)

My Commission Expires July 6 1990

NOTE: Upon recording, return to Grantee:

c/o Vinson & Elkins
Attention: Lynne B. Humphries
2829 First City Tower
1001 Fannin
Houston, Texas 77002-6760

A:\WP01FB11\RB-MTNES.CC

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01739 FFF

30' Maintenance Easement

METES AND BOUNDS DESCRIPTION
of 0.1827 Acre, (7,957 Sq. Ft.), in the
Abner Kuykendall League
Abstract No. 48
Fort Bend County, Texas

Parcel 9-A
Clyde Cobbin Tract
August 16, 1988
EH&A Job No. 10771-04

Being a 30 foot wide strip of land containing 0.1827 acre, located in the the Abner Kuykendall League, Abstract No. 48, Fort Bend County, Texas, being a part of Tract "C-2", called to contain 2.470 acres of land, alloted to Clyde Cobbin by Final Decree Confirming Partition, (Final Decree), dated March 19, 1975, as recorded in Volume 704, Page 1 of the Deed Records of Fort Bend County, Texas (F.B.C.D.R.), said 0.1827 acres being more particularly described as follows:

COMMENCING at a 1-inch iron pipe found for the northwest corner of a called 3.3 acre tract conveyed to C.I. McFarlane by a deed dated July 25, 1964, as recorded in Volume 457, Page 153, F.B.C.D.R.; THENCE, South 65°01'45" East, (called South 65° East), along the north line of said 3.3 acre tract, a distance of 50.03 feet, (called 50.6 feet), to a point being the northwest corner of Tract "E-2", called 2.0998 acres of land allotted to Jimmy Cobbin by said Final Decree, same point being the reentrant corner on the east line of a called 207.572 acre tract conveyed to Riverbrook Associates by a deed of record dated November 20, 1985, as recorded in Volume 1794, Page 567, F.B.C.D.R.; THENCE, South 25°18'58" West, (called South 25°38'30" West), along a line common to the east line of said Riverbrook Associates 207.572 acre tract and the west line of Tracts "E-2", "F-2", and "D-2" of said Final Decree, a distance of 1127.94 feet, (called 1127.31 feet), to a point for the southwest corner of said Tract "D-2" same point being the northwest corner of said Clyde Cobbin 2.470 acre tract; THENCE, South 25°18'58" West, (called South 25°38'30" West), continuing along a line common to the east line of said Riverbrook Associates 207.572 acre tract and the west line of said Clyde Cobbin 2.470 acre tract, a distance of 286.71 feet to a point on the north line of a 30 foot wide maintenance easement, said point being the northwest corner and the POINT OF BEGINNING of the herein described tract;

THENCE, along said north line of said 30 foot wide maintenance easement, same being 130 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses:

EXHIBIT A

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South 81°35'58" East, a distance of 78.53 feet to a point;

South 88°18'44" East, a distance of 151.73 feet to a point;

North 79°53'41" East, a distance of 35.99 feet to a point on a line common to the west line of Tract B, a called 20.000 acre tract, allotted to Willie Cobbin by said Final Decree and the east line of said Clyde Cobbin called 2.470 acre tract, said point being the northeast corner of the herein described tract;

THENCE, South 25°18'58" West, (called South 25°38'30" West), along said common line, a distance of 36.81 feet to a point on the south line of said 30 foot wide maintenance easement, said point being the southeast corner of the herein described tract;

THENCE, along said south line of said 30 foot wide maintenance easement being 100 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses;

South 79°53'41" West, a distance of 17.75 feet to a point;

North 88°18'44" West, a distance of 156.77 feet to a point;

North 81°35'58" West, a distance of 78.69 feet to a point;

North 87°47'01" West, a distance of 10.98 feet to a point on a line common to the southernmost east line of said Riverbrook Associates 207.572 acre tract and the west line of said Clyde Cobbin called 2.470 acre tract, same point being the southwest corner of the herein described tract;

THENCE, North 25°18'58" East, (called North 25°38'30" East), along said common line, a distance of 32.61 feet to the POINT OF BEGINNING and containing 0.1827 acres of land, more or less.

AS PER ORIGINAL

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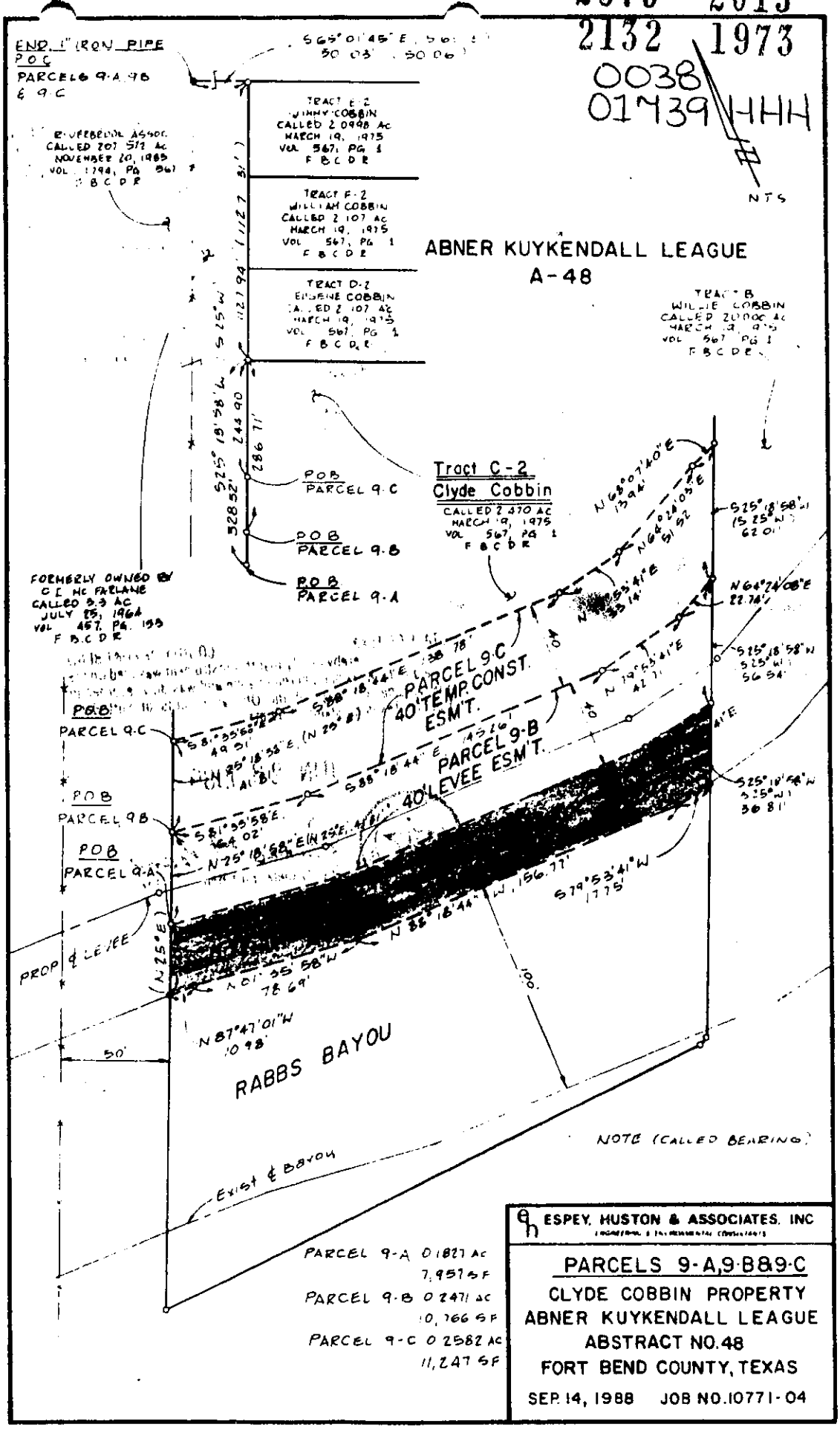

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Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

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 Official Records of Fort Bend County, Texas as stamped by me.

NOV 10 1988

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

FILED

'89 JUN 26 P3:32

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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 28 1989

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

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RABBS BAYOU MAINTENANCE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS that WILLIE COBBIN (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, a Rabbs Bayou Maintenance Easement and right-of-way (the "Easement") upon, over, through, under and across that certain tract of land comprising 0.2967 acres of land, more or less, in Fort Bend County, Texas, as described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (herein referred to as the "Subject Property"), for the following purposes, to wit:

(1) the right to survey, construct, own, excavate, maintain, repair, reconstruct, and inspect a drainage channel on the Subject Property;

(2) the right to own, excavate, install and maintain culverts and any and all other similar types of drainage structures, equipment and appurtenances connected to the drainage channel on the Subject Property;

(3) the right to bring in on or dispose of soil from the Subject Property;

(4) the right to bring upon the Subject Property and operate thereon all machinery and equipment necessary for the Grantee to efficiently prosecute the work.

The Grantee, its successors and assigns, shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress along and across and to and from said Easement and Subject Property.

In addition to all other rights which are reserved to Grantor, his successors or assigns, as a matter of law, Grantor, his successors and assigns, reserves the oil, gas and minerals in and under the land covered by this Easement; provided, however, that during the life of this Easement no mining or drilling operations shall be conducted upon the surface of the Subject Property.

To have and to hold unto the Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or useful to the Grantee, its

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successors or assigns, for any of the purposes for which this Easement has been granted.

Grantor does further BARGAIN, GRANT, SELL and CONVEY and by these presents does BARGAIN, GRANT, SELL and CONVEY unto the Grantee, its successors and assigns, all of Grantor's rights, title and interests in and to all culverts, channels, ditches, levees, dams and drainage structures of whatever type currently existing on the Subject Property.

It is agreed that if at a future time the Grantee, its successors or assigns, shall permanently cease to use said Easement for the purposes herein contained and shall permanently abandon the same, then and in such event, the said Easement above-described, together with all rights and interests held by the Grantee, its successors or assigns, by reason of this instrument, shall revert, pass to and vest in the said Grantor, his successors or assigns.

This conveyance is further made subject to any restrictions, covenants, easements, rights-of-way, and mineral and royalty reservations or interests affecting the property and appearing of record in the Official Records of Fort Bend County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Easement granted herein.

Grantor does hereby bind himself, his successors and assigns, to warrant and forever defend all and singular the said premises, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS THE EXECUTION HEREOF, this 21 day of November, 1988.

Willie Cobbin

WILLIE COBBIN

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01439 LLL

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 21 day of November, 1988, by Willie Cobbin.

BARBARA J. EBEN
Notary Public, State of Texas
My Comm. Expires Sept. 25 1990

(NOTARY SEAL)

Barbara J. Eben
Notary Public, State of Texas

NOTE: Upon recording,
return to Grantee:

c/o Vinson & Elkins
Attention: Lynne B. Humphries
2829 First City Tower
1001 Fannin
Houston, Texas 77002-6760

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2083 2661
2132 1978
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AS PER ORIGINAL

30' Maintenance Easement

METES AND BOUNDS DESCRIPTION
of 0.2967 Acre, (12,925 Sq. Ft.), in the
Abner Kuykendall League
Abstract No. 48
Fort Bend County, Texas

Parcel 10-A
Willie Cobbin Tract
August 16, 1988
EH&A Job No. 10771-04

Being a 30 foot wide strip of land containing 0.2967 acre, located in the Abner Kuykendall League, Abstract No. 48, Fort Bend County, Texas, being a part of Tract "B", called to contain 20.000 acres of land, allotted to Willie Cobbin by Final Decree Confirming Partition, (Final Decree), dated March 19, 1975, as recorded in Volume 704, Page 1 of the Deed Records of Fort Bend County, Texas, (F.B.C.D.R.), said 0.2967 acre tract being more particularly described as follows:

COMMENCING at a 1/2-inch iron pipe found for a corner common to the northeast corner of said Willie Cobbin 20.000 acre tract and the northwest corner of Tract "A" a called 8.0788 acre tract allotted to C.I. McFarlane by said Final Decree, same point being an angle point on the interior north line of a called 207.572 acre tract conveyed to Riverbrook Associates by a deed of record dated November 20, 1985, as recorded in Volume 1794, Page 567, F.B.C.D.R.; THENCE, South 25°18'19" West, (called South 25°38'30" West), along a line common to the east line of said Willie Cobbin 20.000 acre tract and the west line of said C.I. McFarlane 8.0788 acre tract, a distance of 1068.54 feet to a point on the north line of a 30 foot wide Maintenance Easement, said point being the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 25°18'19" West, (called South 25°38'30" West), continuing along said common line, a distance of 36.44 feet to a point on the south line of said maintenance easement and the southwest corner of the herein described tract;

THENCE, along the south line of said maintenance easement being 100 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses;

South 77°19'44" West, a distance of 118.59 feet to a point;

South 80°23'33" West, a distance of 73.90 feet to a point;

EXHIBIT A

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South 68°07'40" West, a distance of 133.62 feet to a point;

South 64°24'03" West, a distance of 62.91 feet to a point;

South 79°53'41" West, a distance of 41.71 feet to a point on a line common to the west line of said Willie Cobbin 20.000 acre tract and the east line of Tract C-2, a called 2.470 acre tract allotted to Clyde Cobbin by said Final Decree, same point being the southwest corner of the herein described tract;

THENCE, North 25°18'58" East, (called North 25°38'30" East), along said common line, a distance of 36.81 feet to a point on the north line of said maintenance easement and the northwest corner of the herein described tract;

THENCE, along said north line of said maintenance easement being 130 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses:

North 79°53'41" East, a distance of 16.30 feet to a point;

North 64°24'03" East, a distance of 59.80 feet to a point;

North 68°07'40" East, a distance of 137.82 feet to a point;

North 80°23'33" East, a distance of 76.32 feet to a point;

North 77°19'44" East, a distance of 131.59 feet to a point;

THENCE, North 85°44'53" East, continuing along said north line, a distance of 8.72 feet to the POINT OF BEGINNING and containing 0.2967 acre of land, more or less.

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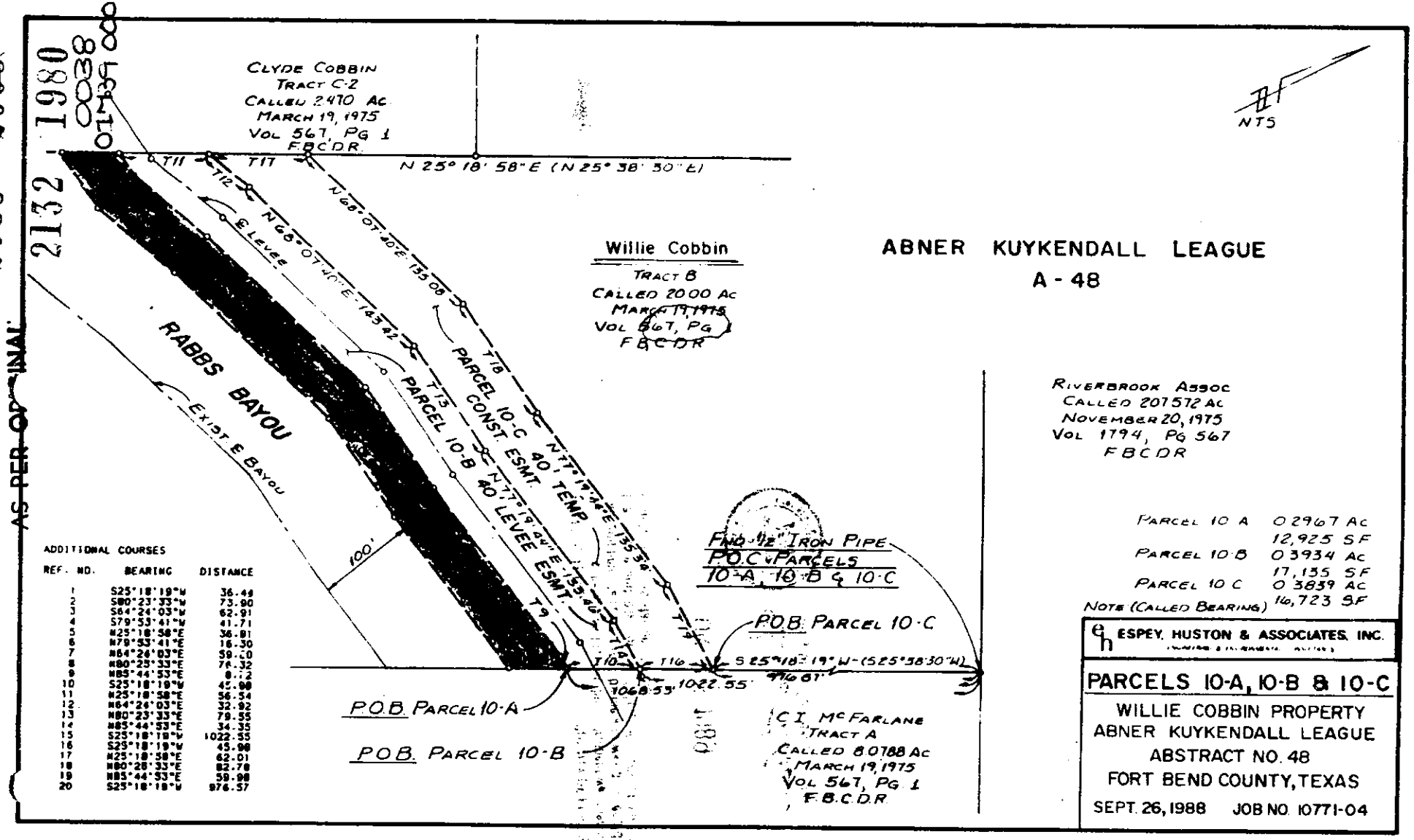
AS PER ORIGINAL



ADDITIONAL COURSES

REF. NO.	BEARING	DISTANCE
1	S25°18'19"W	36.44
2	S80°23'33"W	73.90
3	S64°24'03"W	62.91
4	S79°53'41"W	41.71
5	N25°18'58"E	36.81
6	N79°53'41"E	16.30
7	N64°24'03"E	59.20
8	N80°25'33"E	76.32
9	N85°44'53"E	8.72
10	S25°18'19"W	45.98
11	N25°18'58"E	56.54
12	N64°24'03"E	32.92
13	N80°23'33"E	79.55
14	N85°44'53"E	34.35
15	S25°18'19"W	1022.55
16	S25°18'19"W	45.98
17	N25°18'58"E	62.01
18	N80°28'33"E	82.78
19	N85°44'53"E	59.98
20	S25°18'19"W	976.57

ESPEY, HUSTON & ASSOCIATES, INC.

PARCELS 10-A, 10-B & 10-C

WILLIE COBBIN PROPERTY
ABNER KUYKENDALL LEAGUE
ABSTRACT NO. 48
FORT BEND COUNTY, TEXAS

SEPT. 26, 1988 JOB NO. 10771-04

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RABBS BAYOU MAINTENANCE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS that NANCY BONNER and THELMA ZWIENER (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, a Rabbs Bayou Maintenance Easement and right-of-way (the "Easement") upon, over, through, under and across that certain tract of land comprising 0.3026 acres of land, more or less, in Fort Bend County, Texas, as described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (herein referred to as the "Subject Property"), for the following purposes, to wit:

(1) the right to survey, construct, own, excavate, maintain, repair, reconstruct, and inspect a drainage channel on the Subject Property;

(2) the right to own, excavate, install and maintain culverts and any and all other similar types of drainage structures, equipment and appurtenances connected to the drainage channel on the Subject Property;

(3) the right to bring in on or dispose of soil from the Subject Property;

(4) the right to bring upon the Subject Property and operate thereon all machinery and equipment necessary for the Grantee to efficiently prosecute the work.

The Grantee, its successors and assigns, shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress along and across and to and from said Easement and Subject Property.

In addition to all other rights which are reserved to Grantors, their successors or assigns, as a matter of law, Grantors, their successors and assigns, reserve the oil, gas and minerals in and under the land covered by this Easement; provided, however, that during the life of this Easement no

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mining or drilling operations shall be conducted upon the surface of the Subject Property.

To have and to hold unto the Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or useful to the Grantee, its successors or assigns, for any of the purposes for which this Easement has been granted.

Grantors do further BARGAIN, GRANT, SELL and CONVEY and by these presents do BARGAIN, GRANT, SELL and CONVEY unto the Grantee, its successors and assigns, all of Grantors' rights, title and interests in and to all culverts, channels, ditches, levees, dams and drainage structures of whatever type currently existing on the Subject Property.

It is agreed that if at a future time the Grantee, its successors or assigns, shall permanently cease to use said Easement for the purposes herein contained and shall permanently abandon the same, then and in such event, the said Easement above-described, together with all rights and interests held by the Grantee, its successors or assigns, by reason of this instrument, shall revert, pass to and vest in the said Grantors, their successors or assigns.

This conveyance is further made subject to any restrictions, covenants, easements, rights-of-way, and mineral and royalty reservations or interests affecting the property and appearing of record in the Official Records of Fort Bend County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Easement granted herein.

Grantors do hereby bind themselves, their successors and assigns, to warrant and forever defend all and singular the said premises, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS THE EXECUTION HEREOF, this 21st day of November, 1988.

Nancy Bonner
NANCY BONNER

Thelma Zwiener
THELMA ZWIENER

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STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 21st day of November, 1988, by Nancy Bonner.

BARBARA J. EBEN
Notary Public, State of Texas
My Comm. Expires Sept. 25, 1990

Barbara J Eben
Notary Public, State of Texas

(NOTARY SEAL)

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 22 day of November, 1988, by Thelma Zwiener.

Betty R Brenner
Notary Public, State of Texas

(NOTARY SEAL)

BETTY R. BRENNER
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 8, 1989 92

NOTE: Upon recording,
return to Grantee:

c/o Vinson & Elkins
Attention: Lynne B. Humphries
2829 First City Tower
1001 Fannin
Houston, Texas 77002-6760

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AS PER ORIGINAL

30' Maintenance Easement

METES AND BOUNDS DESCRIPTION
of 0.3026 Acre, (13,185 Sq. Ft.), in the
Abner Kuykendall League
Abstract No. 48
Fort Bend County, Texas

Parcel 11-A
C.I. McFarlane Tract
August 16, 1988
EH&A Job No. 10771-04

Being a 30 foot wide strip of land containing 0.3026 acre, located in the Abner Kuykendall League, Abstract No. 48, Fort Bend County, Texas, being a part of a called 7.142 acre tract, (Tract No. 1), conveyed to C.I. McFarlane by a deed dated May 21, 1958, as recorded in Volume 378, Page 157 of the Deed Records of said Fort Bend County, Texas, (F.B.C.D.R.), said 0.3026 acre tract also being a part of Tract "A", called 8.0788 acres allotted to said C.I. McFarlane by Final Decree Confirming Partition, (Final Decree), dated November 19, 1976, as recorded in Volume 704, Page 1, F.B.C.D.R., said 0.3026 acre tract being more particularly described as follows:

COMMENCING at a 1/2-inch iron pipe found for a corner common to the northeast corner of said C.I. McFarlane 7.142 acre tract and the northwest corner of a called 17.89 acre tract now or formerly owned by Eddie Hackney and described by a deed of record dated November 16, 1932, and recorded in Volume 140, Page 115, F.B.C.D.R., same being on the interior north line of a called 207.572 acre tract conveyed to Rivebrook Associates by a deed of record dated November 20, 1985, as recorded in Volume 1794, Page 567, F.B.C.D.R.; THENCE, South 25°30'14" West, (called South 26°13' West), along a line common to the west line of said Eddie Hackney 17.86 acre tract and the east line of said 7.142 acre tract, a distance of 770.28 feet, (called 770.36), to a 1/2-inch iron rod found for the northwest corner of a called 2.00 acre tract conveyed to Mark Crenshaw by a deed of record filed December 10, 1986, as recorded in Volume 1905, Page 1129, F.B.C.D.R.; THENCE, South 25°30'14" West, (called South 26°13' West), along a line common to the west line of said Mark Crenshaw 2.00 acre tract and the east line of said C.I. McFarlane 7.142 acre tract, a distance of 179.62 feet to a point on the north line of a 30 foot wide maintenance easement same being northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 25°30'14" West, (called South 26°13' West), continuing along said common line, a distance of 30.45 feet to a point on the south line of a 30 foot wide maintenance easement, same point being the southeast corner of the herein described tract;

EXHIBIT A

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THENCE, along said south line of a said maintenance easement being 100 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses:

North 54°38'24" West, a distance of 28.13 feet to a point;

North 71°20'46" West, a distance of 106.48 feet to a point;

North 82°32'41" West, a distance of 94.81 feet to a point;

North 89°54'55" West, a distance of 62.35 feet to a point on a line common to said C.I. McFarlane 7.142 acre and 8.0788 acre tracts;

North 89°54'55" West, a distance of 24.94 feet to a point;

South 85°44'53" West, a distance of 112.52 feet to a point;

South 77°19'44 West, a distance of 11.59 feet to a point on a line common to the west line of said C.I. McFarlane 8.0788 acre tract and the east line of Tract "B", a called 20 acre tract conveyed to Willie Cobbin by said Final Decree;

THENCE, North 25°18'19" East, (called North 25°38'30" East), along a line common to the west line of said C.I. McFarlane 8.0788 acre tract and the east line of said Willie Cobbin 20 acre tract, a distance of 36.44 feet to a point on the north line of said maintenance easement, same point being the northwest corner of the herein described tract;

THENCE, along said north line, being 130 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses:

North 85°44'53" East, a distance of 107.14 feet to a point;

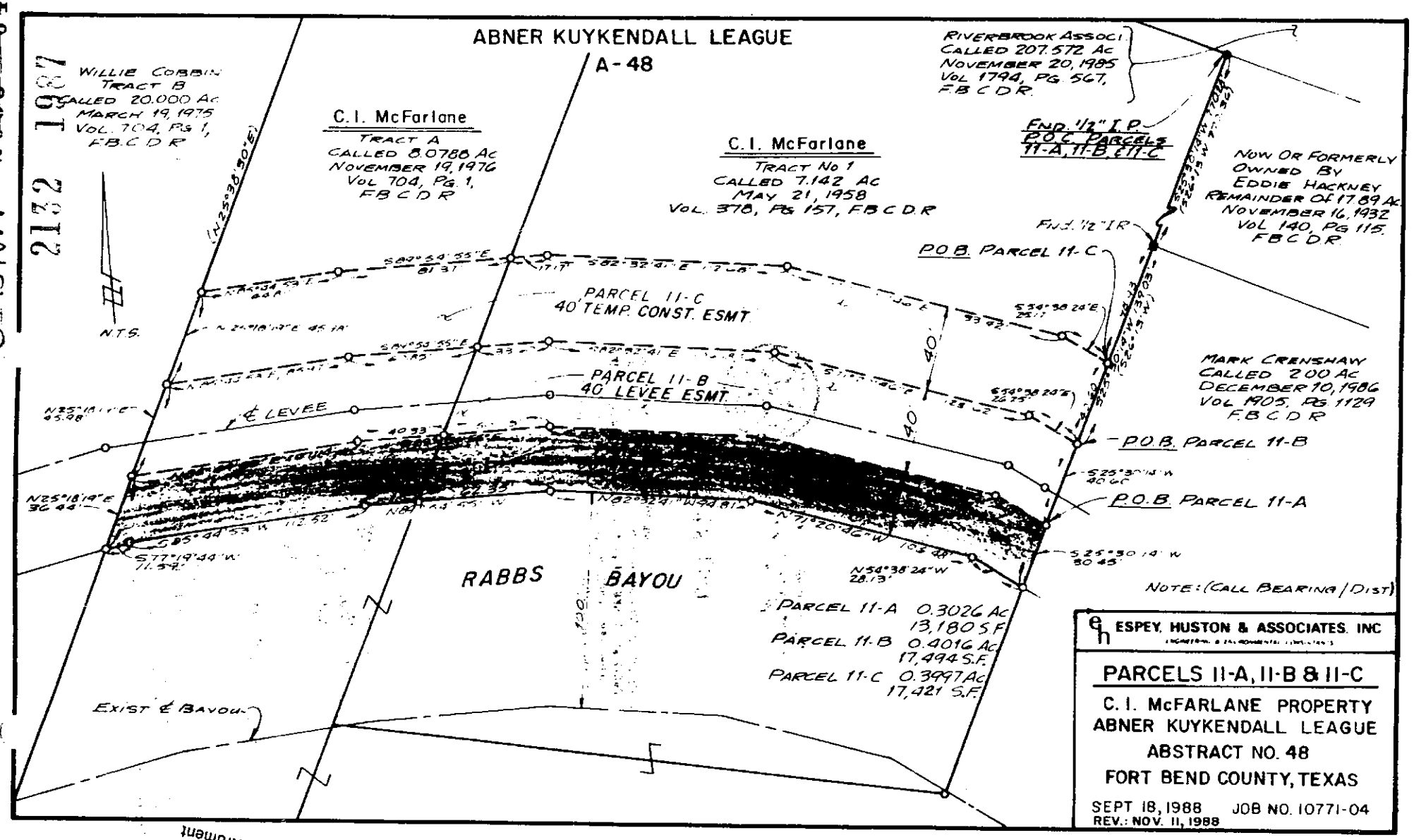
South 89°54'55" East, a distance of 40.33 feet to a point on a line common to said C.I. McFarlane 8.0788 acre and 7.142 acre tracts;

South 89°54'55" East, a distance of 50.03 feet to a point;

South 82°32'41" East, a distance of 99.68 feet to a point;

South 71°20'46" East, a distance of 113.83 feet to a point;

THENCE, South 54°38'24" East, continuing along same north line, a distance of 27.32 feet to the POINT OF BEGINNING and containing 0.3026 acres of land, more or less.



RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

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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 Official Records of Fort Bend County, Texas as stamped by me.

DEC 07 1988

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

FILED

'89 JUN 26 P3:33

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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 28 1989

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

8930332 ~~8861299~~ 2132 1989 ~~2054 2593~~ 0038 01739XXX

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RABBS BAYOU MAINTENANCE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS that RIVERBROOK ASSOCIATES, a Texas joint venture composed of Rylis Realty Company, a Texas corporation, and American Newland Associates, a California general partnership (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, a Rabbs Bayou Maintenance Easement and right-of-way (the "Easement") upon, over, through, under and across that certain tract of land in Fort Bend County, Texas, as described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (herein referred to as the "Subject Property"), for the following purposes, to wit:

(1) the right to survey, construct, own, excavate, maintain, repair, reconstruct, and inspect a drainage channel on the Subject Property;

(2) the right to own, excavate, install and maintain culverts and any and all other similar types of drainage structures, equipment and appurtenances connected to the drainage channel on the Subject Property;

(3) the right to bring in on or dispose of soil from the Subject Property;

(4) the right to bring upon the Subject Property and operate thereon all machinery and equipment necessary for the Grantee to efficiently prosecute the work.

The Grantee, its successors and assigns, shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said Easement and Subject Property.

In addition to all other rights which are reserved to Grantor, its successors or assigns, as a matter of law, there is expressly reserved to Grantor herein, its successors or assigns, the following rights with reference to the Subject Property covered by the Easement herein conveyed:

Return to Wilda

(1) Grantor, its successors and assigns, reserves the oil, gas and minerals in and under the land covered by these Easement; provided, however, that during the life of these Easement no mining or drilling operations shall be conducted upon the surface of the Subject Property.

(2) Grantor herein reserves to itself, its successors and assigns, the right, at its sole cost and expense, to use or cross the Subject Property with any and all roads, lines, mains, bridges and other facilities and structures for all public and private transportation and/or utility purposes, or to grant to others these same rights; provided, however, that Grantor, its successors or assigns, shall obtain the prior approval of the Grantee, its successors and assigns, of the plans and specifications for any such use by Grantor, its successors or assigns, which approval shall not be unreasonably withheld or delayed, to the construction or installation of such items, and furthermore, all such items shall be constructed, installed, operated and maintained in accordance with applicable laws, rules and regulations and shall not interfere with, disturb or limit in any way any of the purposes for which these Easement are granted.

To have and to hold unto the Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or useful to the Grantee, its successors or assigns, for any of the purposes for which this Easement has been granted.

Grantor does further BARGAIN, GRANT, SELL and CONVEY and by these presents does BARGAIN, GRANT, SELL and CONVEY unto the Grantee, its successors and assigns, all of Grantor's rights, title and interests in and to all culverts, channels, ditches, levees, dams and drainage structures of whatever type currently existing on the Subject Property.

This conveyance is further made subject to any restrictions, covenants, easements, rights-of-way, and mineral and royalty reservations or interests affecting the property and appearing of record in the Official Records of Fort Bend County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Easement granted herein; provided, however, Grantor, to the extent that it has the ability to enforce any of said items or matters in a manner which would unreasonably prejudice or interfere with Grantee's rights in the Easement granted herein.

Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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WITNESS THE EXECUTION HEREOF, this 1 day of December, 1988.

RIVERBROOK ASSOCIATES,
a Texas joint venture, by
its venturers

Rylis Realty Company,
a Texas corporation

By: _____
Risher Randall
Executive Vice President

ATTEST:

By: _____
Peter C. Houghton
Assistant Secretary

(SEAL)

American Newland Associates,
a California general partnership, by its partners

American General Realty
Investment Corporation,
a Texas corporation

By: _____
Risher Randall
Executive Vice
President

ATTEST:

By: _____
Peter C. Houghton
Assistant Secretary

(SEAL)

The Newland Group, Inc
a California corporation

By: _____
Robert B. McLeod
President

ATTEST:

By: _____
LaDonna K. Monsees
Vice Pres. & Asst. Secretary

(SEAL)

By: _____
J. F. Jenkins
Vice President

ATTEST:

By: _____
LaDonna K. Monsees
Vice Pres. & Asst. Secretary

(SEAL)

~~2084 2596~~
2132 1992
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STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of November, 1988, by Risher Randall, Executive Vice President, Rylis Realty Company, a Texas corporation, as a venturer of Riverbrook Associates, a Texas joint venture.

SUZETTE FREEMAN
Notary Public, State of Texas
My Commission Expires 1-4-92
(NOTARY SEAL)

Suzette Freeman
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of November, 1988, by Risher Randall, Executive Vice President of American General Realty Investment Corporation, a Texas corporation, as a partner of American Newland Associates, a California general partnership, in its capacity as a venture partner of Riverbrook Associates, a Texas joint venture.

SUZETTE FREEMAN
Notary Public, State of Texas
My Commission Expires 1-4-92
(NOTARY SEAL)

Suzette Freeman
Notary Public, State of Texas

STATE OF Florida §

COUNTY OF Orange §

This instrument was acknowledged before me on the 30th day of November, 1988, by Robert B. McLeod, President of The Newland Group, Inc., a California corporation, as a partner of American Newland Associates, a California general partnership, in its capacity as a venture partner of Riverbrook Associates, a Texas joint venture.

LOUISE WILSON
NOTARY PUBLIC
STATE OF FLORIDA
(NOTARY SEAL)

Louise Wilson
Notary Public
State of Florida

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 29, 1992
BONDED THRU HUCKLEBERRY & ASSOCIATES

~~2084 2597~~
2132 1993
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01439 AC

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 29th day of November, 1988, by J. F. Jenkins, Vice President of The Newland Group, Inc., a California corporation, as a partner of American Newland Associates, a California general partnership, in its capacity as a venture partner of Riverbrook Associates, a Texas joint venture.

MICHELLE R. JOHNSON
Notary Public, State of Texas
My Commission Expires 7-18-92.
(NOTARY SEAL)

Michelle R. Johnson
Notary Public, State of Texas

NOTE: Upon recording,
return to Grantee:

c/o Vinson & Elkins
Attention: Lynne B. Humphries
2829 First City Tower
1001 Fannin Street
Houston, Texas 77002-6760

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ESPEY, HUSTON & ASSOCIATES, INC.

AS PER ORIGINAL

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation [illegible] copy, disclosed [illegible] additions and changes [illegible] at time instrument was filed and recorded.

Maintenance Easement

METES AND BOUNDS DESCRIPTION
of 0.0259 Acre, (1,128 Sq. Ft.), in the
Abner Kuykendall League
Abstract No. 48
Fort Bend County, Texas

Parcel 12-C
Mark Crenshaw Tract
Revised October 26, 1988
EH&A Job No. 10771-04

Being a irregularly shaped tract containing 0.0259 acre of land, located in the Abner Kuykendall League, Abstract No. 48, Fort Bend County, Texas, being a part of a called 2.00 acre tract conveyed to Mark Crenshaw by a deed filed for record on December 10, 1986, as recorded in Volume 1905, Page 1129 of the Deed Records of said Fort Bend County, (F.B.C.D.R.), said 0.0259 acre tract being more particularly described as follows:

COMMENCING at a 1/2-inch iron pipe found for the northeast corner of said Mark Crenshaw 2.00 acre tract, same corner being on the southernmost west line of a called 211.322 acre tract conveyed to Riverbrook Associates by a deed of record dated February 21, 1986 as recorded in Volume 1831, Page 129, F.B.C.D.R.; THENCE, South 25°30'14" West (called South 25° West), along the east line of said Mark Crenshaw 2.00 acre tract and the southernmost east line of said Riverbrook 211.322 acre tract, a distance of 244.03 feet to a point on the south line of a levee easement, same point being the northeast corner and the POINT OF BEGINNING of the herein described tract;

THENCE, South 25°30'14" West, (called South 25° West), continuing along same common line, a distance of 30.89 feet to a point for the southeast corner of the herein described tract;

THENCE, North 50°44'24" West, along the south line of the herein described tract, same line being 100 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou, a distance of 7.62 feet to the angle point in said south line;

THENCE, North 49°39'24" West, continuing along said south line, having the aforesaid relationship to Rabbs Bayou, a distance of 67.58 feet to a point on the south line of said levee easement, same point being the west corner of the herein described tract;

THENCE, South 73°41'08" East, along the south line of said levee easement, a distance of 73.67 feet to the POINT OF BEGINNING and containing 0.0259 acre of land, more or less.

EXHIBIT A

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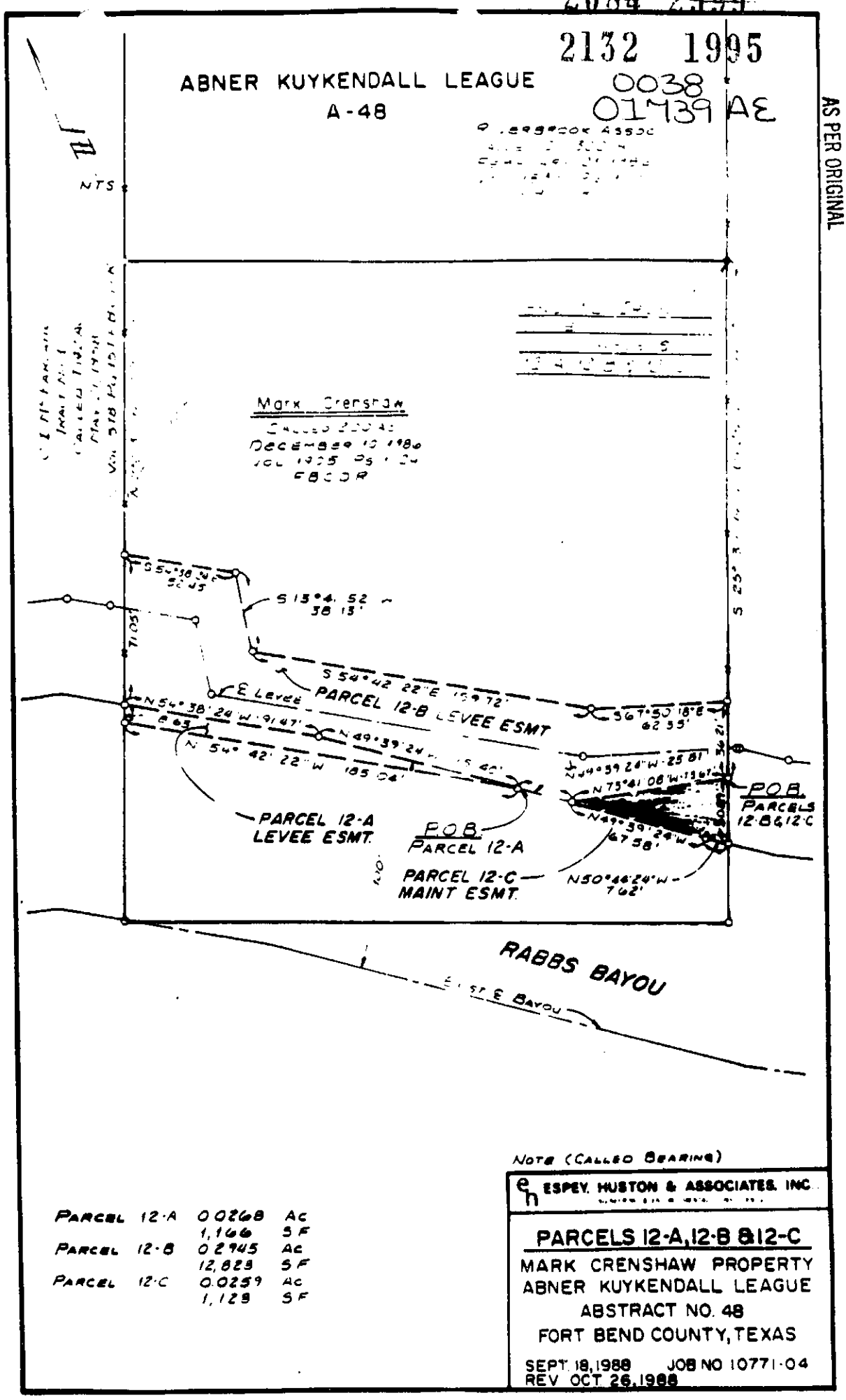
AS PER ORIGINAL



Note (Called Bearing)

Parcel	12-A	0.0268	Ac
		1,166	SF
Parcel	12-B	0.2945	Ac
		12,823	SF
Parcel	12-C	0.0259	Ac
		1,128	SF

ESPEY, HUSTON & ASSOCIATES, INC.

PARCELS 12-A, 12-B & 12-C

MARK CRENSHAW PROPERTY
ABNER KUYKENDALL LEAGUE
ABSTRACT NO. 48
FORT BEND COUNTY, TEXAS

SEPT. 18, 1988 JOB NO 10771-04
REV OCT 26, 1988

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FILED

'88 DEC -2 P12:04

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 Official Records of Fort Bend County, Texas as stamped by me.

DEC 06 1988

COUNTY CLERK FORT BEND COUNTY, TEXAS

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

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CERTIFICATE OF CORPORATE AUTHORITY

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, the undersigned officer of RYLIS REALTY COMPANY, a Texas corporation, hereby certify that W. G. Orr is the Senior Vice President of said corporation and that in such capacity he executed the Rabbs Bayou Maintenance Easements, the Right-of-Way Easements for Levees, the Rabbs Bayou Levee Right-of-Way Easements, the Right-of-Way Easements for Drainage Ditches, the Embankment Easements, and the Drainage Easements (copies of which are attached hereto) granted to Fort Bend County and Fort Bend County Levee Improvement District No. 11 by Riverbrook Associates, a Texas joint venture composed of Rylis Realty Company, a Texas corporation, and American Newland Associates, a California general partnership composed of American General Realty Investment Corporation, a Texas corporation, and The Newland Group, Inc., a California corporation, and that such execution of said easements was duly authorized and adopted in conformity with its Articles of Incorporation and By-Laws.

WITNESS MY HAND AND THE SEAL OF THE CORPORATION, this the 13TH day of FEBRUARY, 1989.

RYLIS REALTY COMPANY

By: Peter C Houghton
Name: Peter C. Houghton
Title: Asst. Secretary

RYLIS REALTY COMPANY CORPORATE SEAL HOUSTON, TEXAS

(SEAL)

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CERTIFICATE OF CORPORATE AUTHORITY

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, the undersigned officer of AMERICAN GENERAL REALTY INVESTMENT CORPORATION, a Texas corporation, hereby certify that W. G. Orr is the Senior Vice President of said corporation and that in such capacity he executed the Rabbs Bayou Maintenance Easements, the Right-of-Way Easements for Levees, the Rabbs Bayou Levee Right-of-Way Easements, the Right-of-Way Easements for Drainage District, the Embankment Easements, and the Drainage Easements (copies of which are attached hereto) granted to Fort Bend County and Fort Bend County Levee Improvement District No. 11 by Riverbrook Associates, a Texas joint venture composed of Rylis Realty Company, a Texas corporation, and American Newland Associates, a California general partnership composed of American General Realty Investment Corporation, a Texas corporation, and The Newland Group, Inc., a California corporation, and that such execution of said easements was duly authorized and adopted in conformity with its Articles of Incorporation and By-Laws.

WITNESS MY HAND AND THE SEAL OF THE CORPORATION, this the 13TH day of FEBRUARY, 1989.

AMERICAN GENERAL REALTY
INVESTMENT CORPORATION

By: Peter C Houghton
Name: Peter C. Houghton
Title: Asst. Secretary

AMERICAN GENERAL REALTY INVESTMENT CORPORATION
TEXAS
(SEAL)

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AS PER ORIGINAL

CERTIFICATE OF CORPORATE AUTHORITY

THE STATE OF CALIFORNIA §
§
COUNTY OF SAN DIEGO §

I, the undersigned officer of THE NEWLAND GROUP, INC., a California corporation, hereby certify that Robert B. McLeod is the President and that J. F. Jenkins is the Vice President of said corporation and that in such capacity they executed the Rabbs Bayou Maintenance Easements, the Right-of-Way Easements for Levees, the Rabbs Bayou Levee Right-of-Way Easements, the Right-of-Way Easements for Drainage Ditches, the Embankment Easements, and the Drainage Easements (copies of which are attached hereto) granted to Fort Bend County and Fort Bend County Levee Improvement District No. 11 by Riverbrook Associates, a Texas joint venture composed of Rylis Realty Company, a Texas corporation, and American Newland Associates, a California general partnership composed of American General Realty Investment Corporation, a Texas corporation, and The Newland Group, Inc., a California corporation, and that such execution of said easements was duly authorized and adopted in conformity with its Articles of Incorporation and By-Laws.

WITNESS MY HAND AND THE SEAL OF THE CORPORATION, this the 28th day of February, 1989.

THE NEWLAND GROUP, INC.

By: LaDonna K. Monsees
LaDonna K. Monsees
Vice President and Assistant Secretary

THE NEWLAND GROUP, INC. INCORPORATED June 3, 1987 CALIFORNIA

(SEAL)

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FILED

'89 JUN 26 P3:33

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY

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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 28 1989

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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

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RABBS BAYOU MAINTENANCE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS that LENA RUSSELL, also known sometimes as Lena Knotts or Lena Williams, an individual residing in Fort Bend County, Texas (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, a Rabbs Bayou Maintenance Easement and right-of-way (the "Easement") upon, over, through, under and across that certain tract of land comprising 0.1369 acres of land, more or less, in Fort Bend County, Texas, as described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (herein referred to as the "Subject Property"), for the following purposes, to wit:

(1) the right to survey, construct, own, excavate, maintain, repair, reconstruct, and inspect a drainage channel on the Subject Property;

(2) the right to own, excavate, install and maintain culverts and any and all other similar types of drainage structures, equipment and appurtenances connected to the drainage channel on the Subject Property;

(3) the right to bring in on or dispose of soil from the Subject Property;

(4) the right to bring upon the Subject Property and operate thereon all machinery and equipment necessary for the Grantee to efficiently prosecute the work.

The Grantee, its successors and assigns, shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said Easement and Subject Property.

Grantor, her successors or assigns, during the life of this Easement, shall not conduct any mining or drilling operations upon the surface of the Subject Property.

To have and to hold unto the Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or useful to the Grantee, its successors or assigns, for any of the purposes for which this Easement has been granted.

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Grantor does further BARGAIN, GRANT, SELL and CONVEY and by these presents does BARGAIN, GRANT, SELL and CONVEY unto the Grantee, its successors and assigns, all of Grantor's rights, title and interests in and to all culverts, channels, ditches, levees, dams and drainage structures of whatever type currently existing on the Subject Property.

This conveyance is made by Grantor and accepted by Grantee subject to the matters described in Exhibit "B" attached hereto and made a part hereof, to the extent, but only to the extent, and for the time, that said matters are in effect and are validly enforceable against the Property; provided, however, Grantor, to the extent that she has the ability to enforce any of said matters, agrees that she shall not enforce any of said matters in a manner which would unreasonably prejudice or interfere with Grantee's rights in the Easement granted herein.

Grantor does hereby bind herself, her successors and assigns, to warrant and forever defend all and singular the said premises, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS THE EXECUTION HEREOF, this 1 day of December, 1988.

Lena Russell
LENA RUSSELL

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 1 day of December, 1988, by Lena Russell.

DAVID DRAPER
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES 3-9-91

David Draper
Notary Public, State of Texas

(NOTARY SEAL)

NOTE: Upon recording,
return to Grantee:

c/o Vinson & Elkins
Attention: Lynne B. Humphries
2829 First City Tower
1001 Fannin
Houston, Texas 77002-6760

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AS PER ORIGINAL

ESPEY, HUSTON & ASSOCIATES, INC.

30' Maintenance Easement

METES AND BOUNDS DESCRIPTION
of 0.1369 Acre, (5,964 Sq. Ft.), in the
Joseph Kuykendall League
Abstract No. 49
Fort Bend County, Texas

Parcel 3-A
Lena Russell Tract
July 29, 1988
EH&A Job No. 10771-04

Being a 30 foot wide strip of land containing 0.1369 acre, located in the Joseph Kuykendall League, Abstract No. 49, Fort Bend County, Texas, being a part of a called 1.0 acre tract conveyed to Lena Russell from Horace Knotts by a deed of record dated May 5, 1972, as recorded in Volume 565, Page 211 of the Deed Records of said Fort Bend County, (F.B.C.D.R.), said 0.1369 acre being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for the northwest corner of said Lena Russell 1.0 acre tract, same being a reentrant corner on the southeast line of the remainder of an 8.498 acre tract (first) conveyed to Horace Knotts by a partition deed dated June 13, 1967, as recorded in Volume 488, Page 291, F.B.C.D.R.; THENCE, South 24°41'54" West, (called South 25° West), a distance of 181.14 feet to a point on the north line of a 30 foot wide Maintenance Easement and the POINT OF BEGINNING of the herein described tract;

THENCE, North 78°03'14" East, along said north line, same being 130 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou, a distance of 22.61 feet to the angle point in said north line;

THENCE, North 78°23'17" East, continuing along said north line, a distance of 176.29 feet to a point on a line common to the east line of said Lena Russell tract and the west line of the remainder of a 329.65 acre tract conveyed to the Brazos Houston Land Company by a deed of record dated October 28, 1964 and recorded in Volume 459, Page 201, F.B.C.D.R.;

THENCE, South 25°05'24" West (called South 25°23'30" West), along said common line, a distance of 37.42 feet to a point on the south line of the herein described tract;

THENCE, South 78°23'17" West, along said south line, same being 100 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou, a distance of 153.84 feet to the angle point in said south line;

EXHIBIT A

AS PER ORIGINAL

THENCE, South 78°03'14" West, continuing along said south line, a distance of 44.84 feet to a point on a line common to the west line of said Lena Russell tract and the east line of said Horace Knotts tract;

THENCE, North 24°41'54" East, (called North 25° East), along said common line, a distance of 37.39 feet to the POINT OF BEGINNING and containing 0.1369 acre of land, more or less.

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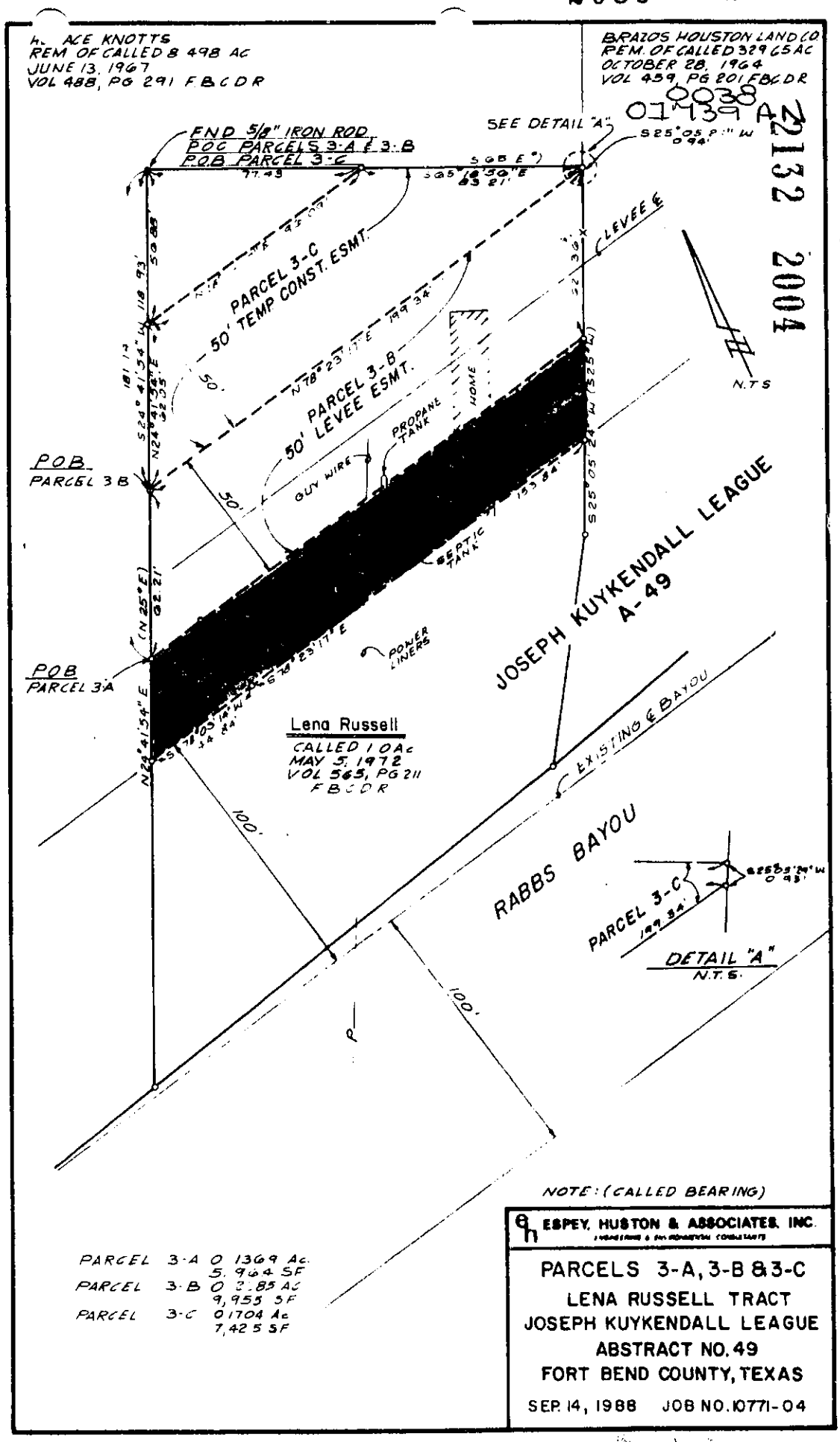
AS PER ORIGINAL



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AS PER ORIGINAL

1. A Drainage Easement 100 feet extending at right angles along RABBS BAYOU along the south portion of subject property granted to Fort Bend County Drainage District as set forth by instrument recorded in Volume 314 Page 105 of the Deed Records of Fort Bend County, Texas.

2. An easement 10 feet wide running in a northeast direction from the high bank of RABBS BAYOU, a distance of 88 feet together with an unobstructed aerial easement 10 feet wide beginning at a plane sixteen (16) feet above the ground and extending upward located on both sides of and adjoining said ten (10) foot wide easement granted to Houston Lighting & Power Company as shown on Sketch No. W-86-208 prepared by Houston Lighting & Power Company and recorded in Volume 1892 Page 55 of the County Clerk Official Records of Fort Bend County, Texas.

3. Oil, gas and mineral lease dated FEBRUARY 11, 1929 recorded in Volume 124 Page 120 of the Deed Records of Fort Bend County, Texas, in favor of E. M. MAYFIELD, if still valid.

4. Oil, gas and mineral lease dated JANUARY 6, 1939 recorded in Volume 179 Page 89 and Volume 179 Page 92 of the Deed Records of Fort Bend County, Texas in favor of REAL F. RANSOM, if still valid.

5. Oil, gas and mineral lease dated MARCH 22, 1944 recorded in Volume 217 Page 525 of the Deed Records of Fort Bend County, Texas, in favor of H. M. NAYLOR, if still valid.

a:\EXHIB

EXHIBIT "B"

~~2005~~ 2132 29 2006 0038 01439 AP.

FILED

'88 DEC -2 P12:05

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 Official Records of Fort Bend County, Texas as stamped by me.

DEC 06 1988

County Clerk, Fort Bend Co., Tex.

FILED

'89 JUN 26 P3:33

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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 28 1989

County Clerk, Fort Bend Co., Tex.

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RABBS BAYOU MAINTENANCE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS that ROBERT E. BEAMON, TRUSTEE, WILLIAM H. KEENAN, TRUSTEE, Y. FRANK JUNGMAN, TRUSTEE and SIDNEY S. McCLENDON, III, TRUSTEE (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, a Rabbs Bayou Right-of-Way Easement (the "Easement") upon, over, through, under and across that certain tract of land comprising 0.4377 acres of land, more or less, in Fort Bend County, Texas, as described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (herein referred to as the "Subject Property"), for the following purposes, to wit:

(1) the right to survey, construct, own, excavate, maintain, repair, reconstruct, and inspect a drainage channel on the Subject Property;

(2) the right to own, excavate, install and maintain culverts and any and all other similar types of drainage structures, equipment and appurtenances connected to the drainage channel on the Subject Property;

(3) the right to bring in ~~on~~ on or dispose of soil from the Subject Property;

(4) the right to bring upon the Subject Property and operate thereon all machinery and equipment necessary for the Grantee to efficiently prosecute the work.

The Grantee, its successors and assigns, shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said Easement and Subject Property.

In addition to all other rights which are reserved to Grantors, their successors or assigns, as a matter of law,

there is expressly reserved to Grantors herein, their successors or assigns, the following rights with reference to the Subject Property covered by the Easement herein conveyed:

(1) Grantors, their successors and assigns, reserve the oil, gas and minerals in and under the land covered by this Easement; provided, however, that during the life of this Easement no mining or drilling operations shall be conducted upon the surface of the Subject Property.

(2) Grantors herein reserve to themselves, their successors and assigns, the right, at their sole cost and expense, to cross the Subject Property with any and all roads, lines, mains, bridges and other facilities and structures for all public and private transportation and/or utility purposes, or to grant to others these same rights; provided, however, that Grantors, their successors or assigns, shall obtain the prior written consent of the Grantee, its successors and assigns, which consent shall not be unreasonably withheld or delayed, to the construction or installation of such items, and furthermore, all such items shall be constructed, installed, operated and maintained in accordance with applicable laws, rules and regulations and shall not interfere with, disturb or limit in any way any of the purposes for which this Easement is granted, or, the then existing drainage capacity of Rabbs Bayou.

To have and to hold unto the Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or useful to the Grantee, its successors or assigns, for any of the purposes for which this Easement has been granted.

Grantors do further BARGAIN, GRANT, SELL and CONVEY and by these presents do BARGAIN, GRANT, SELL and CONVEY unto the Grantee, its successors and assigns, all of Grantors' rights, title and interests in and to all culverts, channels, ditches, levees, dams and drainage structures of whatever type currently existing on the Subject Property.

This conveyance is made subject to all easements, restrictions, covenants, conditions, rights-of-way, and mineral or royalty reservations or leases of record, and to matters a current survey or inspection of the Subject Property would reflect.

~~2088 197~~
2132 2009
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01739AS

Grantors do hereby bind themselves, their successors and assigns, to warrant and forever defend all and singular the said premises, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantors, but not otherwise.

WITNESS THE EXECUTION HEREOF, this 6th day of December, 1988.

Robert E. Beamon Trustee
ROBERT E. BEAMON, TRUSTEE

W. H. Keenan, Trustee
WILLIAM H. KEENAN, TRUSTEE

Y. Frank Jungman Trustee
Y. FRANK JUNGMAN, TRUSTEE

SIDNEY S. McCLENDON, III,
TRUSTEE

Trustee

~~2088 198~~
2132 2010
0038
01739 AT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of December, 1988, by Robert E. Beamon, Trustee.

MARGARET WEBER
Notary Public, State of Texas
My Comm. Expires 2-13-89

Margaret Weber
Notary Public, State of Texas

(NOTARY SEAL)

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 13th day of December, 1988, by William H. Keenan, Trustee.

JEAN NEISNER
Notary Public, State of Texas
My Commission Expires May 25, 1989

Jean Neisner
Notary Public, State of Texas

(NOTARY SEAL)

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of December, 1988, by Y. Frank Jungman, Trustee.

MARGARET WEBER
Notary Public State of Texas
My Comm Expires 2-13-89

Margaret Weber
Notary Public, State of Texas

(NOTARY SEAL)

~~2088 199~~
2132 2011
0038
01739AU

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6th day of December, 1988, by Sidney S. McClendon, III, Trustee.

SHARON WILSON
Notary Public, State of Texas
My Commission Expires 2-25-89.

Sharon Wilson
Notary Public, State of Texas

(NOTARY SEAL)

NOTE: Upon recording,
return to Grantee:

c/o Vinson & Elkins
Attention: Lynne B. Humphries
2829 First City Tower
1001 Fannin
Houston, Texas 77002-6760

A:\WP01FB11\RABB-ROW.CTY

2088 200

FN619

ESPEY, HUSTON & ASSOCIATES, INC.

2132 2012
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01739AV

AS PER ORIGINAL

30' Maintenance Easement

METES AND BOUNDS DESCRIPTION
of 0.4377 Acre (19,065 Sq. Ft.) in the
Joseph Kuykendall League
Abstract No. 49
Fort Bend County, Texas

Parcel 1-A
Mary Ella Brandon Tract
August 13, 1988
EH&A Job No. 10771-04

Being a proposed 30 foot wide strip, same containing 0.4377 acre of land, located in the Joseph Kuykendall League, Abstract No. 49, Fort Bend County, Texas, same 0.4377 acre being a part of a called 6.343 acre tract conveyed to Mary Ella Brandon by a partition deed dated June 13, 1967, as recorded in Volume 488, Page 291 of the deed records of said Fort Bend County, (F.B.C.D.R.), same 0.4377 acre tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for the northeast corner of a called 6.343 acre tract conveyed to Rona V. Jackson by said partition deed, same point being on the west line of a called 7.498 acre remainder of a called 8.498 acre tract conveyed to Horace Knotts by same partition deed; THENCE, South 24°41'54" West, (called South 25° West), along a line common to the east line of said Rona V. Jackson 6.343 acre tract and the west line of said Horace Knotts 7.498 remainder tract, a distance of 512.66 feet to a corner common to the southeast corner of said Rona V. Jackson 6.343 acre tract and the northeast corner of said Mary Ella Brandon 6.343 acre tract; THENCE, South 24°41'54" West, (called South 25° West), along a line common to the east line of said Mary Ella Brandon 6.343 acre tract and the west line of said Horace Knotts remainder tract, a distance of 150.00 feet to a point on the north line of a 30 foot wide maintenance easement, same point being the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 24°41'54" West, (called South 25° West), continuing along same common line, a distance of 37.39 feet to a point on the south line of said maintenance easement;

THENCE, along the south line of said maintenance easement, same being 100 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou, the following courses:

South 78°03'14" West, a distance of 50.18 feet to a point;

South 76°14'29" West, a distance of 302.69 feet to a point;

South 75°20'36" West, a distance of 92.56 feet to a point;

South 70°21'54' West, a distance of 138.26 feet to a point;

South 64°31'36" West, a distance of 23.74 feet to a point on a line common to a south line of said Mary Ella Brandon 6.343 acre tract and the southernmost north line of a called 5.606 acre tract conveyed to Riverbrook Associates by a deed of record dated June 10, 1988, as recorded in Volume 2041, Page 1440, F.B.C.D.R., same point being the south corner of the herein described tract;

THENCE, North 67°07'17" West, (called North 72°50' West), along said common line, a distance of 40.15 feet to the westernmost point on the north line of said maintenance easement;

THENCE, along said north line, same being 130 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou, the following courses:

North 64°31'36" East, a distance of 51.95 feet to a point;

North 70°21'54" East, a distance of 141.09 feet to a point;

North 75°20'36" East, a distance of 94.10 feet to a point;

North 76°14'29" East, a distance of 303.40 feet to a point;

THENCE, North 78°03'14" East, continuing along same north line, a distance of 72.97 feet to the POINT OF BEGINNING and containing 0.4377 acre of land, more or less.

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AS PER ORIGINAL

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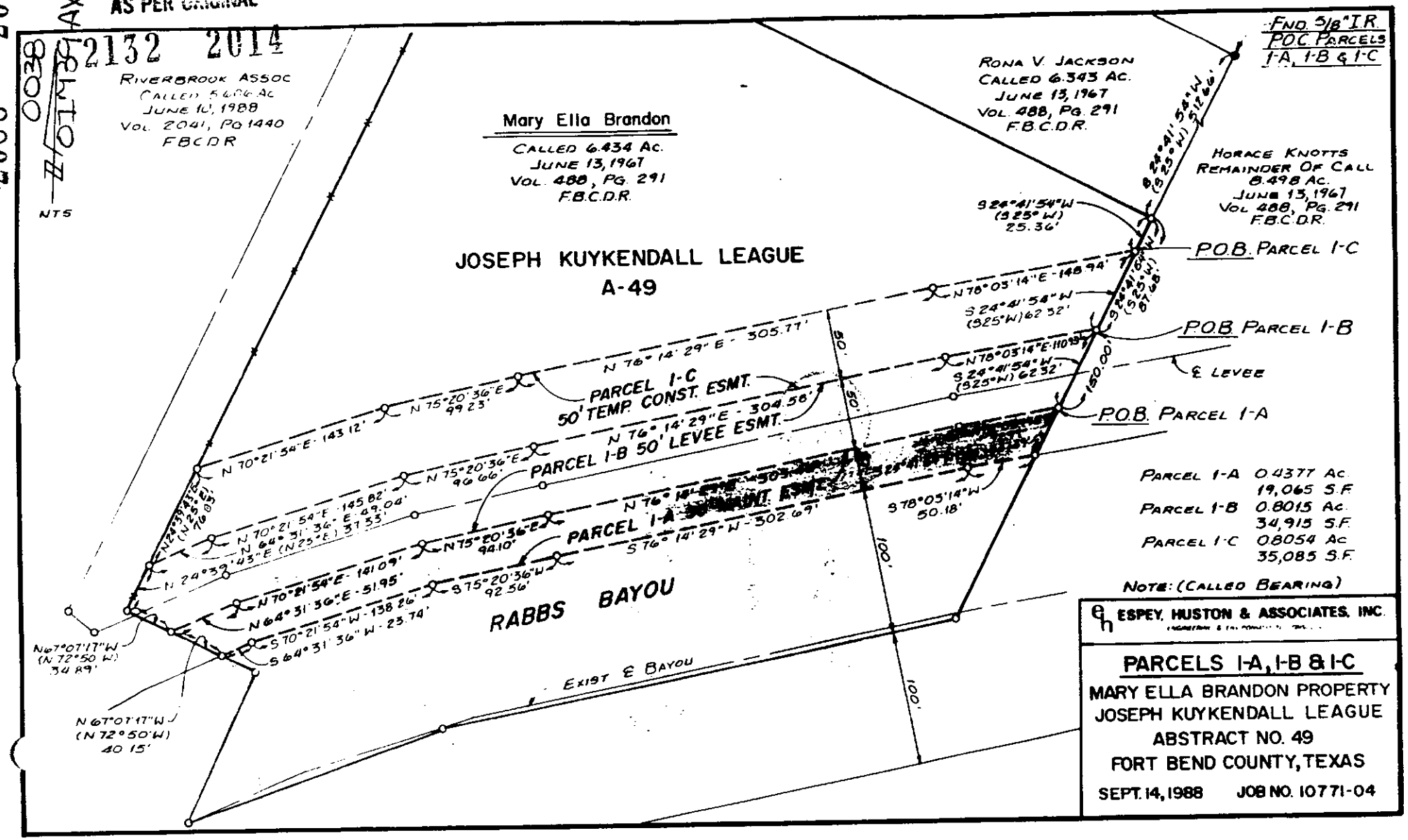

2088 203

2132 2015
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FILED

'88 DEC 15 A8:34

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 Official Records of Fort Bend County, Texas as stamped by me.

DEC 19 1988

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

FILED

'89 JUN 26 P3:33

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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 28 1989

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

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2088 204

2132 2016
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01739 AZ

RABBS BAYOU MAINTENANCE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS that ROBERT E. BEAMON, TRUSTEE, WILLIAM H. KEENAN, TRUSTEE, Y. FRANK JUNGMAN, TRUSTEE and SIDNEY S. McCLENDON, III, TRUSTEE (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, a Rabbs Bayou Right-of-Way Easement (the "Easement") upon, over, through, under and across that certain tract of land comprising 0.1425 acres of land, more or less, in Fort Bend County, Texas, as described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (herein referred to as the "Subject Property"), for the following purposes, to wit:

(1) the right to survey, construct, own, excavate, maintain, repair, reconstruct, and inspect a drainage channel on the Subject Property;

(2) the right to own, excavate, install and maintain culverts and any and all other similar types of drainage structures, equipment and appurtenances connected to the drainage channel on the Subject Property;

(3) the right to bring in on or dispose of soil from the Subject Property;

(4) the right to bring upon the Subject Property and operate thereon all machinery and equipment necessary for the Grantee to efficiently prosecute the work.

The Grantee, its successors and assigns, shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said Easement and Subject Property.

In addition to all other rights which are reserved to Grantors, their successors or assigns, as a matter of law,

Return to Elida

there is expressly reserved to Grantors herein, their successors or assigns, the following rights with reference to the Subject Property covered by the Easement herein conveyed:

(1) Grantors, their successors and assigns, reserve the oil, gas and minerals in and under the land covered by this Easement; provided, however, that during the life of this Easement no mining or drilling operations shall be conducted upon the surface of the Subject Property.

(2) Grantors herein reserve to themselves, their successors and assigns, the right, at their sole cost and expense, to cross the Subject Property with any and all roads, lines, mains, bridges and other facilities and structures for all public and private transportation and/or utility purposes, or to grant to others these same rights; provided, however, that Grantors, their successors or assigns, shall obtain the prior written consent of the Grantee, its successors and assigns, which consent shall not be unreasonably withheld or delayed, to the construction or installation of such items, and furthermore, all such items shall be constructed, installed, operated and maintained in accordance with applicable laws, rules and regulations and shall not interfere with, disturb or limit in any way any of the purposes for which this Easement is granted, or, the then existing drainage capacity of Rabbs Bayou.

To have and to hold unto the Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or useful to the Grantee, its successors or assigns, for any of the purposes for which this Easement has been granted.

Grantors do further BARGAIN, GRANT, SELL and CONVEY and by these presents do BARGAIN, GRANT, SELL and CONVEY unto the Grantee, its successors and assigns, all of Grantors' rights, title and interests in and to all culverts, channels, ditches, levees, dams and drainage structures of whatever type currently existing on the Subject Property.

This conveyance is made subject to all easements, restrictions, covenants, conditions, rights-of-way, and mineral or royalty reservations or leases of record, and to matters a current survey or inspection of the Subject Property would reflect.

~~2088 206~~
2132 2018
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01739 BD

Grantors do hereby bind themselves, their successors and assigns, to warrant and forever defend all and singular the said premises, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantors, but not otherwise.

WITNESS THE EXECUTION HEREOF, this 6th day of DECEMBER, 1988.

Robert E. Beamon Trustee
ROBERT E. BEAMON, TRUSTEE

W H Keenan Trustee
WILLIAM H. KEENAN, TRUSTEE

Y. Frank Jungman Trustee
Y. FRANK JUNGMAN, TRUSTEE

SIDNEY S. McCLENDON, III, Trustee
TRUSTEE

~~2088 207~~
2132 2019
01739 BE

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of December, 1988, by Robert E. Beamon, Trustee.

MARGARET WEBER
Notary Public, State of Texas
My Comm. Expires 2-13-89

Margaret Weber
Notary Public, State of Texas

(NOTARY SEAL)

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 13th day of December, 1988, by William H. Keenan, Trustee.

JEAN NEISNER
Notary Public, State of Texas
My Commission Expires May 25, 1989

Jean Neisner
Notary Public, State of Texas

(NOTARY SEAL)

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of December, 1988, by Y. Frank Jungman, Trustee.

MARGARET WEBER
Notary Public, State of Texas
My Comm. Expires 2-13-89

Margaret Weber
Notary Public, State of Texas

(NOTARY SEAL)

2088 208

2132 2020

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01739 BF

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 6th day of December, 1988, by Sidney S. McClendon, III, Trustee.

SHARON WILSON
Notary Public, State of Texas
My Commission Expires 2-25-89

Sharon Wilson
Notary Public, State of Texas

(NOTARY SEAL)

NOTE: Upon recording, return to Grantee:

c/o Vinson & Elkins
Attention: Lynne B. Humphries
2829 First City Tower
1001 Fannin
Houston, Texas 77002-6760

A:\WP01FB11\RABB-ROW.CTY

2088 209
2132 EN618 2021
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017391 BG

ESPEY, HUSTON & ASSOCIATES, INC.

30' Maintenance Easement

METES AND BOUNDS DESCRIPTION
of 0.1425 Acre, (6,207 Sq. Ft.) in the
Joseph Kuykendall League
Abstract No. 49
Fort Bend County, Texas

PER ORIGINAL

Parcel 2-A
Horace Knotts Tract
August 16, 1988
EH&A Job No. 10771-04

Being a 30 foot wide strip containing 0.1425 acre of land, located in the Joseph Kuykendall League, Abstract No. 49, Fort Bend County, Texas, being a part of a called 7.498 remainder of a called 8.498 acre tract conveyed to Horace Knotts by a partition deed dated June 13, 1967, as recorded in Volume 488, Page 291 of the deed records of said Fort Bend County, (F.B.C.D.R.), said 0.1425 acre tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for the northeast corner of a called 6.343 acre tract conveyed to Rona V. Jackson by said partition deed; THENCE, South 24°41'54" West, (called South 25° West), along a line common to the west line of said Horace Knotts remainder tract and the east line of said Rona V. Jackson 6.343 acre tract, a distance of 512.66 feet to a corner common to the southeast corner of said Rona V. Jackson 6.343 acre tract and the northeast corner of a 6.343 acre tract conveyed to Mary Ella Brandon by said partition deed; THENCE, South 24°41'54" West, (called South 25° West), along a line common to the west line of said Horace Knotts remainder tract and the east line of said Mary Ella Brandon 6.343 acre tract, a distance of 150.00 feet to a point on the north line of a 30 foot wide maintenance easement, same point being the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, along the north line of said maintenance easement, same being 130 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses:

> North 78°03'14" East, a distance of 206.89 feet to a point on a line common to the most southerly east line of said Horace Knotts remainder tract, and the west line of a called 1.0 acre tract conveyed to Lena Russell by a deed of record dated May 5, 1972, as recorded in Volume 565, Page 211, F.B.C.D.R.;

THENCE, South 24°41'54" West, along said common line, a distance of 37.39 feet to a point on the south line of said maintenance easement;

THENCE, South 78°03'14" West, along the south line of said maintenance easement, same being 100 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou, a distance of 206.89 feet to a point on a line common to the west line of said Horace Knotts remainder tract and the east line of said Mary Ella Brandon 6.343 acre tract;

THENCE, North 24°41'54" East, along said common line a distance of 37.39 feet to the POINT OF BEGINNING and containing 0.1425 acre of land, more or less.

AS PER ORIGINAL

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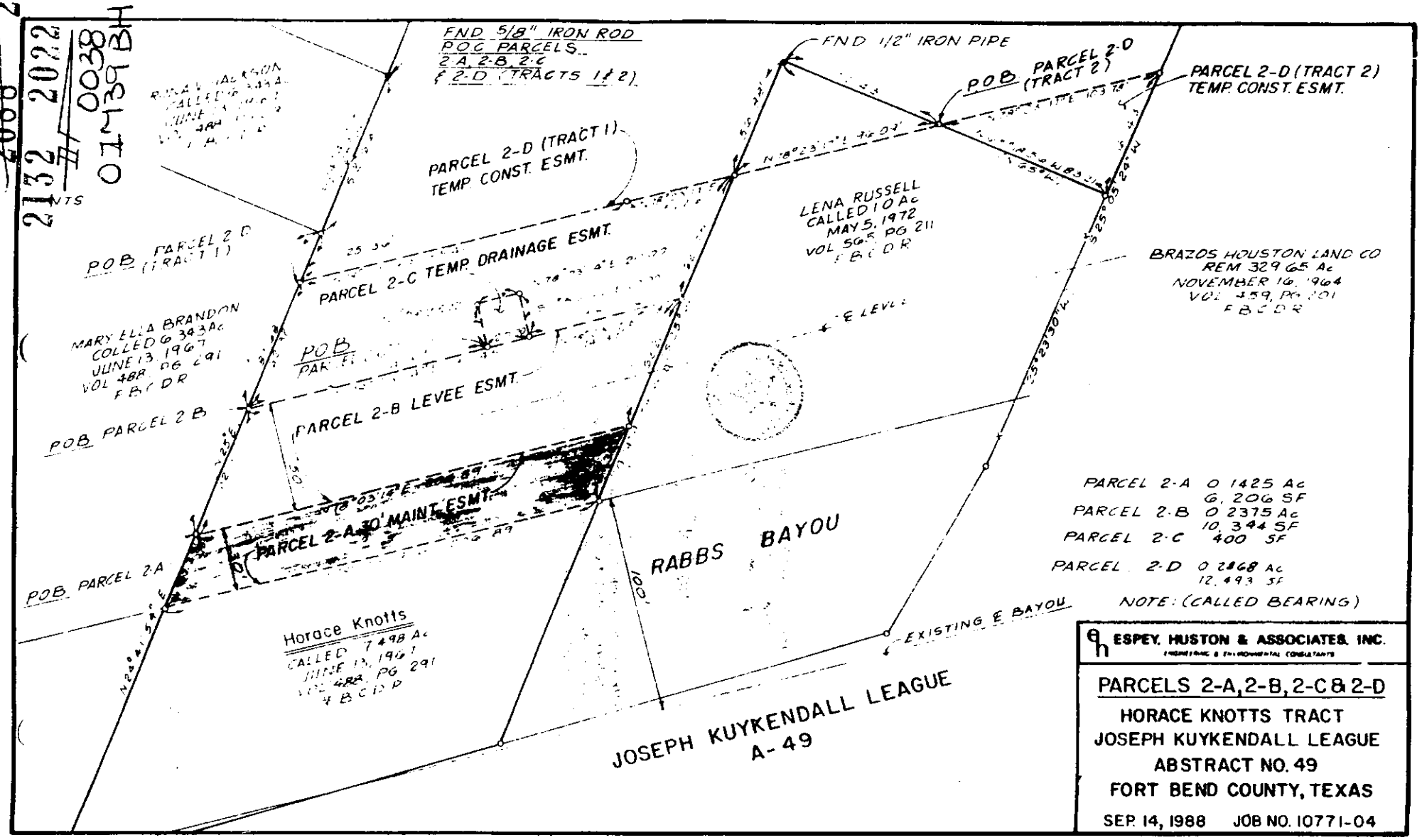

~~2088~~ 211
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2132 2023

FILED

'88 DEC 15 A8:34

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 Official Records of Fort Bend County, Texas as stamped by me.

DEC 19 1988

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

FILED

'89 JUN 26 P3:33

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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 28 1989

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

8930336

2132 2024
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01739 BJ

RABBS BAYOU MAINTENANCE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS that ROBERT E. BEAMON, TRUSTEE, WILLIAM H. KEENAN, TRUSTEE, Y. FRANK JUNGMAN, TRUSTEE and SIDNEY S. McCLENDON, III, TRUSTEE (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, a Rabbs Bayou Right-of-Way Easement (the "Easement") upon, over, through, under and across that certain tract of land comprising 1.509 acres of land, more or less, in Fort Bend County, Texas, as described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (herein referred to as the "Subject Property"), for the following purposes, to wit:

(1) the right to survey, construct, own, excavate, maintain, repair, reconstruct, and inspect a drainage channel on the Subject Property;

(2) the right to own, excavate, install and maintain culverts and any and all other similar types of drainage structures, equipment and appurtenances connected to the drainage channel on the Subject Property;

(3) the right to bring in on or dispose of soil from the Subject Property;

(4) the right to bring upon the Subject Property and operate thereon all machinery and equipment necessary for the Grantee to efficiently prosecute the work.

The Grantee, its successors and assigns, shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said Easement and Subject Property.

In addition to all other rights which are reserved to Grantors, their successors or assigns, as a matter of law,

Return to Alida

there is expressly reserved to Grantors herein, their successors or assigns, the following rights with reference to the Subject Property covered by the Easement herein conveyed:

(1) Grantors, their successors and assigns, reserve the oil, gas and minerals in and under the land covered by this Easement; provided, however, that during the life of this Easement no mining or drilling operations shall be conducted upon the surface of the Subject Property.

(2) Grantors herein reserve to themselves, their successors and assigns, the right, at their sole cost and expense, to cross the Subject Property with any and all roads, lines, mains, bridges and other facilities and structures for all public and private transportation and/or utility purposes, or to grant to others these same rights; provided, however, that Grantors, their successors or assigns, shall obtain the prior written consent of the Grantee, its successors and assigns, which consent shall not be unreasonably withheld or delayed, to the construction or installation of such items, and furthermore, all such items shall be constructed, installed, operated and maintained in accordance with applicable laws, rules and regulations and shall not interfere with, disturb or limit in any way any of the purposes for which this Easement is granted, or, the then existing drainage capacity of Rabbs Bayou.

To have and to hold unto the Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or useful to the Grantee, its successors or assigns, for any of the purposes for which this Easement has been granted.

Grantors do further BARGAIN, GRANT, SELL and CONVEY and by these presents do BARGAIN, GRANT, SELL and CONVEY unto the Grantee, its successors and assigns, all of Grantors' rights, title and interests in and to all culverts, channels, ditches, levees, dams and drainage structures of whatever type currently existing on the Subject Property.

This conveyance is made subject to all easements, restrictions, covenants, conditions, rights-of-way, and mineral or royalty reservations or leases of record, and to matters a current survey or inspection of the Subject Property would reflect.

2132 2026
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01439 BL

Grantors do hereby bind themselves, their successors and assigns, to warrant and forever defend all and singular the said premises, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantors, but not otherwise.

WITNESS THE EXECUTION HEREOF, this 16th day of November, 1988.

Robert E. Beamon Trustee
ROBERT E. BEAMON, TRUSTEE

W H Keenan, Trustee
WILLIAM H. KEENAN, TRUSTEE

Y. FRANK JUNGMAN, TRUSTEE

SIDNEY S. McCLENDON, III,
TRUSTEE

Trustee

2132 2027
0038
01739 BM

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of November, 1988, by Robert E. Beamon, Trustee.

Jean Neisner
Notary Public, State of Texas

(NOTARY SEAL)

JEAN NEISNER
Notary Public, State of Texas
My Commission Expires May 25, 1989

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 16th day of November, 1988, by William H. Keenan, Trustee.

Jean Neisner
Notary Public, State of Texas

(NOTARY SEAL)

JEAN NEISNER
Notary Public, State of Texas
My Commission Expires May 25, 1989

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 1988, by Y. Frank Jungman, Trustee.

_____
Notary Public, State of Texas

(NOTARY SEAL)

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01739 BN

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of November, 1988, by Sidney S. McClendon, III, Trustee.

Notary Public, State of Texas

(NOTARY SEAL)
DIANNE BRADBURY
Notary Public, State of Texas
My Commission Expires 10-31-89.

NOTE: Upon recording,
return to Grantee:

c/o Vinson & Elkins
Attention: Lynne B. Humphries
2829 First City Tower
1001 Fannin
Houston, Texas 77002-6760

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2132 2029
0038
FN613
017139 BO

AS PER ORIGINAL

ESPEY, HUSTON & ASSOCIATES, INC.

30' Maintenance Easement

METES AND BOUNDS DESCRIPTION
of 1.5090 Acres in the
Joseph Kuykendall League
Abstract No. 49
Fort Bend County, Texas

Parcel 4-A
Brazos Houston Land Co.
September 26, 1988
EH&A Job No. 10771-04

Being a strip of varying width containing 1.5090 acres of land, located in the Joseph Kuykendall League, Abstract No. 49, Fort Bend County, Texas, being a part of the remainder of a called 329.65 acre tract conveyed to the Brazos Houston Land Company, (B.H.L.Co.) by a deed of record dated October 28, 1964, as recorded in Volume 459, Page 201 of the deed records of said Fort Bend County, (F.B.C.D.R.), said 1.5090 acre tract being more particularly described as follows:

COMMENCING at a 1-inch square iron bar found for the northwest corner of a called 144.04 acre tract conveyed to Joe Wessendorff by a deed recorded in Volume 195, Page 422, F.B.C.D.R., same point being the southerly corner of the interior westerly line of the remainder of said B.H.L.Co. 329.65 acre tract; THENCE, North 24°26'21" East, (called North 24°26'40" East), along said interior westerly line of said B.H.L.Co. remainder tract, a distance of 1272.32 feet, (called 1272.1 feet), to a point for corner on the north interior line of said B.H.L.Co. remainder tract; THENCE, South 65°08'00" East, (called South 69°08' East), along said interior north line, a distance of 880.80 feet to a point for corner on the interior easterly line of said B.H.L.Co. remainder tract; THENCE, South 23°49'50" West, along said easterly line, a distance of 440.80 feet to an angle point in said easterly line; THENCE, South 25°25'13" West, (called South 25°23'30" West), continuing along said easterly line, a distance of 844.42 feet to a 5/8-inch iron rod found for the northeast corner of a called 7.498 acre remainder of a called 8.498 acre tract conveyed to Horace Knotts by a partition deed dated June 13, 1967, as recorded in Volume 488, Page 291, F.B.C.D.R.; THENCE, South 25°05'24" West, (called South 25°23'30" West), along a line common to the interior easterly line of said B.H.L.Co. remainder tract and the east line of said Horace Knotts 7.498 acre remainder tract, a distance of 849.30 feet to the northwest corner and POINT OF BEGINNING of the herein described tract;

AS PER ORIGINAL

THENCE, along the north line of said maintenance easement, same line being 130 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses:

North 78°23'17" East, a distance of 134.63 feet to a point;

North 87°38'57" East, a distance of 178.65 feet to a point;

North 88°30'57" East, a distance of 96.37 feet to a point;

South 88°33'29" East, a distance of 114.04 feet to a point;

South 73°56'54" East, a distance of 111.27 feet to a point;

South 45°16'46" East, a distance of 105.98 feet to a point;

South 32°15'56" East, a distance of 83.04 feet to a point;

South 26°53'35" East, a distance of 199.92 feet to a point;

South 33°18'11" East, a distance of 54.26 feet to a point;

South 35°16'12" East, a distance of 28.43 feet to a point;

South 37°38'44" East, a distance of 198.05 feet to a point;

South 39°54'21" East, a distance of 294.19 feet to a point;

South 42°47'58" East, a distance of 132.19 feet to a point;

South 44°09'32" East, a distance of 41.36 feet to a point;

South 48°43'18" East, a distance of 32.94 feet to a point;

South 51°27'56" East, a distance of 72.51 feet to a point;

South 68°12'40" East, a distance of 67.15 feet to a point;

South 73°56'29" East, a distance of 26.73 feet to a point;

South 77°45'36" East, a distance of 203.54 feet to a point on the existing west right-of-way line of Crabb River Road, (width varies), as established by a called 6.142 acre tract, (Parcel 10), conveyed to the State of Texas by a deed of gift dated November 1, 1977 as recorded in Volume 747, Page 199, F.B.C.D.R., same point being the beginning of a non-tangent curve to the right;

THENCE, southwesterly, a distance of 30.63 along the arc of said curve to the right having a radius of 22858.31 feet, a central angle of 00°04'36", a chord bearing and distance of South 23°53'41" West, 30.63 feet to a point for the southeast corner of the herein described tract, same point being on the south line of said maintenance easement;

AS PER ORIGINAL

THENCE, along the south line of said maintenance easement, same being 100 feet at a right angle to the north of and parallel to the existing centerline of Rabbs Bayou the following courses:

North 77°45'36" West, a distance of 198.35 feet to a point;

North 73°56'29" West, a distance of 29.23 feet to a point;

North 68°12'40" West, a distance of 73.07 feet to a point;

North 51°27'56" West, a distance of 77.65 feet to a point;

North 48°43'18" West, a distance of 34.86 feet to a point;

North 44°09'32" West, a distance of 42.91 feet to a point;

North 42°47'58" West, a disatnce of 133.31 feet to a point;

North 39°54'21" West, a distance of 295.54 feet to a point;

North 37°38'44" West, a distance of 199.27 feet to a point;

North 35°16'12" West, a distance of 29.57 feet to a point;

North 33°18'11" West, a distance of 56.45 feet to a point;

North 26°53'35" West, a distance of 200.19 feet to a point;

North 32°15'56" West, a distance of 78.21 feet to a point;

North 45°16'46" West, a distance of 94.89 feet to a point;

North 73°56'54" West, a distance of 99.76 feet to a point;

North 88°33'29" West, a disatnce of 109.43 feet to a point;

South 88°30'57" West, a distance of 95.37 feet to a point;

South 87°38'57" West, a distance of 175.99 feet to a point;

South 78°23'17" West, a distance of 154.56 feet to a point on a line common to a west line of the remainder of said 329.65 acre B.H.L.Co. tract and the east line of a called 1.0 acre tract conveyed to Lena Russell by a deed of record dated May 1, 1972, as recorded in Volume 565, Page 211, F.B.C.D.R., same point being the southwest corner of the herein described tract;

THENCE, North 25°05'24" East, (called North 25°30'30" East), along said common line, a distance of 37.42 feet to the POINT OF BEGINNING and containing 1.5090 acres of land, more or less.

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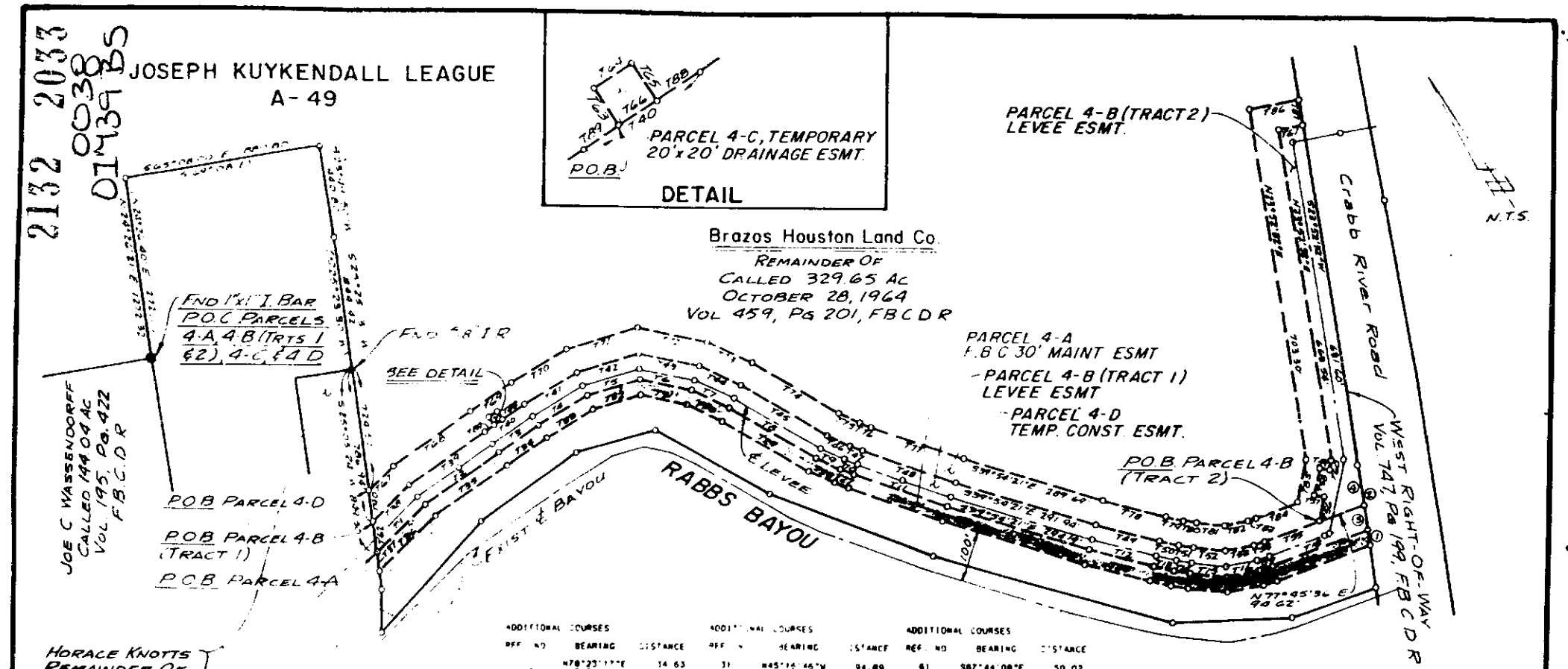
JOSEPH KUYKENDALL LEAGUE
A-49



NOTE: (CALL BEARING/DIST.)

HORACE KNOTTS
REMAINDER OF
CALLED 8.498 AC.
JUNE 13, 1967
VOL 488, PG. 291
F.B.C.D.R.

PARCEL 4-A	1.5090 AC	65,731 S.F.
PARCEL 4-B (TRACT 1)	2.4819 AC	108,112 S.F.
(TRACT 2)	0.9511 AC	41,431 S.F.
TOTALS 4-B	3.4340 AC	149,586 S.F.
PARCEL 4-C		400 S.F.
PARCEL 4-D	3.3133 AC	144,328 S.F.

CURVE DATA

CURVE NO	DELTA	RADIUS	LENGTH	CHORD	TAN	CH. BEARING
1	0°14'36"	22858.31	30.63	30.63	15.32	S 23°53'41"W
2	0°19'43"	22858.31	131.13	131.13	65.57	S 23°41'31"W
3	0°07'40"	22858.31	51.03	51.03	25.52	S 23°47'35"W
4	0°12'02"	22858.31	80.10	80.10	40.05	S 23°35'24"W

ADDITIONAL COURSES

REF. NO	BEARING	DISTANCE
1	N70°23'17"E	14.63
2	N87°38'37"E	18.65
3	N88°30'57"E	16.37
4	S88°33'29"E	4.04
5	N73°56'54"E	[illegible]
6	S45°16'46"E	05.98
7	S32°15'56"E	45.04
8	S26°53'35"E	39.92
9	S33°18'11"E	54.26
10	S35°16'12"E	28.43
11	S37°38'44"E	98.05
12	S42°47'58"E	32.19
13	S44°09'32"E	41.36
14	S48°43'18"E	32.84
15	S51°27'56"E	72.51
16	S68°12'40"E	57.15
17	S73°56'29"E	26.73
18	S77°45'36"E	203.54
19	N77°45'36"W	98.35
20	N73°56'29"W	29.23
21	N68°12'40"W	53.07
22	N51°27'56"W	[illegible]
23	N48°43'18"W	34.06
24	N44°09'32"W	42.91
25	N42°47'58"W	33.31
26	N37°38'44"W	98.27
27	N35°16'12"W	29.57
28	N33°18'11"W	56.45
29	N26°53'35"W	200.19
30	N32°15'56"W	78.21

ADDITIONAL COURSES

REF. NO	BEARING	DISTANCE
31	N45°16'46"W	94.89
32	N73°56'54"W	99.76
33	N88°33'29"W	09.43
34	S88°30'57"W	95.37
35	S87°38'57"W	75.96
36	S78°23'17"W	54.58
37	N25°05'24"E	37.42
38	N78°23'17"E	01.40
39	N87°38'57"E	83.08
40	N88°30'57"E	98.02
41	S88°33'29"E	121.73
42	S73°56'54"E	130.45
43	S45°16'46"E	124.48
44	S32°15'56"E	91.09
45	S26°53'35"E	199.48
46	S33°18'11"E	50.80
47	S35°16'12"E	28.54
48	S37°38'44"E	196.03
49	S42°47'58"E	130.34
50	S44°09'32"E	38.78
51	S48°43'18"E	28.75
52	S51°27'56"E	63.88
53	S68°12'40"E	57.28
54	S73°56'29"E	22.56
55	S77°45'36"E	117.47
56	N43°57'04"E	48.33
57	N46°02'56"W	20.00
58	N43°57'04"E	55.00
59	S46°02'56"E	20.00
60	N43°57'05"E	20.00

ADDITIONAL COURSES

REF. NO	BEARING	DISTANCE
61	S87°44'08"E	50.02
62	N25°05'24"E	62.38
63	N01°28'03"W	20.00
64	N88°30'57"E	20.00
65	S01°28'03"E	20.00
66	S88°30'57"W	20.00
67	N78°23'17"E	68.18
68	N87°38'57"E	87.51
69	N88°30'57"E	99.68
70	S88°33'29"E	129.41
71	S73°56'54"E	149.64
72	S45°16'46"E	142.94
73	S32°15'56"E	99.14
74	S26°53'35"E	199.01
75	S33°18'11"E	46.94
76	S35°16'12"E	24.64
77	S37°38'44"E	194.01
78	S42°47'58"E	28.48
79	S44°09'32"E	36.19
80	S48°43'18"E	28.58
81	S51°27'56"E	55.40
82	S68°12'40"E	47.43
83	S73°56'29"E	18.38
84	S77°45'36"E	87.92
85	N43°57'04"E	86.60
86	S87°44'08"E	100.04
87	S23°52'32"W	50.02
88	S88°30'57"W	54.10
89	S88°30'57"W	23.92
90	N25°05'24"E	62.36

ESPEY, HUSTON & ASSOCIATES, INC.
ENGINEERING & ENVIRONMENTAL CONSULTANTS

PARCELS
4-A, 4-B (TRTS. 1 & 2), 4-C, & 4-D
BRAZOS HOUSTON LAND CO. TRACT
JOSEPH KUYKENDALL LEAGUE
ABSTRACT NO. 49
FORT BEND COUNTY, TEXAS
SEPT. 22, 1988 JOB NO. 10771-04

AS PER ORIGINAL

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FILED

'89 JUN 26 P3:33

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY

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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 28 1989

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

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ABANDONMENT OF EASEMENTS

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

WHEREAS, FORT BEND COUNTY DRAINAGE DISTRICT (the "District") owns those certain drainage easements comprising a total of approximately 36.7 acres of land over, under, and across real properties situated in Fort Bend County, Texas, as such easements are described in the attached Exhibit "A".

WHEREAS, the District has determined that it does not need the above-described easements since an alternative drainage channel has been constructed and desires to abandon and relinquish all of its rights, titles, and interests in and to the above-described easements in exchange for certain easements dedicated to the District in accordance with the Agreement between the District and Fort Bend County Levee Improvement District No. 11, as approved by the District on February 13, 1989;

NOW, THEREFORE, the District does hereby abandon and relinquish all of its rights, titles and interests in and to the foregoing easements, over, under and across the above-mentioned properties, which easements shall terminate as of the date hereof.

EXECUTED this 19 day of June, 1989.

FORT BEND COUNTY DRAINAGE DISTRICT

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

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

Date: 6/19/89

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 19 day of June, 1989, by Jodie E. Stavinoha, as County Judge of the County of Fort Bend, on behalf of the Fort Bend County Drainage District.

Sharon A. Chapman
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS

SHARON A. CHAPMAN
Notary Public, State of Texas
My Commission Expires 6-9-91

(NOTARY SEAL)

AFTER RECORDING, RETURN TO: Lynne B. Humphries, Vinson & Elkins, 2800 First City Tower, 1001 Fannin, Houston, Texas 77002-6760.

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return to Elida

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AS PER ORIGINAL

1. One 100 foot drainage easement (Tract 2) granted to Fort Bend County Drainage District by instrument dated August 11, 1951, filed for record in Volume 336, Page 630 of the Deed Records of Fort Bend County, Texas.

2. A drainage easement granted to Fort Bend County Drainage District by instrument dated May 26, 1965, filed for record under Fort Bend County Clerk's File No. 153148.

3. Two easements 200 feet in width granted to Fort Bend County Drainage District, being 100 feet on each side of the centerline of Middle Bayou as created by instruments recorded in Volume 314, Page 95 and Volume 356, Page 514 of the Deed Records of Fort Bend County, Texas.

4. Two easements 100 feet in width granted to Fort Bend County Drainage District being on one side of the centerline of Middle Bayou created by instruments recorded in Volume 314, Page 89 and Page 97 of the Deed Records of Fort Bend County, Texas.

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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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 28 1989

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

FILED

'89 JUN 26 P3:33

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY

EXHIBIT A

xc: Dan Gerken 4-11-89

0038 DD 2

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
1605 Parkway Boulevard • Sugar Land, Texas 77478
(713) 491-1550

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April 7, 1989

Honorable Judge Jodie Stavinoha
Fort Bend County Drainage District Board
Post Office Box 368
Richmond, Texas 77469

RE: Detention Pond Requirements
Windswept Acres, Guy, Fort Bend County, Texas

Dear Judge Stavinoha:

Windswept Acres is a proposed rural subdivision of 44.838 acres of land consisting of only eight (8) lots of 5.0 to 6.0 acres each. There are no planned new streets for the subdivision. The lots will front and have access to Marek and Barek Roads.

On behalf of the Owners of the property, Mr. Frank Kolar and Mr. Richard Gunter, we are requesting that we be placed on the agenda for the next Drainage District Board meeting. The Owners are requesting consideration from the Board for the reduction or the elimination of the detention pond requirement as set forth in the current Fort Bend County Drainage Criteria Manual. This large, single-family lot subdivision will only alter the existing impervious condition approximately 2% from its existing state. Due to the flat topography of the land, the depth of the drainage outfall ditches, and the current drainage design criteria, the detention pond area will encompass approximately 6.5 acres of land, or about 15% of the subdivision.

Enclosed please find six (6) blueline copies of the proposed subdivision plat showing the detention pond layout. We are requesting the opportunity to make a presentation to the Board regarding detention pond requirements for large lot residential subdivisions.

If you have any questions, please contact me. Please notify us regarding the time and place of your next Drainage District Board meeting.

Sincerely,

KELLY R. KALUZA & ASSOCIATES, INC.

Kelly Kaluza

Kelly R. Kaluza, P.E.
President

KRK/cap
Enclosures

cc: Ms. Carolyn Gilligan
Mr. Frank Kolar
Mr. Jim Bain

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
1605 Parkway Boulevard • Sugar Land, Texas 77478
(713) 491-1550

May 11, 1989

Honorable Judge Jodie Stavinoha
Fort Bend County Drainage District Board
Post Office Box 368
Richmond, Texas 77469

RE: Windswept Acres, Guy, Fort Bend County, Texas

Dear Judge Stavinoha:

On behalf of the owners of the above referenced property, please consider this letter as our request to be removed from your next agenda of the Fort Bend County Drainage District Board. The staff of the Fort Bend County Drainage District and the Fort Bend County Engineering staff have met with me to discuss the project and technical requirements set in the Fort Bend County Drainage Criteria Manual.

We have resolved the technical questions and issues that our engineering firm had in designing the project within the guidelines of the Drainage Criteria Manual. The request of a variance will not be necessary.

We again appreciate the cooperation, understanding, and assistance the Fort Bend County Drainage District and Engineering Department staff have provided in resolving this issue.

If you have any questions, please contact me.

Sincerely,

KELLY R. KALUZA & ASSOCIATES, INC.

Kelly Kaluza

Kelly R. Kaluza, P.E.
President

KRK/cap

cc: Mr. Dan Gerken, P.E.
Mr. Ron Drachenberg, P.E.
Mr. Frank Kolar

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
THE PECAN GROVE MUNICIPAL UTILITY DISTRICT

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the Pecan Grove Municipal Utility District, hereinafter referred to as "M.U.D."

WHEREAS the M.U.D. desires that the Drainage District assist in the maintenance of drainage channels dedicated by instrument to the M.U.D.;

WHEREAS, the governing body of the M.U.D. has duly authorized this agreement;

WHEREAS, the Drainage District desires to assist the M.U.D. in the maintenance of drainage channels dedicated by instrument to the M.U.D.;

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 the M.U.D. mutually agree as follows:

1. The Drainage District may maintain drainage channels dedicated by instrument to the M.U.D. upon written notice by the President of the Board of Directors of the M.U.D. to the County Commissioner within whose precinct said drainage is located. Said maintenance shall be limited to control of vegetation by use of herbicides.

2. The letter from the President of the Board of Directors of the M.U.D. shall set forth the following:

a. Describe in detail the drainage maintenance the M.U.D. desires the Drainage District's assistance on and describe in detail the work the M.U.D. desires the Drainage District to perform. The work to be performed shall be limited to the application of herbicides within channel banks. The targeted specimen must be identified by the M.U.D.

b. The approximate time the M.U.D. desires the Drainage District to commence and the approximate time the M.U.D. desires the Drainage District to complete the work.

c. That the M.U.D. has current revenue funds available to pay the Drainage District its cost for any and all materials used pursuant to the request.

d. The M.U.D. agrees to pay for any and all materials used by the Drainage District pertaining to the request.

e. The M.U.D. agrees to provide at no cost to the Drainage District all water required for the maintenance activity.

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 is 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 M.U.D., provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County and/or Drainage District.

4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and equipment operators, at no cost to the M.U.D., necessary for the maintenance of drainage channels made the subject of such conditions.

AS PER ORIGINAL

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5. The M.U.D. agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit commencing during the time or after of the Drainage District's performing the necessary task of maintenance of said drainage channel(s). 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 M.U.D. harmless and will indemnify the M.U.D. from all costs incurred.

6. It is expressly understood and agreed that this agreement may be terminated by either party upon thirty (30) days written notice.

7. It is expressly understood and agreed that this agreement automatically terminated on the 31st day of December, 1989 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 20th day of May, 1989.

PECAN GROVE MUNICIPAL UTILITY DISTRICT

President, Board of Directors

ATTEST:

Secretary, Board of Directors

SIGNED this 22 day of May, 1989.

COUNTY OF FORT BEND

JOBIE E. STAVINOHA, County Judge

ATTEST:

Dianne Wilson, County Clerk

6. PRESENT AND DISCUSS MONTHLY REPORT:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept the April, 1989 Monthly Report as presented by Dan Gerken, Drainage District Manager. (Recorded in minutes in full)

7. ADJOURNMENT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that the Drainage District Board meeting be adjourned at 11:30 a.m. Monday, May 22, 1989.

0038 DD #6

COUNTY OF FORT BEND

Drainage District

01746

Daniel E. Gerken, P.E.
Manager / Engineer

Engineering / Administration
P. O. Box 1028 / 3417 Avenue F
Rosenberg, Texas 77471
342-2863

Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

MONTHLY REPORT
APRIL, 1989

The removal of vegetation from channels during April, 1989 was accomplished by herbicide applications and by mowing operations.

Forty-nine (49) channels were sprayed with herbicides including Big Creek II-B, Dry Creek II-B-2, Sims Bayou VIII and several of its tributaries, and Snake Creek and several of its tributaries. Those herbicides used were Rodeo, Roundup, and Arsenal.

Fourteen (14) channels including Buffalo Creek I-B-3, Oyster Creek II-K and Fulshear Creek II-F received shredder work. Shredding is currently being done to supplement herbicide applications when weather conditions do not allow safe use of the herbicides.

The District's bridge crew extended an existing bridge across Rabbs Bayou on the H. B. Pyle tract. This lengthening was made necessary by the current widening project on Rabbs Bayou. The crew also replaced several existing watergates that were in need of repair on Big Creek II-B, Deer Creek II-B-5, Snake Creek I-C and Mound Creek I-A.

The renovation of a Brazos River tributary being done through interlocal agreement with the City of Rosenberg continued throughout April. All dirt placement and side slope re-shaping is complete from Avenue B upstream to Seventh Street. A new tank car culvert crossing of Seventh Street is in place and being used.

The Big Creek Bypass project continued with two (2) draglines and two (2) bulldozers. Thirty-two thousand (32,000) cubic yards of dirt were dug and spread in April.

Work also continued on the setting of drop inlet pipes on Cow Creek II-A. All pipes have been set on the Fort Bend County side of the channel and work is progressing on the Brazoria County side.

The excavation of Rabbs Bayou II-D continued where the Linkbelt LS-98A dragline dug twenty thousand five hundred (20,500) cubic yards of spoil material.

The excavation of Willow Waterhole VIII-C-1 also continued with the Linkbelt LS-128 and Precinct #3's Koehring 305 draglines which dug sixteen thousand (16,000) cubic yards of dirt.

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The following charts show each project and which equipment was used during April, 1989.

AS PER ORIGINAL

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FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

1. BIG CREEK II-B
   E133-NORTHWEST 41AIR DRAGLINE 4/19-4/21

2. BIG CREEK BYPASS II-3 ALT
   E135-NORTHWEST 9570 DRAGLINE 4/3-4/7, 4/10-4/14, 4/17-4/21, 4/24-4/27
   E247-RAPIER NCK305 DRAGLINE 4/11-4/14, 4/17-4/21, 4/24-4/28
   E526-DRESSER TD25G DOZER 4/19-4/21, 4/24-4/28
   E532-DRESSER TD25G DOZER 4/3-4/7, 4/10-4/14, 4/17-4/21, 4/24-4/26

3. BUFFALO CREEK I-B-3
   E133-NORTHWEST 41AIR DRAGLINE 4/26
   E241-CASE 855C LOADER#7402317 4/19

4. CITY OF ROSENBERG ROSENBERG
   E222-FIAT ALLIS FD20 DOZER 4/5-4/7, 4/10, 4/13
   E226-CATERPILLAR D6D DOZER 4/3-4/7, 4/10-4/12, 4/17-4/21, 4/24-4/28
   E538-EL240HYDR. EXCAVATOR 4/12-4/13, 4/20-4/21, 4/24-4/26

5. COW CREEK I-A
   E133-NORTHWEST 41AIR DRAGLINE 4/26
   E241-CASE 855C LOADER#7402317 4/21, 4/24
   E519-LINKBELT LS2800 TRACKHOE 4/3-4/7, 4/10-4/14, 4/17-4/18, 4/20-4/21, 4/24-4/25

6. DEER CREEK II-B-5
   E133-NORTHWEST 41AIR DRAGLINE 4/24

7. DRY CREEK II-B-2
   E241-CASE 855C LOADER#7402317 4/19

8. MOUND CREEK I-A
   E133-NORTHWEST 41AIR DRAGLINE 4/27

9. OYSTER CREEK II-K
   E134-LINKBELT LS98A DRAGLINE 4/3

10. RABBS BAYOU II-D
    E133-NORTHWEST 41AIR DRAGLINE 4/3-4/7, 4/10-4/14, 4/17-4/18
    E134-LINKBELT LS98A DRAGLINE 4/4-4/7, 4/10-4/12, 4/14, 4/17-4/21, 4/24-4/29
    E222-FIAT ALLIS FD20 DOZER 4/11, 4/17-4/21, 4/25, 4/27-4/28
    E241-CASE 855C LOADER#7402317 4/19-4/20
    E511-CHAMPION 710A MOTORGRADER 4/10-4/11, 4/18-4/20, 4/27-4/28
    E526-DRESSER TD25G DOZER 3/17-3/19, 3/3-3/7, 3/10, 3/12, 3/14
    E538-EL240HYDR. EXCAVATOR 4/3-4/4, 4/14, 4/17-4/19

11. SEABOURNE CREEK II-B-4
    E519-LINKBELT LS2800 TRACKHOE 4/25-4/28

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

AS PER ORIGINAL

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01749

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

12. SNAKE CREEK I-C

E133-NORTHWEST 41AIR DRAGLINE	4/25

13. WILLOW FORK OF BUFFALO BAYOU V-A

E538-EL240HYDR. EXCAVATOR	4/5-4/7, 4/10-4/12

14. WILLOW WATERHOLE VIII-C-1

E193-LINKBELT LS126 DRAGLINE	4/3-4/7, 4/10-4/14, 4/17-4/21, 4/24, 4/26-4/28
E224-FIAT ALLIS FD20 DOZER	4/3-4/7, 4/10-4/14, 4/17-4/21, 4/24-4/28
E225-FIATALLIS FG85MOTORGRADER	4/12-4/13, 4/17, 4/20-4/21, 4/24-4/25
E227-FIAT ALLIS FD30 DOZER	4/3-4/7, 4/10-4/12, 4/14, 4/17-4/21, 4/24-4/25, 4/28
K305-KOEHRING K305 DRAGLINE	4/4-4/7, 4/10-4/14, 4/17-4/19, 4/24-4/25

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

0038

AS PER ORIGINAL

01750

1. BIG CREEK II-B
   E515-HESSTON 7066 TRACTOR 4/25

2. BUFFALO CREEK I-B-3
   E123-JOHNDEERE 350C SLOPEMOWER 4/11-4/12, 4/25-4/28
   E130-INTL. 784 SLOPEMOWER 4/11, 4/24
   E155-CASE 1390 TRACTOR 4/3-4/4, 4/12, 4/17, 4/24, 4/27-4/28
   E514-HESSTON 7066 TRACTOR 4/3-4/4, 4/10-4/11
   E525-HESSTON 7066 SLOPEMOWER 4/24
   E531-CASE 450 4/10-4/12, 4/17, 4/25, 4/27-4/28

3. FULSHEAR CREEK II-F
   E146-INTL. 784 TRACTOR 4/17-4/21, 4/24-4/27
   E524-HESSTON 7066 SLOPEMOWER 4/13-4/19

4. FULSHEAR FARMS II-N
   E243-FORD 6610 SLOPEMOWER 4/27-4/28
   E324-HESSTON 7066 SLOPEMOWER 4/27-4/28

5. GAPPS SLOUGH II-B-2-a
   E230-HESSTON 7066 TRACTOR 4/3, 4/7
   E515-HESSTON 7066 TRACTOR 4/3

6. GAPPS SLOUGH II-B-2-a-2
   E515-HESSTON 7066 TRACTOR 4/3-4/4

7. KEEGANS BAYOU VII
   E118-JOHNDEERE 350C SLOPEMOWER 4/19

8. KEEGANS BAYOU VII-E
   E118-JOHNDEERE 350C SLOPEMOWER 4/18-4/19

9. LOWER OYSTER CREEK III
   E119-JOHNDEERE 350C SLOPEMOWER 4/10
   E122-JOHNDEERE 350C SLOPEMOWER 4/10
   E230-HESSTON 7066 TRACTOR 4/5-4/7
   E515-HESSTON 7066 TRACTOR 4/5, 4/7, 4/17

10. LOWER OYSTER CREEK III-E
    E111-JOHNDEERE 350C SLOPEMOWER 4/12
    E142-MF 255 TRACTOR 4/11-4/12
    E157-CASE 1390 TRACTOR 4/11-4/12
    E515-HESSTON 7066 TRACTOR 4/12

11. OYSTER CREEK II-K
    E111-JOHNDEERE 350C SLOPEMOWER 4/12, 4/14
    E119-JOHNDEERE 350C SLOPEMOWER 4/4-4/5, 4/10-4/12, 4/17, 4/24-4/27
    E122-JOHNDEERE 350C SLOPEMOWER 4/10-4/12, 4/17, 4/25-4/27
    E142-MF 255 TRACTOR 4/12-4/14, 4/17, 4/27
    E157-CASE 1390 TRACTOR 4/12-4/14, 4/17, 4/26-4/27
    E230-HESSTON 7066 TRACTOR 4/10-4/12, 4/17, 4/25
    E515-HESSTON 7066 TRACTOR 4/12-4/14, 4/25
    E523-HESSTON 7066 SLOPEMOWER 4/17, 4/26

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

0038
AS PER ORIGINAL

01751

12. OYSTER CREEK II-K-2
E119-JOHNDEERE 350C SLOPEMOWER 4/3

13. OYSTER CREEK II-K-3
E142-MF 255 TRACTOR 4/11-4/13

14. OYSTER CREEK III-A
E122-JOHNDEERE 350C SLOPEMOWER 4/3-4/4, 4/6

15. SIMS BAYOU VIII-B-1
E126-JOHNDEERE 2640 SLOPEMOWER 4/6

16. SNAKE CREEK I-C-2
E110-JOHNDEERE 350C SLOPEMOWER 4/11
E130-INTL. 784 SLOPEMOWER 4/3-4/5, 4/10
E516-MF 283 SLOPEMOWER 4/10

17. STAFFORD RUN CR. II-K-1
E230-HESSTON 7066 TRACTOR 4/26

18. TURKEY CREEK I-D-14
E130-INTL. 784 SLOPEMOWER 4/10-4/11
E155-CASE 1390 TRACTOR 4/4-4/5
E514-HESSTON 7066 TRACTOR 4/4-4/5
E516-MF 283 SLOPEMOWER 4/10

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

0038

AS PER ORIGINAL

01752

1. BIG CREEK II-B

HANDSPRAYING	4/7
E101-JOHNDEERE 350 SLOPEMOWER	4/13
E102-JOHNDEERE 350 SLOPEMOWER	4/19-4/21, 4/24-4/28
E105-JOHNDEERE 350B SLOPEMOWER	4/19-4/21, 4/28
E107-JOHNDEERE 350C SLOPEMOWER	4/19-4/21, 4/24-4/26, 4/28
E129-INTL. 784 SLOPEMOWER	4/25-4/26

2. BIG CREEK II-B-7

E105-JOHNDEERE 350B SLOPEMOWER	4/19
E129-INTL. 784 SLOPEMOWER	4/27-4/28
E229-HESSTON 7066 TRACTOR	4/27-4/28

3. BIG CREEK II-B-9

E129-INTL. 784 SLOPEMOWER	4/28
E229-HESSTON 7066 TRACTOR	4/28

4. BRAZOS RIVER LATERAL II-H

E112-JOHNDEERE 350C SLOPEMOWER	2/21, 2/19-2/20, 2/28-2/28
E117-JOHNDEERE 350C SLOPEMOWER	4/19-4/21, 4/24-4/28
E158-CASE 1390 TRACTOR	4/25-4/28

5. BUFFALO CREEK I-B-3

E231-HESSTON 7066 TRACTOR	4/26

6. BULLHEAD SLOUGH II-L

E116-JOHNDEERE 350C SLOPEMOWER	4/27
E118-JOHNDEERE 350C SLOPEMOWER	4/27

7. CLEAR CREEK VI

88FORDF350(1FDKF38G1JNA97820)	4/20-4/21

8. COON CREEK II-B-3

E129-INTL. 784 SLOPEMOWER	4/18-4/21
E229-HESSTON 7066 TRACTOR	4/18-4/21

9. COON CREEK II-B-3-b

E129-INTL. 784 SLOPEMOWER	4/19

10. DRY CREEK II-B-2

E106-JOHNDEERE 350C SLOPEMOWER	4/6-4/7, 4/18-4/21, 4/24
E121-JOHNDEERE 350C SLOPEMOWER	4/6-4/7, 4/18-4/21, 4/24
E124-JOHNDEERE 350C SLOPEMOWER	4/6-4/7, 4/18-4/20
88FORDF350(1FDKF38G1JNA97820)	4/19

11. KEEGANS BAYOU VII

E116-JOHNDEERE 350C SLOPEMOWER	4/18-4/19
E118-JOHNDEERE 350C SLOPEMOWER	3/18, 3/19, 3/24

AS PER ORIGINAL

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

0038

01753

12. KEEGANS BAYOU VII-E
E118-JOHNDEERE 350C SLOPEMOWER 4/18-4/19

13. MEANS DITCH I-F
88FORDF350(1FDKF38G1JNA97820) 4/25-4/26

14. MISC. OPER. UPKEEP
E229-HESSTON 7066 TRACTOR 4/25

15. MUSTANG CREEK IV
88FORDF350(1FDKF38G1JNA97820) 4/21

16. OYSTER CREEK II-K
88FORDF350(1FDKF38G1JNA97820) 4/19

17. OYSTER CREEK II-K-5
88FORDF350(1FDKF38G1JNA97820) 4/27

18. RABBS BAYOU II-D
E106-JOHNDEERE 350C SLOPEMOWER 4/25, 4/27-4/28
E121-JOHNDEERE 350C SLOPEMOWER 4/25, 4/27-4/28
E124-JOHNDEERE 350C SLOPEMOWER 4/25, 4/27-4/28

19. SIMS BAYOU VIII-A
88FORDF350(1FDKF38G1JNA97820) 4/20

20. SIMS BAYOU VIII-A-1
88FORDF350(1FDKF38G1JNA97820) 4/20

21. SIMS BAYOU VIII-B
E126-JOHNDEERE 2640 SLOPEMOWER 4/21, 4/25, 4/27-4/28
E242-FORD 6610 SLOPEMOWER 4/21, 4/27-4/28
88FORDF350(1FDKF38G1JNA97820) 4/7, 4/18, 4/20

22. SIMS BAYOU VIII-B-1
E126-JOHNDEERE 2640 SLOPEMOWER 4/6-4/7, 4/18, 4/20
E242-FORD 6610 SLOPEMOWER 4/6-4/7, 4/18, 4/20
88FORDF350(1FDKF38G1JNA97820) 4/7, 4/18-4/19

23. SIMS BAYOU VIII-B-1-a
E126-JOHNDEERE 2640 SLOPEMOWER 4/18
88FORDF350(1FDKF38G1JNA97820) 4/18

24. SIMS BAYOU VIII-B-1-b
E242-FORD 6610 SLOPEMOWER 4/19
88FORDF350(1FDKF38G1JNA97820) 4/19

AS PER ORIGINAL

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

0038

01754

25. SIMS BAYOU VIII-B-1-c
E126-JOHNDEERE 2640 SLOPEMOWER 4/18
E242-FORD 6610 SLOPEMOWER 4/19
88FORDF350(1FDKF38G1JNA97820) 4/6

26. SIMS BAYOU VIII-B-2-a
88FORDF350(1FDKF38G1JNA97820) 4/19

27. SIMS BAYOU VIII-B-3
E126-JOHNDEERE 2640 SLOPEMOWER 4/21
E242-FORD 6610 SLOPEMOWER 4/21, 4/25

28. SIMS BAYOU VIII-D
88FORDF350(1FDKF38G1JNA97820) 4/21

29. SIMS BAYOU (CANGELOSI DITCH) VIII
88FORDF350(1FDKF38G1JNA97820) 4/21

30. SIMS BAYOU LAT. VIII-A-2
88FORDF350(1FDKF38G1JNA97820) 4/20

31. SIMS BAYOU LAT. VIII-B-1-d
88FORDF350(1FDKF38G1JNA97820) 4/7

32. SNAKE CREEK I-C
E105 JOHNDEERE 350B SLOPEMOWER 4/18-4/21, 4/24-4/28
E109-JOHNDEERE 350C SLOPEMOWER 4/6-4/7, 4/18, 4/20-4/21, 4/24-4/28
E125-JOHNDEERE 2640 SLOPEMOWER 4/6-4/7
E231-HESSTON 7066 TRACTOR 4/26

33. SNAKE CREEK I-C-10
E108-JOHNDEERE 350C SLOPEMOWER 4/21, 4/24-4/26
E110-JOHNDEERE 350C SLOPEMOWER 4/25
E231-HESSTON 7066 TRACTOR 4/25-4/26

34. SNAKE CREEK I-C-11
E108-JOHNDEERE 350C SLOPEMOWER 4/27-4/28

35. SNAKE CREEK I-C-2
E110-JOHNDEERE 350C SLOPEMOWER 4/6-4/7, 4/18
E231-HESSTON 7066 TRACTOR 4/6-4/7, 4/18

36. SNAKE CREEK I-C-3
E231-HESSTON 7066 TRACTOR 4/7

37. SNAKE CREEK I-C-4
E108-JOHNDEERE 350C SLOPEMOWER 4/6-4/7, 4/18

AS PER ORIGINAL

0038

01755

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

38. SNAKE CREEK I-C-5
E108-JOHNDEERE 350C SLOPEMOWER 4/18-4/20

39. SNAKE CREEK I-C-6
E110-JOHNDEERE 350C SLOPEMOWER 4/18
E231-HESSTON 7066 TRACTOR 4/18-4/19

40. SNAKE CREEK I-C-6-a
E110-JOHNDEERE 350C SLOPEMOWER 4/19-4/20
E231-HESSTON 7066 TRACTOR 4/20

41. SNAKE CREEK I-C-6-a-1
E110-JOHNDEERE 350C SLOPEMOWER 4/19-4/20
E231-HESSTON 7066 TRACTOR 4/19-4/20

42. SNAKE CREEK I-C-7
E110-JOHNDEERE 350C SLOPEMOWER 4/21
E231-HESSTON 7066 TRACTOR 4/21

43. SNAKE CREEK I-C-8
E110-JOHNDEERE 350C SLOPEMOWER 4/21, 4/24
E231-HESSTON 7066 TRACTOR 4/21, 4/24

44. TURKEY CREEK I-D
E231-HESSTON 7066 TRACTOR 4/27
88FORDF350(1FDKF38G1JNA97820) 4/26-4/28

45. TURKEY CREEK I-D-10
88FORDF350(1FDKF38G1JNA97820) 4/26

46. TURKEY CREEK I-D-6
E110-JOHNDEERE 350C SLOPEMOWER 4/26-4/28
E231-HESSTON 7066 TRACTOR 4/26, 4/28

47. TURKEY CREEK I-D-7
88FORDF350(1FDKF38G1JNA97820) 4/27

48. TURKEY CREEK I-D-9
88FORDF350(1FDKF38G1JNA97820) 4/27

49. WATERS LAKE BAYOU II-C-1
88FORDF350(1FDKF38G1JNA97820) 4/6

0038

01756

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

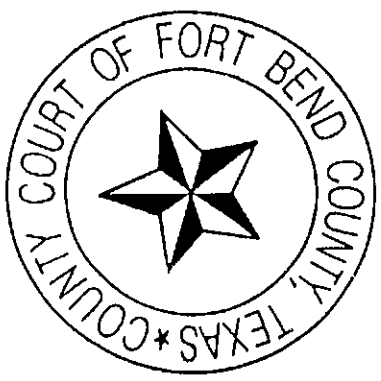
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON June 27, 1989.

STARTING WITH
FILM CODE NO. 89 vol.38 pg.1591

ENDING WITH
FILM CODE NO. 89 vol.38 pg.1755



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
Gloria G. MARTIN DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 27 DAY OF JUNE, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 1758.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin

GLORIA G. MARTIN DEPUTY

01758

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, JUNE 5, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of May 22, 1989.

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. Approve service/maintenance agreement(s) on various County equipment.

6. Consider accepting fee officers' monthly reports.

7. Sheriff Gus George, re: (1) accept donation of one dental chair; (2) request funding of Jail Chaplaincy program (funds available).

8. Marsha Gaines, Tax Assessor/Collector, re: approve refunds over $500.

9. Kathy Hynson, County Treasurer, re: present report on first quarter claims for Preferred Provider Insurance Program.

10. Approve request for proposal guidelines for study of County Jail & Juvenile Detention facility.

11. Consider appointing Indigent Services Coordinator.

12. Consider approval of pay request #21 in the amount of $302,637 to Lebco Constructors and $4,236.92 to Chris DiStefano.

13. Consider approval of change order #10 in the amount of $(1,089.00).

14. Consider approval of interlocal agreement with Gonzales County for housing of juveniles.

15. Discuss and consider action pertaining to proposed Hwy. 6 bypass to include drainage and flood control.

16. Accept donation of material and approve equipment rental on Voss Road project, Pct. 3.

17. Consider additional air conditioning in D.A.'s office computer room.

18. Consider appointment to Riceland Regional Mental Health Authority's Board of Directors.

19. Consider approval of agreement with Greater Fort Bend Economic Development Council for services through 12-31-89.

20. Consider approving construction plans for Fort Bend L.I.D. No. 7.

21. Consider approval of affiliation agreement with San Jacinto Jr. College for E.M.S. services.

22. Consider activating card key entry system for Travis Annex.

23. Consider awarding proposal for Engineering Services on the 5th Street Sanitary Sewer Project, and negotiate contract.

24. Consider approval of contract for Grant Administrative Services of the 5th Street Sanitary Sewer Projects subject to review by the County Attorney.

25. Consider approving plats for Cinco Blvd. & Westheimer Parkway at Grand Parkway, Pct. 3.

26. Consider approval of a partial replat of Sugar Crossing, Pct. 3.

27. Consider releasing maintenance bond on Keeganswood, Sec. 2 & 3, Pct.3.

28. Consider application from Prime Cable to lay cable bored under Thompson Crossing Dr., Pct. 4.

29. Consider application from GTE Southwest to lay cable under and along Macha Rd., Pct. 4.

30. Consider application from Southwestern Bell Telephone to lay cable under and along Tara Plantation (north side), Greatwood Parkway (east side) and Tara Plantation (west side), Pct. 1.

31. 10:00 a.m. - Hold public hearing for abandonment of a portion of Beltz Rd. (at Hwy. 6), Pct. 4, and consider taking action.

32. 10:15 a.m. - Hold public hearing for installation of traffic control devices on Plaza Libre & Rio del Sol Streets, Mission Bend, Sec. 5, Pct. 3, and consider taking action.

33. Approve replacement letters of credit for Colony Woods, Sec. 1; Oaks of Alcorn, Sec. 1; Old Mill Park Commercial Reserves A,B,B1&E.

34. Accept reimbursement checks for cancelled conferences & rebudget into Personnel Dept.'s conference line item.

35. Consider request from Engineering Dept. for auction vehicle.

36. Advertise for bids for mosquito-control machine.

37. Take action on the following bids: (1) Shelving for Law Library (#89-053); (2) Road materials, earthen (#89-057; (3) Road materials, chemical (#89-058).

38. Discuss submitting to the State Dept. of Highways & Public Transportation a priority list of new projects on Farm-to-Market roads.

39. Meet in Closed Session to discuss land matters (rights-of-way), and personnel matters (performance reviews for Dept. Heads), as authorized by Art. 6252-17, Sec. 2(f&g), VTCS, and consider taking action.

40. 1:30 p.m. - Open bids for the following: (1) Ford dealer parts (#89-061); (2) Weed, brush & insect control materials (#89-062); (3) Maintenance service of electric & electronic typewriters (#89-063).

41. Approve bills.

42. Adjournment. FILED FOR RECORD

TIME 3:30 ~~A.M.~~ P.M.

JUN 1 1989

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

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda was posted on the bulletin board, County Courthouse, and glass panels, Jane Long Annex, Richmond, Texas on Thursday, June 1, 1989 at 3:40 p.m. by Karma Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 5TH day of JUNE, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF MAY 22, 1989:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve meeting of MAY 22, 1989 with corrections to page 3 #13.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve line item transfer for EMERGENCY MANAGEMENT and transfer only $58.50 into Emergency Management Conference line item. (Recorded in minutes in full)

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

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following with the exception of two request by District Attorney; COMMISSIONER PRECINCT 1, 3 & 4, TREASURER, COUNTY JUDGE, JUSTICE OF THE PEACE #1, FIRE MARSHALL, SHERIFF and JUVENILE DETENTION. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out-of-town travel requests for DISTRICT ATTORNEY. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENT(S) ON VARIOUS COUNTY EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve service agreement with Ampex Business Machines for two Amano time clock in the amount of $195.00 annual cost. (Recorded in minutes in full)

6. CONSIDER ACCEPTING FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly

AS PER ORIGINAL

3

0038

01761

COUNTY AUDITOR JUN 1 1989

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1989

On this the _____ day of _____, 1987, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 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 1987, adopted October 20, 1986.

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. Emergency Management 46 LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
			58.50
0701 Conferences	3,374.00	4,374.00	~~1,000.00~~ Increase
3000 Materials & Supplies	6,500.00	5,500.00	~~1,000.00~~ Decrease
			58.50

DATE: May 19, 1989

DEPARTMENT HEAD: Melvin L Speed

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

0038 04762

RECEIVED
JUN 1 1989
COUNTY JUDGE

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Gary Tilton

DATE OF DEPARTURE: September 6, 1989

DATE OF RETURN: September 9, 1989

DESTINATION: Nacogdoches, Texas

PURPOSE OF TRIP: Attend Texas Fire Marshal's Association Seminar

MODE OF TRANSPORTATION: County Car

****

DEPARTMENT HEAD APPROVAL: Gary Tilton, F.B.C. Fire Marshal/Safety Director
Name & Department

DATE: 5-31-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 6/5/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

0038 4
01763

RECEIVED
JUN 1 1989
COUNTY JUDGE

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Gary A. Geick

DATE OF DEPARTURE: 6-13-89

DATE OF RETURN: 6-17-89

DESTINATION: Lubbock, Texas

PURPOSE OF TRIP: Justice of the Peace + Constables Assoc. of Texas Conference Seminar.

MODE OF TRANSPORTATION: Own Automobile

****

DEPARTMENT HEAD APPROVAL: Gary A. Geick JP #1
Name & Department

DATE: 5-24-89

Gary A. Geick
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 6/5/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

0038

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
JUN 1 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

R. L. O'Shieles

Bob Lutts

DATE OF DEPARTURE: June 28, 1989

DATE OF RETURN: July 1, 1989

DESTINATION: Corpus Christi, Texas

PURPOSE OF TRIP: to attend the South Texas County Judges & Commissioners Association Conference

MODE OF TRANSPORTATION: personal vehicle

****

DEPARTMENT HEAD APPROVAL: Commissioner, Precinct #1 Road & Bridge
Name & Department

DATE: 05-08-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 4/5/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

0038 N
01765

RECEIVED
MAY 26 1989

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

1.) Steve Macho

Period: Date of Departure 7/23/89

Date of Return 7/28/89

Purpose of Trip: 32nd Annual Institute of Alcohol & Drug Studies

Places to be Visited: Austin, Texas

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

Dennis A. McGee
Name

5/24/89
Date

Chief Juv. Prob. Officer
Title

* *

Approved: Commissioners' Court

County Judge

6/5/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

0038 4

01766

MAY 23 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure August 14, 1989

Date of Return August 18, 1989

Purpose of Trip: County Treasurer's Association of Texas Board Meeting and TAC Post Legislative Conference

Places to be Visited: Austin, TX

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

Kathy Hymson
Name

May 22, 1989
Date

County Treasurer
Title

* *

Approved: Commissioners' Court

County Judge

6/5/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

0038 4

FORT BEND COUNTY 01767

TRAVEL AUTHORIZATION

RECEIVED MAY 23 1989 COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Ben Janacek, Richard Dawson, Susan Lowery Susan Smith, Nancy Cook, Lora Lenzsch,

Sam Dick, Denise Markech, Glenn Lilly, Frank Follis, John Healey, Rose Mary Galvan,

Tom Bernstein, Ralph Gonzalez, John Harrity, H. C. Gregory

DATE OF DEPARTURE: 9-19-89

DATE OF RETURN: 9-21-89

DESTINATION: El Paso, Texas

PURPOSE OF TRIP: TDCAA Annual Criminal Law Update Seminar

MODE OF TRANSPORTATION: Airline

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick, Criminal District Attorney
Name & Department

DATE: 5-22-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 6/5/89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

0038
01768

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAY 23 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Randy Ward — Mark Williams

Tim Coons — Dois Frederick

DATE OF DEPARTURE: June 27, 1989

DATE OF RETURN: June 29, 1989

DESTINATION: Houston, Texas

PURPOSE OF TRIP: attend concepts from AASHTO

MODE OF TRANSPORTATION: County Vehicle

****

DEPARTMENT HEAD APPROVAL: _____
Name & Department

DATE: 5-22-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date 6/5/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

0038
01763

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAY 17 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Alan Small

DATE OF DEPARTURE: MAY 16, 1989

DATE OF RETURN: MAY 17, 1989

DESTINATION: San Antonio, Texas

PURPOSE OF TRIP: To Visit Juvenile Center

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick, Criminal Dist. Attorney
Name & Department

DATE: 5-15-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 4/5/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

0038

01770

FORT BEND COUNTY

TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Jodie E. Stavinoha

DATE OF DEPARTURE: June 8, 1989

DATE OF RETURN: June 10, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Mental Health Board meetings

MODE OF TRANSPORTATION: Personal Auto

****

DEPARTMENT HEAD APPROVAL: Jodie E. Stavinoha
Name & Department

DATE: June 5, 1989

Signature J. Stavinoha

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 6/5/89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

0038
01771 4

RECEIVED
JUN 1 1989
COUNTY JUDGE

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:

Deputy Marti Bronikowski to attend.

Period: Date of Departure 6/5/89

Date of Return 6/11/89

Purpose of Trip:

attend National Police Olympics

Places to be Visited: Larado, Texas

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

Gus George
Name

6/1/89
Date

Sheriff
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

6/5/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

0038

01772 / 5

REQUISITION

FORT BEND COUNTY PURCHASING DEPARTMENT

DEPARTMENT: ROAD & BRIDGE PCT. # 3
SHIPPED TO NAME: COMMISSIONER - PCT. #3
SHIPPED TO ADDRESS: 19310 CANAL RD.
SHIPPED TO CITY,STATE,ZIP: RICHMOND, TEXAS

DATE 06/02/89
REQ#: 3037
P.O.:

DIST. CODE 08-03-0049-4010

QNTY.	PART NO./GENERAL DESCRIPTION	UNIT	EST. PRICE	TOTAL AMT.
1	S#MJR8000 SERVICE CONTRACT ON AMANO TIME CLOCK	EA	195.00	195.00
		TOTAL COST	$	195.00

JUSTIFICATION:

LAST KNOWN SOURCE: AMPEX BUSINESS MACHINES,

PHONE: - -

NEAREST PLANT/PIT/SIDING: 6400 GULF FRWY

DEPARTMENT HEAD SIGNATURE AND DATE: 6-2-89

PURCHASING AGENT: AUDITOR:

SELECTED VENDOR (PURCHASING):

VENDOR INVOICE NUMBER: VENDOR NUMBER 155353

Approved

County Auditor
FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77469

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

June 5, 1989

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of April, 1989. 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.

The breakdown of the fees paid by the Tax Collector in April is attached to this letter.

The following is the criminal and civil case report for the JPs for the month of April, 1989:

JP	# OF CASES:	New	Pending	Dismissed	Paid	Open	Civil Cases
JP 1	Geick	661	3443	135	367	3602	37
JP2-1	Molina	549	993	77	320	1145	75
JP2-2	Fredrickson	458	889	92	331	924	5
JP3	Stahl	124	289	8	82	323	49
JP4	Adolphus	407	4271	128	169	4381	21

Quarterly Audits were conducted which included internal controls on all Fee Officers except District Clerk, County Clerk, Tax Collector, and the District Attorney Bad Check Division. Nothing material was brought to our attention, however, we did make several suggestions and recommendations to strengthen some areas of weakness. These suggestions included proper procedures for handling restitution checks in JP 4 and proper posting of docket books in JP 1, JP 2-1, and JP 3.

Cash counts were conducted in the Sheriff's Department, all JP's, and all Constables offices. All cash counts balanced.

There was nothing that would lead us to believe that these reports are not, in all material respects, a fair representation of cash transactions of the records presented to us.

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1989.

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 April, 1989 be approved as recommended by the County Auditor in his letter of June 5, 1989.

Jodie Stavinoha, County Judge
Sam Dick, District Attorney
Dianne Wilson, County Clerk
Glory Ketelers, District Clerk
Gus George, Sheriff
Gary Geick, JP Pct. 1
George Molina, JP Pct. 2-1
Marsha Gaines, Tax Collector
Gary Fredrickson, JP Pct. 2-2
Robert Stahl, JP Pct. 3
James Adolphus, JP Pct. 4
R.L."Tiny" Gaston, Constable Pct.1
Ray Breeding, Constable Pct. 2
Rob Cook, Constable Pct. 3
S. H. Werlein, Constable Pct. 4

Yours very truly,

Robert Grayless,
County Auditor

RG:DP:dp

FEE OFFICERS REPORT TO COMMISSIONERS COURT
APRIL 1989

OFFICER	SOURCE	GROSS AMOUNT	FEES OF OFFICE GEN'L FND*	ROAD & BRIDGE**	MSC. FEES & REFUNDS	TOTAL COLLECTED	YEAR TO DATE
County Clerk	Civil	65,695.85					
	Criminal	51,063.50	75,925.85	24,164.25	16,669.25	116,759.35	474,066.73
District Clerk	Civil	47,652.83					
	Criminal	20,756.00	34,267.30	6,570.00	27,571.53	68,408.83	294,869.93
Tax Collector	See Letter	171,343.53	171,343.53			171,343.53	894,721.33
District Atty.	****Bad Chec	3,081.45	3,081.45			3,081.45	14,613.19
Sheriff	Criminal	33,868.20	7,734.20		26,134.00	33,868.20	98,439.36
J.P. #1	Civil	1,845.00					
	Criminal	25,555.52	19,889.42		7,511.00	27,400.42	86,251.97
J.P. #2-1	Civil	3,788.00					
	Criminal	17,366.50	16,493.00		4,661.50	21,154.50	72,052.00
J.P. #2-2	Civil	267.00					
	Criminal	22,546.00	16,656.00		6,157.00	22,813.00	86,526.75
J.P. #3	Civil	5,559.05					
	Criminal	3,902.50	6,511.72		2,949.83	9,461.55	41,618.65
J.P. #4	Civil	1,245.00					
	Criminal	12,755.00	11,265.50		2,734.50	14,000.00	56,186.09
Constable #1	Civil	17,658.85	1,969.29		15,689.56	17,658.85	26,201.91
Constable #2	Civil	3,969.92	1,591.16		2,378.76	3,969.92	11,887.42
Constable #3	Civil	16,115.25	5,031.89		11,083.36	16,115.25	45,974.93
Constable #4	Civil	9,745.47	3,406.93		6,338.54	9,745.47	19,665.73
TOTAL		535,780.42	375,167.24	30,734.25	129,878.83	535,780.32	2,223,075.99

* County Revenues deposited into the General Fund includes: Fees collected by the officer for other county officials,, i.e. County Judge, D.A., Sheriff, Constable, Animal Control;
** County Revenues deposited into the Road & Bridge Fund.
*** Other Misc. Fees and Refunds includes: State Comptroller, 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 will also be reported on the annual report.
**** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fund.

FORT BEND COUNTY AUDITOR

TAX/COLLECTOR FEES & INTEREST
PAID IN THE MONTH OF
APRIL, 1989

HIGHWAY FEES JANUARY 1989.....	62,065.34		
HIGHWAY FEES FEB & MAR 1989.....	0.00 *		
	0.00		
TOTAL HIGHWAY FEES			62,065.34
PROPERTY TAX COMMISSIONS			
JAN 1989 PAGE 22-24.....	16,027.45		
FEB 1989 PAGE 8-12.....	4,490.88		
MAR 1989 PAGE 1-8.....	1,368.32		
TOTAL COMMISSIONS			21,886.65
TAX CERTIFICATES -JAN,FEB,MAR 1989	4,255.00 *		
MUD CERTIFICATES - MAR 1989	10.00		
TOTAL COMMISSIONS			4,265.00
ROAD AND BRIDGE - JANUARY 1988	43,994.35		
FEB & MAR 1989	0.00 *		
TOTAL ROAD & BRIDGE			43,994.35
BEER AND LIQUOR - MARCH 1989	3,317.25	(4)	
	0.00		
TOTAL BEER & LIQUOR			3,317.25
INTEREST-NOW ACCT MAR 1989	19,186.48		
REPO INVESTMENTS APR 1989	16,628.46		
	0.00		
TOTAL INTEREST			35,814.94
GRAND TOTAL FEES			171,343.53

* Not paid by April 1989.

BY Mary Hancock
Mary Hancock, Internal Auditor
5/17/89

County Auditor
FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77469

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

June 5, 1989

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 April, 1989. 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 completion of our examination of reports of such officers for the year ending December 31, 1989.

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 April, 1989 be approved as recommended by the County Auditor in his letter of June 5, 1989.

Ronald Drachenberg, Engineering
Walter Culpepper, Health & Sanitation
Daniel Kosler, Ambulance Service
A E "Al" Dobson, Adult Probation
Dennis McAfee, Juvenile Probation
Roman Bohachevsky, Library
Laidlaw Waste, Sanitary Landfill
Hopie Solomon, Indigent Care
Travis Boeker, Fairgrounds
Cynthia Reeves, Animal Control
Mary Lynn Chesshire, Bail Bond Board
Elizabeth LaVois, Child Support

Yours very truly,

Robert Grayless,
County Auditor

RG:DP:dp

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

APRIL 1989

	TOTAL COLLECTED	YEAR TO DATE
CHILD SUPPORT	1,596.00	7,860.00
HEALTH AND SANITATION	2,929.00	10,522.00
AMBULANCE	8,437.74	36,990.28
ANIMAL CONTROL	733.00	3,177.00
SANITARY LANDFILL	142,627.19	530,047.41
LIBRARIES	6,730.46	23,306.41
INDIGENT CARE	94.00	345.00
FAIRGROUNDS	4,758.50	22,437.50
ADULT PROBATION (FUND 99)	47,921.00	193,980.84
JUVENILE PROBATION	1,227.00	8,413.92
COUNTY ENGINEERING	879.00	5,154.00
BAIL BOND BOARD	0.00	1,000.00
TOTAL FOR MONTH	217,932.89	843,234.36

AUDITOR'S FORM 1054

put and unanimously carried, it is ordered to accept Fee Officers and Non-Fee Officers monthly report for APRIL, 1989. (Recorded in minutes in full)

7. SHERIFF GUS GEORGE, RE: (1) ACCEPT DONATION OF ONE DENTAL CHAIR; (2) REQUEST FUNDING OF JAIL CHAPLAINCY PROGRAM (FUNDS AVAILABLE):

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept one dental chair donated by Federal Government to the Fort Bend County Sheriff's Dept. (Recorded in minutes in full)

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorized funds not to exceed $10,000 to continue Fort Bend County Jail Chaplaincy Program.

8. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: APPROVE REFUNDS OVER $500:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve refunds to the following as presented by Marsha Gaines, Tax Assessor/Collector: (Recorded in minutes in full)

Farmers Insurance Exchange	$ 537.26
Falcon Park (1982)	$ 4,926.48
Falcon Park (1986)	$ 7,494.71
Plantation Land Company	$ 525.05

9. KATHY HYNSON, COUNTY TREASURER, RE: PRESENT REPORT ON FIRST QUARTER CLAIMS FOR PREFERRED PROVIDER INSURANCE PROGRAM:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept report on first quarter claims for Preferred Provider Insurance Program as presented by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

Court recognized the excellent job Sunday & Assoc. is doing to save the county funds.

10. APPROVE REQUEST FOR PROPOSAL GUIDELINES FOR STUDY OF COUNTY JAIL & JUVENILE DETENTION FACILITY:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept spec and advertise for proposals for guidelines for study of county jail & juvenile detention facility. (Recorded in minutes in full)

11. CONSIDER APPOINTING INDIGENT SERVICES COORDINATOR:

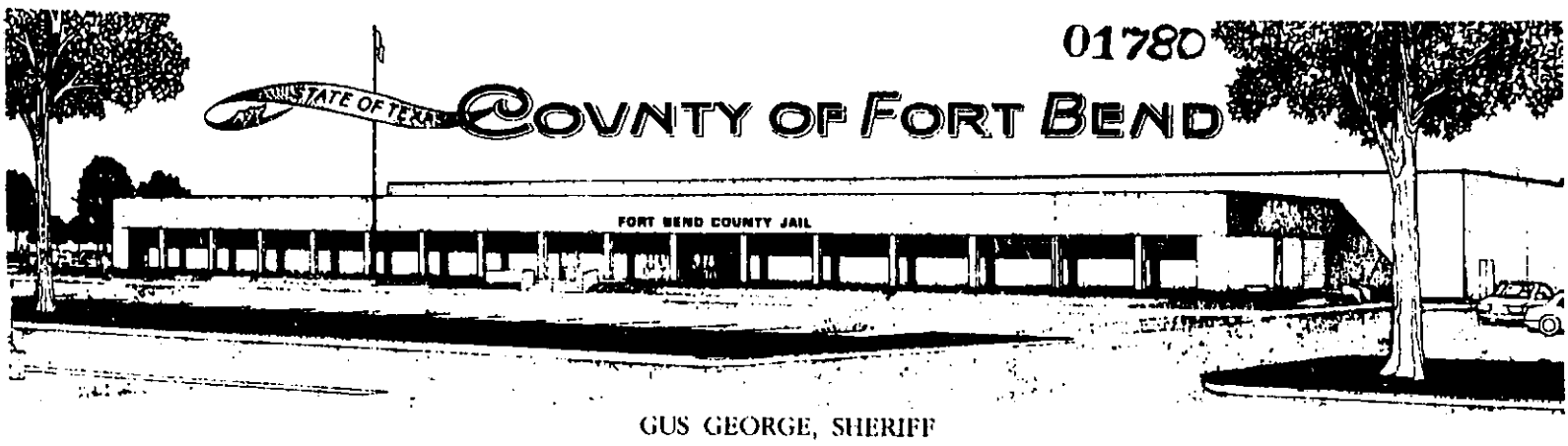
Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to appoint Mr. J.R. Hardin as Indigent Service Coordinator at an annual salary of $25,000 plus benefits and a $400.00 month car allowance (or county car) effective June 5. Funds to come from Indigent Budget.

12. CONSIDER APPROVAL OF PAY REQUEST #21 IN THE AMOUNT OF $302,637 TO LEBCO CONSTRUCTORS AND $4,236.92 TO CHRIS DISTEFANO:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve pay request #21 in the amount of $302,637 to Lebco Constructors and $4,236.92 to Chris DiStefano with a retainer of $50,000 as recommended by Neville Lancaster and the Architect with a sign-off from each dept. head in the Wm. Travis Annex. (Recorded in minutes in full)

0038 7(1)

01780



GUS GEORGE, SHERIFF

May 30, 1989

Honorable Jodie E. Stavinoha, County Judge
Honorable R. L. O'Shieles, Commissioner Precinct #1
Honorable Ben Denham, Commissioner Precinct #2
Honorable Alton Pressley, Commissioner Precinct #3
Honorable Bob Lutts, Commissioner Precinct #4

Gentlemen:

We request the following item be included on the Commissioners' Court Agenda for Monday, June 5, 1989.

Accept one (1) dental chair donated to the Fort Bend County Sheriff Department.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

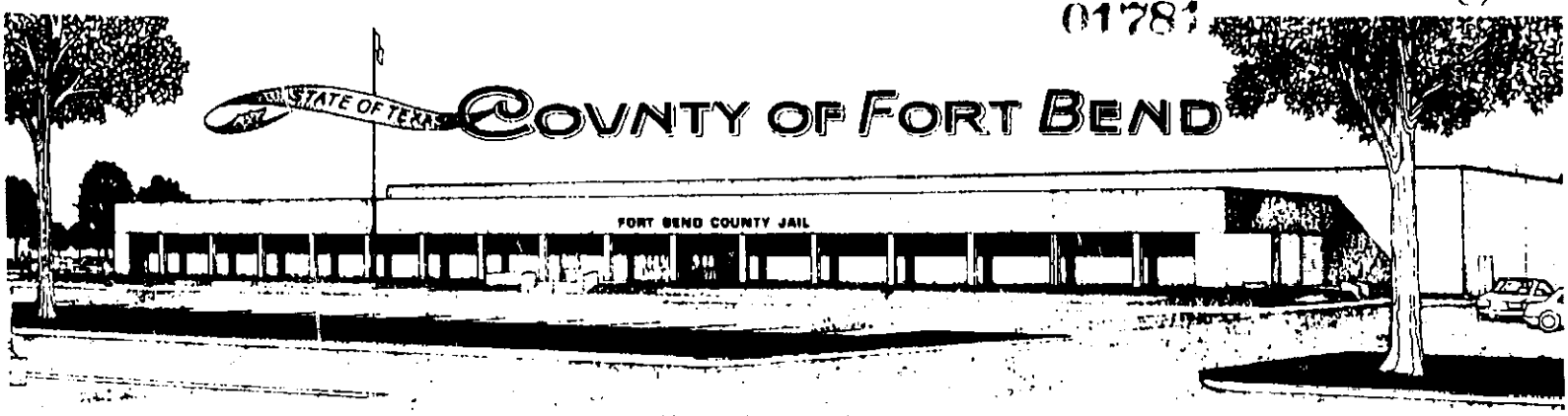
GG/en

cc: Dianne Wilson, County Clerk

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

0038
01781

7(2)



GUS GEORGE, SHERIFF

May 30, 1989

Honorable Jodie E. Stavinoha, County Judge
Honorable R. L. O'Shieles, Commissioner Precinct #1
Honorable Ben Denham, Commissioner Precinct #2
Honorable Alton Pressley, Commissioner Precinct #3
Honorable Bob Lutts, Commissioner Precinct #4

Gentlemen:

We request the following item be included on the Commissioners' Court Agenda for Monday, June 5, 1989.

In 1987, the Fort Bend County Jail Chaplaincy Council received a decreasing three year grant from the George Foundation to provide funding for a full time Chaplain in the Fort Bend County Jail. The first year grant of $25,063.00 was received on July 28, 1988. To receive the first year grant, the Chaplaincy Council raised $10,741.00 in matching funds.

We are now approaching the deadline for second year funding. Matching funds in the amount of $17,932.00 must be raised prior to July 28, 1989 in order to receive $17,932.00 in grant monies from the George Foundation.

The Chaplaincy Council continues to seek funds from local churches, service organizations, private industry and concerned citizens. To date, the Council has raised $7,922.00 leaving a deficit of $10,010.00.

Fund raising efforts will continue, however, it is requested that the Commissioners' Court authorize the additional funds, not to exceed $10,000 for the continuation of the Chaplaincy Program in the Fort Bend County Jail.

Funds are available in the Sheriff Department's 1989 Budget in Line Item #1050-0027-0200 - Salaries. Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/en

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

8

0038

01782

MARSHA P. GAINES
TAX ASSESSOR/COLLECTOR

MEMORANDUM

To: Judge Jodie Stavinoha
Commissioner R. L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

From: Marsha P. Gaines

Date: May 30, 1989

Reference: Commissioners Court Agenda

Please place the following over $500.00 refunds on Commissioners Court Agenda for June 5, 1989:

Farmers Insurance Exchange Central Appraisal District Lowered Value to 4260 for 1987 S#16	$ 537.26
Falcon Park Paid in error by Falcon Park for 1982	$ 4,926.48
Falcon Park Paid in error by Falcon Park for 1986	$ 7,494.71
Plantation Land Company Central Appraisal District Lowered Value to 197110 Cause # 58465 for 1987	$ 525.05

Marsha

AS PER ORIGINAL

0038

01783

TAX YEAR(S): 1987

CHANGE # Supp#16

10/28

FORT BEND CENTRAL APPRAISAL DISTRICT

PROPERTY TO BE: ADDED ____ CHANGED X DELETED ____

Pd 10-7-05 By: Farmers Insurance Group

JURISDICTION SUBMITTING CHANGE FBCAD

APPROVED BY TS

DATE OCT 26, 1988

NAME CHANGE ____ ADDRESS CHANGE ____ EXEMPTION CHANGES:

LEGAL CHANGE ____ VALUE CHANGE X HOMESTEAD ____

ACREAGE CHANGE ____ AG VALUE CHANGE ____ OVER 65 ____

JURISDICTION ____ MISCELLANEOUS ____ DISABILITY ____

DELETE ____ CATEGORY X VETERAN ____

Pd 2-8-88 10-7-05

ORIGINAL ACCOUNT INFO

ACCT# 9963-06-000-0100-901

PROPERTY I.D. - R # P125411

OWNER FARMERS INSURANCE EXCHANGE

ADDRESS P. O. BOX 2902

AUSTIN, TX 78769

G	C	S	H	W	D	F	J	R
01	15	01			01	01		

LEGAL PERSONAL PROPERTY EDP & CPTR EQUIP FOR GERKIN INS LOCATED AT 2212 THOMPSON HWY IN RICHMOND

ACRES ____

SITUS 2212 THOMPSONS RD

MAP # ____

NEW ACCOUNT INFO

ACCT# ____

PROPERTY I.D. - R # ____

OWNER ____

ADDRESS ____

same

G	C	S	H	W	D	F	J	A

LEGAL ____

same

ACRES ____

SITUS ____

MAP # ____

EXPLANATION - SOURCE: CORRECT VALUE FOR 1987, 1988 & 1989 PER RENDITION

ORIGINAL VALUES		CATEGORY	NEW VALUES		CATEGORY
LAND HS			LAND HS		
LAND NON HS			LAND NON HS		
LAND AG MKT			LAND AG MKT		
LAND AG USE			LAND AG USE		
IMPROVEMENT HS			IMPROVEMENT HS		
IMPROVE.NON HS			IMPROVE.NON HS		
PERSONAL	135,940	L1	PERSONAL	4,260.	L1L
MINERAL			MINERAL		
RENDERED VALUE			RENDERED VALUE		
HOMESTEAD			HOMESTEAD		
OVER 65	YEAR		OVER 65	YEAR	
FROZEN LEVY			FROZEN LEVY		
DISABILITY			DISABILITY		
VETERAN			VETERAN		(131580)

DEPARTMENT / CHANGES MADE:

COM. ____ RES. ____ LAND ____ P.P. X MAP ____ SCHOOL ____

PROPERTY CARD ____ DATA FILE ____ AUDIT ____

SUBMITTED BY: Julie Ordon

CUSTOMER ____

PHONE ____

APR 0 5 1989 0038

01784

State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor Collector
Collecting Tax For: Fort Bend County
(Taxing Units)
P. O. Box 399 Richmond, Tx 77469
Address
City, State, Zip Code

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name: Farmers Insurance Exchange
Address: P. O. Box 2902 Austin, Tx 78769
Telephone Number (if additional information is needed): (512) 445-9382

IDENTIFICATION OF PROPERTY:
Description of Property: Personal Property EDQ & CPTR Equip for Gerken Ins.
Located at 2212 Thompson Hwy in Richmond
Address or Location of Property:
Account Number of Property: 901-9963-06-000-0100 or Tax Receipt Number: 107705

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. FBC	19 87	2/8 / 19 88	$ 554.64	$ 537.26
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation):
Lower Value to 4260 for 1987 S#16

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

Tony Dimitri, Regional Accounting Supr. 4-3-89
Signature Date of Application for Tax Refund

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer Date

Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over $500 Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

REFUND 31 11

0038

C1785

'Void

MAR 20 1989

MARSHA P. GAINES
TAX ASSESSOR – COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

ORIGINAL

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

Lower value to 4260 S#16

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1987	M=MISC PERS	11969	51

FULL PAYMENT

ACCOUNT NUMBER	RECEIPT NO.
.901-9963-06-000-0100	C 107705

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURS.	TAX RATE	TAX AMOUNT
PERSONAL PROPERTY EDP & CPTR E QUIP FOR GERKEN INS LOCATED AT 2212 THOMPSON HWY IN RICHMOND			135,940	079	.3250	441.81
				179	.0365	49.62
				279	.0465	63.21
				TOTAL TAX		554.64
pay to mgt + repost		TOTAL TAXABLE VALUE	135,940			

L037
02/03/88

125572

TOTAL PAID 554.64

FARMERS INSURANCE EXCHANGE
P O BOX 2932

AUSTIN TX 78769

MAR 0 6 1989

PAID BY FARMERS INSURANCE GROUP
21[illegible] S. INTERREGIONAL HWY.
AUSTIN, TX. 7871[illegible]

DATE 02/03/88 METHOD PRE-DEPOSIT 02/03/88
RECEIVED 01/29/88
[illegible]

0038

01786

MARSHA P. GAINES
TAX ASSESSOR – COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

ORIGINAL

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

AX YEAR	ROLL DESCRIPTION	PAGE	LINE
1987	M=MISC PERS	0	0

FULL PAYMENT
** BACKOUT **

ACCOUNT NUMBER	RECEIPT NO.
.901-9963-06-000-0100	B 107705

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS.	TAX RATE	TAX AMOUNT
RSONAL PROPERTY EDP & CPTR UIP FOR GERKEN INS LOCATED 2212 THOMPSON HWY IN CHMOND	HMSTD. C & D HMSTD. LRFC.	LAND HS	PERSONAL 135,940	079		13.85
		LAND NON HS	AG MARKET	179		1.55
	D.A.V.	IMPR. HS	AG USE	279		1.98
	OV-65 OV-65 JR COL	IMPR. NON HS				
	DSABL			TOTAL TAX		17.38
IG TAX YEAR = 1987	AGRI	TOTAL TAXABLE VALUE	135,940			

TLS 03/27/89		
270970	TOTAL PAID	17.38

FARMERS INSURANCE EXCHANGE
P O BOX 2902

AUSTIN TX 78769

PAID BY
FARMERS INSURANCE GROUP
2100 S INTERREGIONAL HWY
AUSTIN TX 78704

DATE 03/27/89 METHOD PRE-DEPSTD 02/03/88
RECEIVED 03/27/89
00000568

YEAR(S) ~~1985~~ 1986 ~~1987~~

3/27

Supl # 4733

AS PER ORIGINAL

CHANGE # Chg Form 3-10-87 0038

01787

MAR 16 1989

FORT BEND CENTRAL APPRAISAL DISTRICT

JB#417

PROPERTY TO BE: ADDED ____ CHANGED X DELETED ____

JURISDICTION SUBMITTING CHANGE ____

APPROVED BY HW

DATE 3-10-87

NAME CHANGE X | ADDRESS CHANGE X | EXEMPTION CHANGES:

LEGAL CHANGE ____ | VALUE CHANGE ____ | HOMESTEAD ____

ACREAGE CHANGE ____ | AG VALUE CHANGE ____ | OVER 65 ____

JURISDICTION ____ | MISCELLANEOUS ____ | DISABILITY ____

DELETE ____ | CATEGORY ____ | VETERAN ____

ORIGINAL ACCOUNT INFO	NEW ACCOUNT INFO
ACCT# 0292-00-000-0100-914	ACCT#
PROPERTY I.D. - R # 131800	PROPERTY I.D. - R #
OWNER Marland Company	OWNER Tucker, Jessie A. Family Trust
ADDRESS % Harding + Carbone	ADDRESS Box 218
4615 SW Fwy - #415	Katy, TX 77450
Houston, TX 77027	
G 01 C 06 S 13 M 00 W 00 D 01 F 01 J 00 R 00	G C S M W D F J R
LEGAL A-292 John McKnight	LEGAL Changed name + address 5-24-89 Vicky
ACRES 54.87	ACRES
SITUS	SITUS
MAP # Z-2,5	MAP #

EXPLANTATION - SOURCE: 410/500 12/16/60 12/28/60

Harding + Carbone stated Marland Company did not buy this tract - last deed of record into Jessie Tucker

ORIGINAL VALUES		CATEGORY	NEW VALUES		CATEGORY
LAND HS			LAND HS		
LAND NON HS	1909480	D4	LAND NON HS	SAME	
LAND AG MKT			LAND AG MKT		
LAND AG USE			LAND AG USE		
IMPROVEMENT HS			IMPROVEMENT HS		
IMPROVE.NON HS			IMPROVE.NON HS		
PERSONAL			PERSONAL		
MINERAL			MINERAL		
RENDERED VALUE			RENDERED VALUE		
HOMESTEAD			HOMESTEAD		
OVER 65	YEAR		OVER 65	YEAR	
FROZEN LEVY			FROZEN LEVY		
DISABILITY			DISABILITY		
VETERAN			VETERAN		

DEPARTMENT / CHANGES MADE:

COM. ____ RES. ____ LAND ✓ P.P. ____ MAP ____ SCHOOL ____

PROPERTY CARD ✓ DATA FILE ____ AUDIT ____

SUBMITTED BY: ____

CUSTOMER ____

PHONE ____

APR 1 8 1989

~~0038~~

01788

State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor Collector
Collecting Tax For: Fort Bend County (Taxing Units)
Address / City, State, Zip Code: P. O. Box 399, Richmond, Tx 77469

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name: Tucker Jessie A. Family Trust
Address: P. O. Box 218, Katy, Tx 77450
Telephone Number (if additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: 0292 John McKnight 54.87 Acres, Left off 1982 Tax Roll per CAD DTC 4/9/86
Address or Location of Property:
Account Number of Property: 914-0292-00-000-0100 or Tax Receipt Number: S4733

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. FBC	19 82	5/29 / 19 86	$ 4926.48	$ 4926.48
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation):
PAID IN ERROR BY FALCON PARK FOR 1982

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

William L. Logan SR V/P — Signature
4/17/89 — Date of Application for Tax Refund

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer — Date

Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over $500 — Date

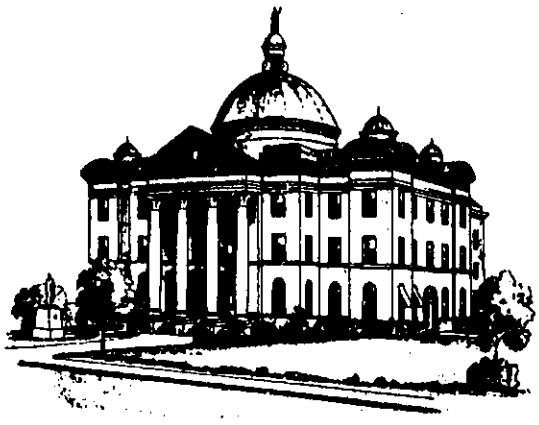
Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

REFUND 31.11

APR 1 8 1989
0038

01783

Marsha P. Gaines



Tax Assessor-Collector

COUNTY OF FORT BEND

A F F I D A V I T

I, Falcon Park %Harding & Carbone as Administrator

relinquish all rights to the 1982 Fort Bend County

Receipt S 4733, account .914-0292-00-000-0100, with legal

description known as A0292 John McKnight 54.87 Acres Left off 1982 Tax Roll.

The reason for the return of this receipt is because a/an

_____Change Order from Central Appraisal District

__XXXX_Erroneous Payment

_____Other(explain)_____

Signature William L. Scogin SR. V/P

Date 4/17/89

Notary Patricia M. Fuller

Please Print Name_____

Expiration of Commission_____

PATRICIA M. FULLER
Notary Public
My Commission Expires 9.30.82

P.O. Box 399 Richmond, Texas 77469 (713) 342-3411

MARSHA P. GAINES
TAX ASSESSOR – COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

ORIGINAL

COPY

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

...id
MAY 24 1989
...id in error

* DUPLICATE *
SUPPLEMENTAL
PAYMENT

...X YEAR	ROLL DESCRIPTION	PAGE	LINE
...985	A=REAL EST.	0	0

ACCOUNT NUMBER	RECEIPT NO.
.914-0292-00-000-0100	S 4733

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS.	TAX RATE	TAX AMOUNT
...292 JOHN MCKNIGHT, AC 54.87 ...T OFF 1982 ROLL PER CAD DTD ...9/86	HMSTD. C&D HMSTD. LRFC.	LAND HS 1,132,520	PERSONAL	079		3,340.94
		LAND NON HS	AG MARKET	179		906.02
	O.A.V.	IMPR. HS	AG USE	279		679.52
...RES= 54.8700	OV-65 OV-65 JR COL	IMPR. NON HS				
...G TAX YEAR = 1982	DSABL			TOTAL TAX		4,926.48
...y: Falcon Park	AGRI	TOTAL TAXABLE VALUE	1,132,520			

RTR 05/29/86		
276964	TOTAL PAID	4,926.48

COPY

MARLAND COMPANY
% HARDING & CARBONE
4615 SW FRWY #415
HOUSTON, TX 77027

PAID BY
FALCON PARK
5433 WESTHEIMER STE 900
HOUSTON TEXAS 77056

DATE 05/29/86 METHOD PRE-DEPSTD 05/23/86
RECEIVED 05/21/86
00000294

AS PER ORIGINAL

0038

01790

YEAR(S): ~~1985, 1986, 1987~~ 3/27

AS PER ORIGINAL

CHANGE # 0038

MAR 1 6 1989

FORT BEND CENTRAL APPRAISAL DISTRICT

JB#417

01791

PROPERTY TO BE: ADDED ____ CHANGED X DELETED ____

JURISDICTION SUBMITTING CHANGE ____

APPROVED BY HW

DATE 3-10-87

NAME CHANGE X | ADDRESS CHANGE X | EXEMPTION CHANGES:

LEGAL CHANGE ____ | VALUE CHANGE ____ | HOMESTEAD ____

ACREAGE CHANGE ____ | AG VALUE CHANGE ____ | OVER 65 ____

JURISDICTION ____ | MISCELLANEOUS ____ | DISABILITY ____

DELETE ____ | CATEGORY ____ | VETERAN ____

ORIGINAL ACCOUNT INFO

ACCT# 0292-00-000-0100-914

PROPERTY I.D. - R # 131800

OWNER Marland Company

ADDRESS % Harding + Carbone

4615 SW Fwy - #415

Houston, TX 77027

S01	C06	S13	M00	W00	D01	F01	J00	R00

LEGAL A-292 John McKnight

ACRES 54.87

SITUS ____

MAP # 2-2,5

NEW ACCOUNT INFO

ACCT# ____

PROPERTY I.D. - R # ____

OWNER Tucker, Jessie A. Family Trust

ADDRESS Box 218

Katy, TX 77450

G	C	S	M	W	D	F	J	R

LEGAL ____

ACRES ____

SITUS ____

MAP # ____

EXPLANTATION - SOURCE: 410/500 12/16/60 12/29/60

Harding + Carbone stated Marland Company did not buy this tract - last deed of record into Jessie Tucker

ORIGINAL VALUES		CATEGORY	NEW VALUES		CATEGORY
LAND HS			LAND HS		
LAND NON HS	1909480	04	LAND NON HS	SAME	
LAND AG MKT			LAND AG MKT		
LAND AG USE			LAND AG USE		
IMPROVEMENT HS			IMPROVEMENT HS		
IMPROVE.NON HS			IMPROVE.NON HS		
PERSONAL			PERSONAL		
MINERAL			MINERAL		
RENDERED VALUE			RENDERED VALUE		
HOMESTEAD			HOMESTEAD		
OVER 65	YEAR		OVER 65	YEAR	
FROZEN LEVY			FROZEN LEVY		
DISABILITY			DISABILITY		
VETERAN			VETERAN		

DEPARTMENT / CHANGES MADE:

COM. ____ RES. ____ LAND N/A P.P. ____ MAP ____ SCHOOL ____

PROPERTY CARD N/A DATA FILE ____ AUDIT ____

SUBMITTED BY: ____

CUSTOMER ____

PHONE ____

APR 18 1989

0038

01793

State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor Collector
Collecting Tax For: Fort Bend County (Taxing Units)
Address / City, State, Zip Code: P. O. Box 399, Richmond, Tx 77469

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name: Tucker Jessie A. Family Trust
Address: P. O. Box 218, Katy, Tx 77450
Telephone Number (if additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: 0292 John McKnight 54.87 Acres
Address or Location of Property:
Account Number of Property: 914-0292-00-000-0100 or Tax Receipt Number: 16754

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. FBC	19 86	2/10 / 19 87	$ 7494.71	$ 7494.71
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation):
PAID IN ERROR BY FALCON PARK FOR 1986

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

William L. Logan SR V/P — Signature
4/17/89 — Date of Application for Tax Refund

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer — Date

Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over $500 — Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

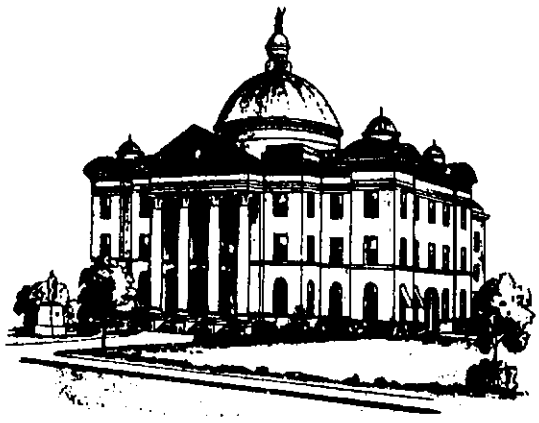
REFUND: 31 11

0038

01793

APR 1 8 1989

Marsha P. Gaines



Tax Assessor-Collector

COUNTY OF FORT BEND

A F F I D A V I T

I, Falcon Park %Harding & Carbone as Administrator

relinquish all rights to the 1986 Fort Bend County Receipt 16754, account .914-0292-00-000-0100, with legal description known as A0292 John McKnight 54.87 Acres.

The reason for the return of this receipt is because a/an

_____Change Order from Central Appraisal District

__XXXX_Erroneous Payment

_____Other(explain)_____

Signature William L. Scogin SR V/P

Date 4/17/89

Notary Patricia M. Fuller

Please Print Name_____

Expiration of Commission_____

PATRICIA M. FULLER
Notary Public
My Commission Expires 9-30-92

P.O. Box 399 Richmond, Texas 77469 (713) 342-3411

AS PER ORIGINAL 0038

01794

VOC

MAY 23 1989

MARSHA P. GAINES
TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

ORIGINAL MAR 2 1987

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

Paid In Error Correct name + address

FULL PAYMENT

ACCOUNT NUMBER	RECEIPT NO.
.914-0292-00-000-0100	C 16754

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1986	A=REAL EST.	1862	33

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS.	TAX RATE	TAX AMOUNT
0292 JOHN MCKNIGHT, ACRES 54.8 7	HMSTD. C & D / HMSTD. LRFC. / D.A.V. / OV-65 / OV-65 JR COL / DSABL / AGRI	LAND HS / LAND NON HS / IMPR. HS / IMPR. NON HS: 1,909,480	PERSONAL / AG MARKET / AG USE	079	.3018	5,762.81
				179	.0432	824.90
				279	.0475	907.00
ACRES= 54.8700 LOAN # = PREV ACCT =				TOTAL TAX		7,494.71
pay to Falcon Park		TOTAL TAXABLE VALUE	1,909,480			
				L004 02/10/87		
				138303	TOTAL PAID	7,494.71

Tucker, Jessie A. Family Trust
Box 218
Katy, Tx 77450

MARLAND COMPANY
% HARDING & CARBONE
4615 S W FRWY - #415
HOUSTON TX 77027

PAID BY
FALCON PARK
5433 WESTHEIMER STE 925
HOUSTON TEXAS 77056

DATE 02/10/87 METHOD PRE-DEPSTD 02/04/87
RECEIVED 01/27/87
00000325

TAX YEAR(S): 1987

AS PER ORIGINAL
CHANGE #

0038

1795

FORT BEND CENTRAL APPRAISAL DISTRICT

PROPERTY TO BE: ADDED ____
CHANGED X
DELETED ____

JURISDICTION SUBMITTING CHANGE FBCAD
APPROVED BY DSW
DATE 10-21-88

NAME CHANGE		ADDRESS CHANGE		EXEMPTION CHANGES:	
LEGAL CHANGE		VALUE CHANGE	X	HOMESTEAD	
ACREAGE CHANGE		AG VALUE CHANGE		OVER 65	
JURISDICTION		MISCELLANEOUS		DISABILITY	
DELETE		CATEGORY	X	VETERAN	

ORIGINAL ACCOUNT INFO

ACCT# 0023-00-003-0011-901
PROPERTY I.D. - R # 32350
OWNER GRIZZARD JAMES P
ADDRESS 2018 N MEMORIAL WAY
HOUSTON, TX 77007

G 01 C 17 S 01 M 00 W 00 D 001 F 01 J 00 R 00

LEGAL 0023 J T EDWARDS, TRACT 3

ACRES 18.1
SITUS DEL MONTE DR
MAP #

NEW ACCOUNT INFO

ACCT#
PROPERTY I.D. - R #
OWNER
ADDRESS

G C S M W D F J R

LEGAL

ACRES
SITUS
MAP #

EXPLANATION - SOURCE: Comp # 58465

ORIGINAL VALUES		CATEGORY	NEW VALUES		CATEGORY
LAND HS			LAND HS		
LAND NON HS	325,800	D1	LAND NON HS	197,110	D4
LAND AG MKT			LAND AG MKT		
LAND AG USE			LAND AG USE		
IMPROVEMENT HS			IMPROVEMENT HS		
IMPROVE.NON HS			IMPROVE.NON HS		
PERSONAL			PERSONAL		
MINERAL			MINERAL		
RENDERED VALUE			RENDERED VALUE		
HOMESTEAD			HOMESTEAD		
OVER 65	YEAR		OVER 65	YEAR	
FROZEN LEVY			FROZEN LEVY		
DISABILITY			DISABILITY		
VETERAN			VETERAN		

DEPARTMENT / CHANGES MADE:

COM. ____ RES. ____ LAND ____ P.P. ____ MAP ____ SCHOOL ____
PROPERTY CARD ____ DATA FILE ____ AUDIT ____

SUBMITTED BY: Pat 10-21-88

CUSTOMER
PHONE

State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor Collector
Collecting Tax For: Fort Bend County (Taxing Units)
P. O. Box 399, Richmond, Tx 77469
Address
City, State, Zip Code

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name: James P. Grizzard
Address: 2018 N. Memorial Way Houston, Tx 77007
Telephone Number (if additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: 0023 J T Edwards Tract 3 18.1 acres

Address or Location of Property:
Account Number of Property: 901-0023-00-003-0011 or Tax Receipt Number: 2557

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. FBC	19 87	2/5 / 19 88	$	$ 525.05
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation): LOWER VALUE TO 197110 CAUSE #58465 FOR 1987

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

X [signature] 4-2-89
Signature Date of Application for Tax Refund

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer Date

Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over $500 Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

REFUND 31.11

AS PER ORIGINAL

0038

01797

ORIGINAL

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

Void

MAR 15 1989

MARSHA P. GAINES
TAX ASSESSOR – COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

Lower value to 197170 Cause # 58465

FULL PAYMENT

ACCOUNT NUMBER	RECEIPT NO.
.901-0023-00-003-0011	C 2557

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1987	A=REAL EST.	285	1

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS.	TAX RATE	TAX AMOUNT
0023 J T EDWARDS, TRACT 3, ACRES 18.1		325,800		079	.3250	1,058.85
				179	.0365	118.92
				279	.0465	151.50
ACRES= 18.1000				TOTAL TAX		1,329.27
		TOTAL TAXABLE VALUE	325,800			

pay to mpg & Report

L001
02/05/88

123697

TOTAL PAID 1,329.27

FEB 27 1989

GRIZZARD JAMES P
2318 N MEMORIAL WAY
HOUSTON TX 77007

PAID BY PLANTATION LAND COMPANY ,#910
MEMORIAL WAY

DATE 02/05/88 METHOD PRE-DEPSTD 02/02/88
RECEIVED 01/02/88
00001068

657.99 | 1,987.26

0038 01798

MARSHA P. GAINES
TAX ASSESSOR – COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

ORIGINAL

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

FULL PAYMENT
** BACKOUT **

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE	ACCOUNT NUMBER	RECEIPT NO.
1987	A=REAL EST.	0	0	.901-0023-00-003-0011	B 2557

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS	TAX RATE	TAX AMOUNT
123 J T EDWARDS TRACT 3 18.1 ACRES		325,800		075		640.61
POWER VALUE TO 197110 CAUSE# 3465				179		71.95
				279		91.66
ACRES= 18.1000				TOTAL TAX		804.22
RIG TAX YEAR = 1987		TOTAL TAXABLE VALUE	325,800			
			TLS 05/17/89			
			276226	TOTAL PAID		804.22

GRIZZARD JAMES P
2018 N MEMORIAL WAY
HOUSTON TX 77007

PAID BY PLANTATION LAND COMPANY
2018 N. MEMORIAL WAY
HOUSTON TX 77007

DATE 05/17/89 METHOD PRE-DEPSTD 02/02/88
RECEIVED 05/17/89
1068

8

0038

01799

County Auditor

FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77469

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

DATE: May 31, 1989

TO: Commissioners Court, Fort Bend County

FROM: Robert N Grayless, County Auditor

RE: Property Tax Refunds in excess of $500

In addition to the auditor's approval for a taxing unit, section 31.11 of the Texas Property Tax Code requires the governing body of a taxing unit to also approve refunds in excess of $500 for overpayment or erroneous payment of property taxes.

Before approving a property tax refund, my internal auditing department requires proper documentation from the Tax Office. This procedure is followed on a daily basis. With this documentation in hand, the following amount(s) has/have been approved for payment:

BANK ACCOUNT #	PAYEE - PROPERTY ACCT.#	AMOUNT
		$
90-0188-3	Plantation Land Co. 1987 Acct #.901-0023-00-003-0011 Value lowered for 1987, Cause #58465	525.05
90-0188-3	Farmers Insurance Group 1987 Acct #.901-9963-06-000-0100 Value lowered for 1987	537.26
90-0188-3	Falcon Park 1982 Acct. #.914-0292-00-000-0100 Paid in error	4,926.48
90-0188-3	Falcon Park 1986 Acct #.914-0292-00-000-0100 Paid in error	7,494.71

RG/MH/mh

MANAGED HEALTHCARE, INC.

Hospital Utilization Report
Cost Containment Report

for

FORT BEND COUNTY

Presented by

SUNDAY and ASSOCIATES, INC.
Insurance Services
9000 West Bellfort, Suite 355
Houston, Texas 77031
(713) 270-8400

June 2, 1989

CLAIMS ANALYSIS

For the Period: January 1989 - April 1989

Paid Medical Claims through April 30, 1989:	$647,558.41
Inpatient PPO Savings:	$ 35,358.00
Outpatient PPO Savings:	$ 8,021.00
Utilization Review Savings:	$ 30,098.46
Total Managed Network/PPO Savings	$ 73,477.46
Total Savings as a Percent of Paid Claims	11.35%

Managed Healthcare, Inc.

5/15/89 at 6:09 pm

Hospital Utilization Report

For Fort Bend County

January 1, 1989 to May 15, 1989

Participating Hospital Name	Inpatients Only							Outpatients Only					Total Charges
	Sum of IP	Sum of LOS	Avg LOS	Sum of Charges	Average Charges	Sum of PPO Chgs	Sum of PPO Saving	Sum of OP	Sum of Charges	Average Charges	Sum of PPO Chgs	Sum of PPO Saving	
Polly Ryon Hospital	9	37	4	34,361	3,818	23,970	10,391	65	23,418	360	18,734	4,684	57,779
Fort Bend Community Hospital	3	11	4	14,256	4,752	6,600	7,656	19	5,973	314	4,778	1,195	20,228
West Houston Medical Center	2	17	9	16,755	8,378	7,552	9,204	2	1,702	851	1,447	255	18,457
Park Plaza Hospital	1	12	12	16,842	16,842	10,105	6,737						16,842
St. Lukes Episcopal Hospital - Houst	1	8	8	13,928	13,928	13,650	279						13,928
Woman's Hospital of Texas	1	4	4	3,902	3,902	3,316	585						3,902
West Oaks Hospital	1	2	2	1,627	1,627	1,120	507						1,627
Westbury Hospital								3	2,881	960	2,305	576	2,881
Hermann Hospital								5	2,474	495	1,979	495	2,474
Gulf Coast Medical Center-Wharton								4	1,814	453	1,541	272	1,814
St. Joseph Hospital in Houston								1	1,609	1,609	1,207	402	1,609
Memorial City Medical Center								2	684	342	581	103	684
Katy Community Hospital								1	173	173	139	35	173
Humana Hospital Clear Lake								1	28	28	22	6	28
Totals	18	91		101,670		66,313	35,358	103	40,755		32,733	8,021	142,425

Managed Healthcare, Inc.

5/15/89 at 6:12 pm

Hospital Utilization Report

For Fort Bend County

January 1, 1989 to May 15, 1989

Non-Participating Hospital Name	Inpatients Only							Outpatients Only					Total Charges
	Sum of IP	Sum of LOS	Avg LOS	Sum of Charges	Average Charges	Sum of PPO Chgs	Sum of PPO Saving	Sum of OP	Sum of Charges	Average Charges	Sum of PPO Chgs	Sum of PPO Saving	
Memorial Southwest Hospital	2	5	3	4,913	2,457	4,913	0						4,913
Orchard Creek Hospital	1	31	31	20,363	20,363	20,363	0						20,363
Texas Children's Hospital	1	7	7	4,411	4,411	4,411	0						4,411
Charter Hospital of Sugar Land	1	5	5	3,418	3,418	3,418	0						3,418
FAYETTE MEMORIAL HOSPITAL	1	1	1	1,154	1,154	1,154	0						1,154
Totals	6	49		34,258		34,258	0	0	0		0	0	34,258
	24	140		135,920		66,313		103	40,755		32,733	8,021	176,683

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0038

5/15/89
6:30 pm

Cost Containment Report

All Cases / Primary Coverage

For Fort Bend County

Month Ending: May 31, 1989

Contract Year-to-date: 1/01/89 to 5/31/89

	Month to Date	Contract Year to Date
Actual Total Charges	41,725.44	174,567.90
Total Billed Inpatient Charges	27,963.25	135,928.55
Total Inpatient Days	41	140
InPatient Admissions		
Employees	2	16
Dependents	2	8
Total	4	24
Average Length of Stay	10.25	5.83
Average Billed Charges per Day	682.03	970.92
Average PPO Charge per Day	590.00	728.71
Average Aggregate Cost per Day	661.15	964.80
Total Days Saved due to UR	3	31
Total Savings due to UR	2,046.09	30,098.46
Total Savings in Inpatient Costs	855.92	35,357.52
Percent Savings	3.1%	26.0%
Total Savings in Outpatient Costs	2,596.48	7,598.34
Percent Savings	18.9%	19.7%
Aggregate PPO Savings	5,498.49	73,054.32
Percent Savings	12.6%	35.7%

Cost Containment Report

5/15/89
6:32 pm

Medical-Surgical Cases / Primary Coverage

For Fort Bend County

Month Ending: May 31, 1989

Contract Year-to-date: 1/01/89 to 5/31/89

	Month to Date	Contract Year to Date
Actual Total Charges	19,937.84	133,747.00
Total Billed Inpatient Charges	7,600.65	96,532.65
Total Inpatient Days	10	86
InPatient Admissions		
Employees	1	14
Dependents	2	6
Total	3	20
Average Length of Stay	3.33	4.30
Average Billed Charges per Day	760.07	1,122.47
Average PPO Charge per Day	590.00	821.82
Average Aggregate Cost per Day	674.47	1,112.52
Total Days Saved due to UR	3	25
Total Savings due to UR	2,280.19	28,061.82
Total Savings in Inpatient Costs	855.92	26,062.22
Percent Savings	11.3%	27.0%
Total Savings in Outpatient Costs	2,382.73	7,384.59
Percent Savings	19.3%	19.8%
Aggregate PPO Savings	5,518.85	61,508.63
Percent Savings	24.8%	38.0%

Cost Containment Report

5/15/89
6:33 pm

Mental-Nervous Cases / Primary Coverage

For Fort Bend County

Month Ending: May 31, 1989

Contract Year-to-date: 1/01/89 to 5/31/89

	Month to Date	Contract Year to Date
Actual Total Charges	21,787.60	40,820.90
Total Billed Inpatient Charges Total Inpatient Days	20,362.60 31	39,395.90 54
InPatient Admissions Employees Dependents Total	 1 0 1	 2 2 4
Average Length of Stay Average Billed Charges per Day Average PPO Charge per Day Average Aggregate Cost per Day	31.00 656.86 0.00 656.86	13.50 729.55 351.11 729.55
Total Days Saved due to UR Total Savings due to UR	0 0.00	6 4,377.32
Total Savings in Inpatient Costs Percent Savings	0.00 0.0%	9,295.30 23.6%
Total Savings in Outpatient Costs Percent Savings	213.75 15.0%	213.75 15.0%
Aggregate PPO Savings Percent Savings	213.75 1.0%	13,886.37 30.7%

C1807

Cost Containment Report

5/15/89
6:36 pm

Medical-Surgical Cases / Secondary Coverage

For Fort Bend County

Month Ending: May 31, 1989

Contract Year-to-date: 1/01/89 to 5/31/89

	Month to Date	Contract Year to Date
Actual Total Charges	2,115.25	2,115.25
Total Billed Inpatient Charges Total Inpatient Days		
InPatient Admissions Employees Dependents Total	 0 0 0	 0 0 0
Average Length of Stay Average Billed Charges per Day Average PPO Charge per Day Average Aggregate Cost per Day	 0.00 0.00 0.00	 0.00 0.00 0.00
Total Days Saved due to UR Total Savings due to UR	0 0.00	0 0.00
Total Savings in Inpatient Costs Percent Savings	0.0%	0.0%
Total Savings in Outpatient Costs Percent Savings	423.05 20.0%	423.05 20.0%
Aggregate PPO Savings Percent Savings	423.05 20.0%	423.05 20.0%

Cost Containment Report

5/15/89
6:34 pm

All Cases / Secondary Coverage

For Fort Bend County

Month Ending: May 31, 1989

Contract Year-to-date: 1/01/89 to 5/31/89

	Month to Date	Contract Year to Date
Actual Total Charges	2,115.25	2,115.25
Total Billed Inpatient Charges Total Inpatient Days		
InPatient Admissions Employees Dependents Total	 0 0 0	 0 0 0
Average Length of Stay Average Billed Charges per Day Average PPO Charge per Day Average Aggregate Cost per Day	 0.00 0.00 0.00	 0.00 0.00 0.00
Total Days Saved due to UR Total Savings due to UR	0 0.00	0 0.00
Total Savings in Inpatient Costs Percent Savings	0.0%	0.0%
Total Savings in Outpatient Costs Percent Savings	423.05 20.0%	423.05 20.0%
Aggregate PPO Savings Percent Savings	423.05 20.0%	423.05 20.0%

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
PROJECTED DETENTION/INCARCERATION SPACE REQUIREMENTS, FORT BEND COUNTY, TEXAS
THROUGH CY-2005
RFP #89-066
(EXPIRES: 31 DECEMBER 1989)

LEGAL NAME OF OFFERING COMPANY

CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

SIGN HERE:

DATE

SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

Fold up on this line to conceal prices

Proposed charge for: STUDY I $_____.

Proposed charge for: STUDY II $_____.

Proposed charge for: COMBINED STUDY I & II $_____.

PROJECTED DETENTION/INCARCERATION SPACE REQUIREMENTS, FORT BEND COUNTY, TEXAS THROUGH CY-2005
RFP #89-066
(EXPIRES: 31 DECEMBER 1989)

Sealed Proposals for providing the studies listed hereon will be received in the Office of the County Judge, Fort Bend County, P.O. Box 368, Richmond, Texas 77469 until 1:30 PM, June 26, 1989 at which time the names of the offerers will be made public.

EVALUATION FACTORS TO BE CONSIDERED AS PROVIDED FOR IN SECTION 262.030(a) TEXAS LOCAL GOVERNMENT CODE:

1. Accuracy of projections from past studies conducted by offerer. Offerer is encouraged to submit copies of similar studies they have conducted in the past.

2. Source documents offerer proposes to use in his study.

3. Willingness of offerer to share with Fort Bend County ownership of any computer software and data developed in the course of the study.

4. Experience in Criminal Justice Field, planning, programming and design of county detention facilities under existing state and federal law.

5. Choice of architect(s) offerer proposes to use in the study.

6. Factors that arise during the process of lawful negotiations.

7. Cost for each study and/or a combined study.

As provided for in Section 262.030(a) Texas Local Government Code the relative importance of price is seventh of seven evaluation factors, i.e., the least in relative importance.

Proposals shall be opened so as to avoid disclosure of contents and kept secret during the process of negotiations.

Commissioners Court, Fort Bend County reserves the right to reject any or all proposals.

No proposal may be withdrawn for a period of sixty (60) calendar days after opening without permission of Commissioners Court of Fort Bend County.

STUDY I

A STUDY TO DETERMINE FORT BEND COUNTY'S NEED FOF JAIL SPACE THROUGH THE YEAR 2005 TO INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING INFORMATION:

The collection of all available historical data regarding the existing general population in the County, numbers and demographics and the development of a profile of Fort Bend County's population and its historical growth trends.

The collection of all available data on the projected population growth and any data and/or opinions as to whether or not the character of the growth will be significantly different than the historical character of the County.

The collection of all available historical data regarding crime rates, arrest rates, incarceration rates, jail census and other such data as will portray the historical growth, trends and absolute numbers of inmates housed in the Fort Bend County Jail during the past ten (10) years.

The collection of all available data and/or interviews with key officials involved with the Criminal Justice System in Fort Bend County to develop a consensus as to developing trends or upcoming legislation, rulings, changes of judicial procedures, etc. that might have an impact on probable future crime rate, arrest rate, and/or incarceration rate.

The analyzing of data collected and preparation of a projection of Fort Bend County's need for inmate housing space 1989 - 2005.

The preparation of a general design program for the required facilities needed to house the projected inmate load. This program shall reflect the standards of the Texas Jail Commission regarding the housing of County inmates.

The preparation of a projected staffing plan for the Sheriff Department, in conjunction with the Sheriff and based on the 1989 - 2005 projections. Based on this information the preparation of a general design program for the space required to accommodate the Sheriff Department.

The preparation of a master development plan for the utilization of the existing jail property and the County owned property adjacent to the Fort Bend County Sheriff Department to best meet the needs for inmate housing space and space needs for the Sheriff Department 1989 - 2005. The plan of the site shall be diagrammatic in nature sufficient to show physical layout of the site, the parking and circulation layouts, etc.. A diagrammatic layout showing the arrangement of all functional areas within the building or buildings shall also be included. Utility requirements shall be analyzed and required improvements noted and located on the site plan. Additional support services such as fuel services for the operation of the Sheriff Department fleet shall be addressed.

The preparation of a section that will include cost estimates for the construction of the necessary facilities as a total package and as a phased development. Financing options open to the County must also be addressed.

Firms offering proposals on this project shall have proven experience in the Criminal Justice field and master planning, programming and design of County detention facilities. A listing of projects and contact persons must accompany the proposal.

STUDY II

A STUDY TO DETERMINE THE FORT BEND COUNTY'S JUVENILE PROBATION DEPARTMENT'S NEEDS THROUGH THE YEAR 2005 TO INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

The collection of all historical data regarding the existing population of the County 10-16 years of age, number and demographics and the development of profile of Fort Bend County's Juvenile population and its historical growth trends.

The collection of all available data of the juvenile population growth and any data and/or opinions as to whether or not the character of the growth will be significantly different from the historical character of the County.

The collection of all available historical data regarding juvenile criminal rates, juvenile arrest rates, utilization of the detention facility and other such data to portray the historical growth and trends of juvenile delinquency in Fort Bend County during the past ten years.

The collection of all available data and/or interviews with key officials involved with the criminal justice system in Fort Bend County to develop a consensus as to development of trends or upcoming legislation, rulings, changes of judicial procedures, etc., that might have an impact on probable future juvenile crime rates, juvenile arrest rates, and detention utilization rates.

The analyzing of the data collected and the preparation of the Fort Bend County's Juvenile Probation Department and Detention Facility needs for staff and housing space 1989 - 2005.

The preparation of general design program for separate housing for probation officers from the detention facility.

The preparation of a general design program for the required facility needed to house the projected beds needed for the detention facility. This program shall reflect the Standards of the Texas Juvenile Probation Commission for Juvenile Detention facilities regarding the housing of County delinquents.

The preparation of projected staffing plan for the Probation Department based on the 1989 - 2005 projections to include juvenile detention staffing pattern needs.

The preparation of a master development plan to best meet the needs for Juvenile Probation and Detention Staffing and space needs, 1989 - 2005.

The master development plan of a site shall be detailed in nature sufficient to show a physical layout of the site, parking and circulation layouts, etc.. A detailed layout showing the arrangement of all functional areas within the building or buildings shall also be included. The utility requirements shall be analyzed and required improvements noted and located on a site plan.

The preparation of a section that will include cost estimates for the construction or renovation of necessary facilities as a total package and as a phased development. Financing options open to the County must also be addressed.

Firms that are interested in the project shall have proven experience in the Criminal Justice field, master planning, and programming and design of County Juvenile Facilities. A listing of past projects and contact persons must accompany the proposal.

AS PER ORIGINAL

12

AGENDA ITEM
0038

[redacted]

01815

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

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

DATE: May 30, 1989

RE: CONTRACTORS PAYMENT REQUEST #21
ARCHITECTS SUPERVISION FEE

PROJECT: FORT BEND COUNTY COURTHOUSE ANNEX II

1. LEBCO CONSTRUCTORS, INC.: $302,637.00

2. CHRIS DI STEFANO & ASSOC., INC.: $4,236.92
(302,637 x 7% x 20%)

Chris Di Stefano
CHRIS DI STEFANO, AIA

cc: Kathy Hynson

RECEIVED
MAY 31 1989
COUNTY JUDGE

12

AS PER ORIGINAL 00735

01816

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702*

See instructions on reverse side

TO OWNER: Ft. Bend County Commissioners Court
Hon. Jodie Stavinoha, County Judge
PO Box 368, Richmond, Tx. 77469

PROJECT: FT. BEND COUNTY COURTHOUSE ANNEX II

APPLICATION NO: 21

PERIOD TO: 5-31-89

DISTRIBUTION TO: OWNER, ARCHITECT, CONTRACTOR

FROM CONTRACTOR: Lebco Constructors, Inc.
PO Box 771949
Houston, Texas 77215

VIA ARCHITECT: DiStefano Architects
2500 City West Blvd. #2010
Houston, Texas 77042

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: July 20, 1987

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner — TOTAL	581,531.00	
Approved this Month — Number / Date Approved		
TOTALS	581,531.00	
Net change by Change Orders	581,531.00	

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

CONTRACTOR: LEBCO CONSTRUCTORS, INC.

By: Don Stephens Date: 5-30-89

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

1. ORIGINAL CONTRACT SUM ..... $ 5,265,600.00
2. Net change by Change Orders ..... $ 581,531.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... $ 5,847,131.00
4. TOTAL COMPLETED & STORED TO DATE ..... $ 5,847,131.00
   (Column G on G703)
5. RETAINAGE:
   a. ____ % of Completed Work $ 50,000.00
   (Column D + E on G703)
   b. ____ % of Stored Material $ _____
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ 50,000.00
6. TOTAL EARNED LESS RETAINAGE ..... $ 5,797,131.00
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... $ 5,494,494.00
8. CURRENT PAYMENT DUE ..... $ 302,637.00
9. BALANCE TO FINISH, PLUS RETAINAGE ..... $ 50,000.00
   (Line 3 less Line 6)

State of: Texas County of: Harris

Subscribed and sworn to before me this 30 day of May, 1989

Notary Public: Vickie Roe

My Commission expires: 10-14-92

VICKIE ROE
Notary Public, State of Texas
My Commission Expires 10/14/92

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 302,637.00
(Attach explanation if amount certified differs from amount applied for.)

ARCHITECT:

By: Chris Di Stefano Date: 5/30/89

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.

AGENDA ITEM

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA® © 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G702-1983

0038 01817

TSAI03 5/30/89 AS PER ORIGINAL LEBCO CONSTRUCTORS PAGE 2

10760000 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 21

4/01/89 TO 5/31/89

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE %
1	GENERAL CONDITIONS	177,281	177,281			177,281	100		
2	TESTING LABORATORY	20,000	20,000			20,000	100		
3	DEMOLITION	16,257	16,257			16,257	100		
4	DIRTWORK	23,588	23,588			23,588	100		
5	TERMITE TREATMENT	712	712			712	100		
6	SITE CONCRETE	25,416	25,416			25,416	100		
7	ASPHALT PAVING	13,375	13,375			13,375	100		
8	BUILDING CONCRETE	752,430	752,430			752,430	100		
9	REINFORCING	235,564	235,564			235,564	100		
10	PRECAST PLANKS	16,217	16,217			16,217	100		
11	MASONRY	518,135	518,135			518,135	100		
12	STRUCTURAL STEEL	128,937	128,937			128,937	100		
13	CARPENTRY	16,729	16,729			16,729	100		
14	MILLWORK & DOORS	106,032	106,032			106,032	100		
15	BUILT-UP ROOFING	98,937	98,937			98,937	100		
16	DAMPPROOFING/FLASHING	47,793	47,793			47,793	100		
17	HOLLOW METAL	13,229	13,229			13,229	100		
18	GLASS & GLAZING	191,947	191,947			191,947	100		
19	FINISH HARDWARE	73,000	73,000			73,000	100		
20	ALUM DOOR FRAMES	31,149	31,149			31,149	100		
21	DRYWALL	225,094	225,094			225,094	100		
22	LATH & PLASTER	2,911	2,911			2,911	100		
23	PAINTING	54,040	54,040			54,040	100		
24	ACCOUSTICAL CEILINGS	104,426	104,426			104,426	100		
25	RESILIENT FLOORING	87,263	87,263			87,263	100		
26	CERAMIC TILE	27,430	27,430			27,430	100		
27	MARBLE WORK	210,868	210,868			210,868	100		
28	SPRAY FIREPROOFING	4,073	4,073			4,073	100		
29	TOILET ACCESSORIES	10,502	10,502			10,502	100		
30	FLAGPOLES	2,065	2,065			2,065	100		
31	GRAPHICS	15,000	12,000	3,000		15,000	100		
32	DIRECTORY & SIGN	3,400	3,400			3,400	100		
33	FLOOR MATS	2,066	2,066			2,066	100		
34	MOVABLE PART. SHELVES	35,596	35,596			35,596	100		
35	APPLIANCES	4,105	4,105			4,105	100		
36	METAL SHELVING	5,000		5,000		5,000	100		
37	WIRE MESH PARTITION	1,230	1,230			1,230	100		
38	METAL LOUVERS	10,020	10,020			10,020	100		
39	FIRE EXTING./CABINET	1,743	1,743			1,743	100		
40	DROP BOX DOOR & FRAME	3,616	3,616			3,616	100		
41	FLOOR DOORS	733	733			733	100		
42	CARD ACCESS SYSTEM	14,537	14,537			14,537	100		
43	BLINDS	3,063	3,063			3,063	100		
44	PEDESTALS & BENCHES	11,101	11,101			11,101	100		
45	ELEVATORS	273,882	273,882			273,882	100		
46	H V A C	660,343	660,343			660,343	100		
47	AIR TEST & BALANCE	42,000	15,120	26,880		42,000	100		
48	PLUMBING	205,729	205,729			205,729	100		
49	FIRE PROTECTION	103,486	103,486			103,486	100		
50	ELECTRICAL	544,623	544,623			544,623	100		

Reville J Lancaster 6/1/89

10760000 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 21

4/01/89 TO 5/31/89

AS PER ORIGINAL 00738 0181

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE %
51	PROJECTION SCREEN	2,143	2,143			2,143	100		
52	FEES/BOND/INSURANCE	86,784	86,784			86,784	100		
53	CHANGE ORDER #1	86,089	86,089			86,089	100		
54	CHANGE ORDER #2	22,606	22,606			22,606	100		
55	CHANGE ORDER #3	11,494	11,494			11,494	100		
56	CHANGE ORDER #4	118,938	118,938			118,938	100		
57	CHANGE ORDER #5	50,485	50,485			50,485	100		
58	CHANGE ORDER #6	167,103	167,103			167,103	100		
59	CHANGE ORDER #7	35,031	35,031			35,031	100		
60	CHANGE ORDER #8	8,144	8,144			8,144	100		
61	CHANGE ORDER #9	81,641	53,067	28,574		81,641	100		
	TOTAL COSTS	5,847,131	5,783,677	63,454	0	5,847,131		0	0
	JOB TOTALS	5,847,131	5,783,677	63,454	0	5,847,131	100	0	0

Frank Johnson 6/1/89

13. CONSIDER APPROVAL OF CHANGE ORDER #10 IN THE AMOUNT OF ($1,089.00):

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve change order #10 a credit in the amount of ($1,089). (Recorded in minutes in full)

14. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH GONZALES COUNTY FOR HOUSING OF JUVENILES:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve Interlocal Agreement with Gonzales County for housing of juveniles. (Recorded in minutes in full)

15. DISCUSS AND CONSIDER ACTION PERTAINING TO PROPOSED HWY. 6 BYPASS TO INCLUDE DRAINAGE AND FLOOD CONTROL:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize the County Judge to submit a letter to the Water Development Corp. requesting the appointment of Lichliter-Jameson & Assoc. as a consulting firm to perform a feasibility study along Brazos River from Hwy. 6 to Hwy. 59 in conjunction with the proposed Hwy. 6 by-pass. Funds available upon contingent of Federal Assistance.

16. ACCEPT DONATION OF MATERIAL AND APPROVE EQUIPMENT RENTAL ON VOSS ROAD PROJECT, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept donations of culverts from Beaker Management Company and reprocessed asphalt from American Material and authorize the rental of equipment from Durwood Greene Construction to complete widening of Voss Rd. from Hwy. 6 to Burney Rd. (Recorded in minutes in full)

17. CONSIDER ADDITIONAL AIR CONDITIONING IN D.A.'S OFFICE COMPUTER ROOM:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize installation of additional air conditioning in District Attorney's office computer room not to exceed $5,800.00. Funds to come from Permanent Improvement. (Recorded in minutes in full)

18. CONSIDER APPOINTMENT TO RICELAND REGIONAL MENTAL HEALTH AUTHORITY'S BOARD OF DIRECTORS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to appoint Dr. Michael McCann to serve on the Riceland Regional Mental Health Authority's Board of Directors until September, 1990, to replace Commissioner Bob Lutts. (Recorded in minutes in full)

19. CONSIDER APPROVAL OF AGREEMENT WITH GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL FOR SERVICES THROUGH 12-31-89:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve agreement with Greater Fort Bend Economic Development Council for services through 12-31-89. (Recorded in minutes in full)

CHANGE ORDER

AIA DOCUMENT G701

Distribution to: AGENDA ITEM

- OWNER ☐
- ARCHITECT ☐
- CONTRACTOR ☐
- FIELD ☐
- OTHER ☐

JUN 1 1989 COUNTY JUDGE

13

01820

PROJECT: Fort Bend County Courthouse Annex II
(name, address)

TO (Contractor):

Lebco Constructors, Inc.
P.O. Box 771949
Houston, Texas 77215
Attn: Rodney C. Ledet

CHANGE ORDER NUMBER: Ten (10)

INITIATION DATE: May 26, 1989

ARCHITECT'S PROJECT NO: 8502

CONTRACT FOR: General Constructic

CONTRACT DATE: June 20, 1987

You are directed to make the following changes in this Contract:

Mini-Blinds	$ 1,083.00	HVAC	$ 772.00
Asphalt Paving	5,484.00	Signage	8,646.00
Metal Shelving	3,111.00	Plumbing	320.00
Demountable Partitions	258.00	Electrical	19,977.00
Carpet	2,836.00	Misc. Metal	1,606.00
Cleaning	447.00	Appliances	1,558.00
Finish Hardware	637.00	Concrete/Soil Testing	3,775.00
Pavers	125.00	A/C Test & Balance	(26,700.00)
Acoustical Ceiling	728.00	Graphics	(15,000.00)
Millwork	2,498.00	Metal Shelving	(5,000.00)
		Finish Hardware	(8,250.00)
			$ (1,089.00)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) ~~(Guaranteed Maximum Cost)~~ was	$ 5,265,600.00
Net change by previously authorized Change Orders	$ 581,533.00
The (Contract Sum) ~~(Guaranteed Maximum Cost)~~ prior to this Change Order was	$ 5,847,133.00
The (Contract Sum) ~~(Guaranteed Maximum Cost)~~ will be ~~(increased)~~ (decreased) ~~(unchanged)~~ by this Change Order	$ -(1,089.00)
The new (Contract Sum) ~~(Guaranteed Maximum Cost)~~ including this Change Order will be	$ 5,846,044.00

The Contract Time will be (increased) (decreased) (unchanged) by ( ) Days.

The Date of Substantial Completion as of the date of this Change Order therefore is

C. DiStefano & Assoc.	Lebco Constructors, Inc.	Authorized: County Of Fort Bend
ARCHITECT	CONTRACTOR	OWNER
2500 City West, #2010	P.O. Box 771949	P.O. Box 368
Address	Address	Address
Houston, Texas 77042	Houston, Texas 77215	Richmond, Texas 77469
BY Joseph [illegible]	BY Rodney C. Ledet	BY [illegible] 6/1/89
DATE 5/31/89	DATE 5/31/89	DATE

PROJECT: FORT BEND COUNTH COURTHOUSE - ANNEX II - CHANGE ORDER NO. 10
DATE OF BID:
PREPARED BY: RODNEY C LEDET

01821

DIV. SEC. NO.	ITEM OF WORK	NAME OF SUB.		
	MINI BLINDS		0	1,083
	ASPHALT PAVING		0	5,484
	METAL SHELVES		0	3,111
	DEMOUNTABLE PARTITIONS		0	258
	CARPET		0	2,836
	CLEANING		0	447
	FINISH HARDWARE		0	637
	PAVERS		0	125
	ACOUSTICAL CEILING		0	728
	MILLWORK		0	2,498
	HVAC		0	772
	SIGNAGE		0	8,646
	PLUMBING		0	320
	ELECTRICAL		0	19,977
	MISCELLANEOUS METAL		0	1,606
	APPLIANCES		0	1,558
			0	
			0	
			0	
			50,086	50,086

ALLOWANCES	
CONC & SOIL TESTING LAB	3,775
AC TESTING & BALANCING	(26,700)
GRAPHICS	(15,000)
METAL SHELVING	(5,000)
FINISH HARDWARE	(8,250)
	(1,089)

6/1/89

AS PER ORIGINAL

14

AGENDA ITEM

0038

01822

THE STATE OF TEXAS :

COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF GONZALES

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

WHEREAS, Gonzales desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

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

WHEREAS, Fort Bend desires to assist Gonzales in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

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

NOW, THEREFORE, the County of Fort Bend and the County of Gonzales mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be $55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill Gonzales monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Gonzales to Fort Bend within (30) days of receipt of same.

2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.

3. All cost of transportation shall be paid by the transferring agency and/or Gonzales, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed by Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with Gonzales being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.

5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.

AS PER ORIGINAL

6. It is understood and agreed between the parties that it will be the respnsibility of Gonzales (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.

7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from Gonzales being held, pursuant to this agreement.

8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Wednesdays and Fridays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Gonzales upon ten (10) hours notice.

10. It is further understood and agreed that any officer who brings a juvenile to Fort Bend County Juvenile Detention Center must stay with such juvenile until the juveniles has been processed into said center.

11. It is understood and agreed that this agreement may be terminated by either party at any time.

12. It is understood and agreed that this agreement automatically terminates on December 31, 1989.

SIGNED this 22 day of May, 1989.

THE COUNTY OF GONZALES, TEXAS

[signature]
, County Judge

ATTEST:

[signature]
, County Clerk

SIGNED this 5 day of June, 1989.

THE COUNTY OF FORT BEND, TEXAS

[signature]
Fort Bend, County Judge

ATTEST:

[signature]
Fort Bend, County Clerk

APPROVED AS TO FORM:

Chief Juvenile Probation Officer

AS PER ORIGINAL 0038

01824 16

P-D

DURWOOD GREENE
CONSTRUCTION CO.
P. O. Box 1338 Stafford, Texas 77477 AC (713) 499-1551

June 1, 1989

Mr. Alton Pressley - Commissioner
Fort Bend County Pct. 3
1809 Eldridge Road
Sugar Land, Texas 77478

Re: Voss Road Widening

Dear Mr. Pressley,

Durwood Greene Construction Co. proposes to use the following pieces of construction equipment on the above referenced project at the following hourly rates:

Item	Description	Hourly Rate
1.	Blaw Know Road Widner (RW100)	45.00
2.	Caterpillar 240 Backhoe	55.00
3.	International 412 B Elevating Scraper	60.00
4.	Ingram Roller, 27 Ton	50.00
5.	Bomag BW213PD, Roller	60.00
6.	Caterpillar 12G Motograder	35.00

Please call us if you need any further assistance .

Very truly yours,

Durwood Greene Construction Co.

Jerry L. Berry
Vice President

JLB/rb

01825

1) [illegible]

Beaker Management Company.
Beaker

2) Reprocessed asphalt
American Material

0038 01826 /7

AGENDA ITEM

IDEAL ENGINEERING, INC.
Mechanical Contractors
713 · 771-7265 8005 DUNLAP
HOUSTON, TEXAS 77074

May 15, 1989

Fort Bend County Court House
Box 368
Richmond, Texas 77469

Attn: Mr. Neville J. Lancaster

Re: Computer Room 230 and six related offices

Gentlemen:

The need for air conditioning in room 230 when the building is closed and the chillers are turned off can best be handled by a separate air conditioning system.

We recommend a three (3) ton waste water cooling unit be installed. The unit to be a nominal three (3) ton unit manufactured by McQuay or American Air Filter Co.; depending on the best delivery time.

The cost of $5,814.00 includes a turn key job with work being performed during normal office hours. Listed below are items included:

A. Electical by Hargrove Electric Co.
B. Water lines by Triangle Plumbing Co.
C. Unit supported from structure above ceiling in room 229.
D. Unit to have six supply air grilles.
E. Return air grille located in ceiling near unit.
F. Thermostat located in room 230.
G. Water regulating valve to be located in the equipment room #205.
H. Emergency drain pan under the unit.
I. Water line to have backflow preventor in city water line.

The new unit is NOT to be interlocked with the main building air conditioning system. The new unit will ~~not~~ be allowed to operate if the building's air conditioning is operating.

If you have any questions contact me at (713) 771 7265 or if you would like for us to perform this work as outlined above please sign and return one copy of the attached proposal. Retain one copy for your files.

Sincerely,

IDEAL ENGINEERING, INC.

George Nash

George Nash,
Service Manager

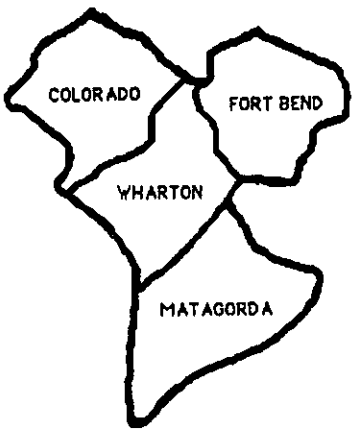
GN/ml

ACCEPTED BY: _____

TITLE: _____

DATE SIGNED: _____

RECEIVED MAY 24 1989
13
0038
01827



Riceland Regional Mental Health Authority

P.O. Box 869
3007 North Richmond Road
Wharton, TX 77488
(409) 532-3098

May 22, 1989

Commissioner Bob Lutts
Fort Bend County
P. O. Box 187
Fulshear, Texas 77441

Dear Bob:

On behalf of forty-four employees and more than 600 clients, I hereby express our sincere appreciation to you, Commissioner Bob Lutts, for your unselfish and devoted service as Secretary of the Riceland Regional Mental Health Authority Board of Trustees.

You have demonstrated an outstanding degree of dedication to public service by your reliability and your thoughtful contribution to decision making. You are truly one of the Founding Fathers of Riceland and will be remembered as such.

Most sincerely,

Bascom

Bascom L. Hodges
(for Riceland Staff and Clients)
Executive Director

BLH:md

19

0038
01828

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

May 24, 1989

The Honorable County Judge
and County Commissioners
Fort Bend County, Texas

Re: Greater Fort Bend Economic Development Council Agreement

Gentlemen:

This office has prepared the enclosed agreement between Fort Bend County and the Greater Fort Bend Economic Development Council pursuant to your request at the meeting of Commissioners' Court on May 22, 1989.

Please call if you have any questions.

Very truly yours,

Portia Poindexter

Portia Poindexter
Assistant District Attorney

PP:dmf
Enclosure

cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick
County Auditor Robert Grayless

RECEIVED
MAY 25 1989
COUNTY JUDGE

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

#19

0038

01829

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT, made and entered into by and between the County of Fort Bend, hereinafter referred to as "County", and the Greater Fort Bend Economic Development Council, hereinafter referred to as "Greater Fort Bend".

WHEREAS, the County desires to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens and promote the general public welfare; and,

WHEREAS, it is important to attract and expand business, commercial and industrial enterprise in order to accomplish this purpose; and,

WHEREAS, it is desirable, productive, and economical to work towards this goal through a unified county effort and through an agency with specific expertise in this field; and,

WHEREAS, the County desires to contract with Greater Fort Bend for such business and industrial development services; and,

WHEREAS, Greater Fort Bend is a county-wide non-profit corporation whose purpose is to accomplish all the above stated objectives;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and the Greater Fort Bend agree as follows:

A. The terms of this contract are from July 1, 1989 through December 31, 1989, the date of signature by the parties notwithstanding, provided, however, this contract may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice.

B. As compensation for all services provided hereunder, the County shall pay Greater Fort Bend the sum of Fifteen Thousand and no/100 Dollars ($15,000.00) for an annual contract sum. In the event of early termination as provided for by subparagraph A, the County shall compensate Greater Fort Bend for all services actually provided hereunder on a pro rata basis according to the ratio the amount of time elapsed during the contract term bears to the total amount of money agreed upon herein as compensation for such term.

Payment will be by two (2) equal quarterly payments in the sum of $7,500.00 each, the first of such demand payable on July 1, 1989, and a like payment on October 1, 1989.

C. Greater Fort Bend agrees to develop a comprehensive program for the solicitation of industrial, business and commercial prospects for location in Fort Bend County or a municipality located therein. The program will include but not be limited to site selection and analysis services for new business and industry seeking a location in Fort Bend County; dissemination of the demographic information about Fort Bend County to prospective new business and industry; and make recommendations for Fort Bend County to complete more successfully for new business and industry.

D. In addition to the foregoing, Fort Bend County is given the right to appoint five (5) directors to Greater Fort Bend, who shall serve for as long as this contract is in effect.

E. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly authorized by the parties.

AS PER ORIGINAL 01831

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA, County Judge

DATE: 6/5/89

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

GREATER FORT BEND ECONOMIC
DEVELOPMENT COUNCIL

BY: _____
HERBERT W. APPEL, JR., President

DATE: _____

I hereby certify that funds are available in the amount of $_____ to honor the obligation of Fort Bend County in the foregoing contract.

_____
Robert Grayless, County Auditor

20. CONSIDER APPROVING CONSTRUCTION PLANS FOR FORT BEND L.I.D. NO. 7:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the construction plans for Fort Bend L.I.D. No. 7. (Recorded in minutes in full)

21. CONSIDER APPROVAL OF AFFILIATION AGREEMENT WITH SAN JACINTO JR. COLLEGE FOR E.M.S. SERVICES:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve affiliation agreement with San Jacinto Jr. College for E.M.S. services. (Recorded in minutes in full)

22. CONSIDER ACTIVATING CARD KEY ENTRY SYSTEM FOR TRAVIS ANNEX:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize activating card key entry system for Wm. Travis Annex at no additional cost to be controlled by Building Maintenance Dept. under the supervision of County Judge, as presented by Jim Hosman, Dixie Electronic Control.

23. CONSIDER AWARDING PROPOSAL FOR ENGINEERING SERVICES ON THE 5TH STREET SANITARY SEWER PROJECT, AND NEGOTIATE CONTRACT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept proposal for Engineer Services on the 5th Street Sanitary Sewer Project to WALKER-BARLETT & ASSOC., and authorize County Engineer & District Attorney to negotiate a contract as presented by Ron Drachenberg, County Engineer.

24. CONSIDER APPROVAL OF CONTRACT FOR GRANT ADMINISTRATIVE SERVICES OF THE 5TH STREET SANITARY SEWER PROJECTS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to re-appoint Bruce Spritzengel to oversee 5th Street Sanitary Sewer Project and authorize District Attorney to negotiate a contract. Funds to come from project grant.

25. CONSIDER APPROVING PLATS FOR CINCO BLVD. & WESTHEIMER PARKWAY AT GRAND PARKWAY, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve plat for Cinco Blvd. and Westheimer Parkway at Grand Parkway, Pct. 3. Plats and Letter of Credits were presented to Commissioners Court for Cinco Blvd. & Westheimer Parkway at Grand Parkway, Pct. 3. (Recorded in minutes in full)

26. CONSIDER APPROVAL OF PARTIAL REPLAT OF SUGAR CROSSING, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve replat of Sugar Crossing Pct. 3. (Recorded in minutes in full)

27. CONSIDER RELEASING MAINTENANCE BOND ON KEEGANSWOOD, SEC. 2 & 3, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to release maintenance bond on Keeganswood, Sec. 2 & 3, Pct. 3.

0038 30
01833

TEXAS WATER COMMISSION

B. J. Wynne, III, Chairman
Paul Hopkins, Commissioner
John O. Houchins, Commissioner

Allen Beinke, Executive Director
Michael E. Field, General Counsel
Brenda W. Foster, Chief Clerk

May 31, 1989

Mr. Jon R. VanderWilt, P.E.
VanSickle, Mickelson, & Klein, Inc.
7500 San Felipe - Suite 700
Houston, TX 77063

Re: Docket No. RE-0240
Fort Bend County Levee Improvement District No. 7
Flood Protection Levee and Drainage Channel Improvements
Brazos River - Fort Bend County, Texas
(VMK Job No. 117-34 & 117-35)

Dear Mr. VanderWilt:

This is to advise that the final construction plans and specifications submitted for the referenced project with your letter of May 19, 1989 have been approved. Such approval is in accordance with the Commission's statutory responsibility under Sections 16.236, 57.154 and 57.156 of the Texas Water Code and does not exempt the applicant from having to comply with any other regulatory requirements that may be applicable. This includes obtaining all necessary land titles, easements, and the like prior to the initiation of construction.

Notice is hereby given that insofar as this agency's jurisdiction is concerned, construction of the project may proceed. Please advise us when construction has begun so that we may schedule on-site inspections by our staff. Additionally, monthly reports of progress should be forwarded to the executive director by the 10th of each month during construction.

Please note that September 3, 1985 Commission order approving the preliminary plans for the referenced project states that construction is to commence within six months (03-03-86) and to be completed within 10 years (09-03-95). If you are unable to meet either of these dates, you will have to file a request for extension of time.

Sincerely,

James Mirabal

James Mirabal, P.E.
State Reclamation Engineer
Head, Flood Management Unit

JM:lj

P. O. Box 13087 Capitol Station • 1700 North Congress Ave. • Austin, Texas 78711-3087 • Area Code 512/463-7830

AFFILIATION AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS AND §
COUNTY OF FORT BEND §

This AGREEMENT is executed on the 5 day of June 1989, between the BOARD OF REGENTS of SAN JACINTO COLLEGE, for and on behalf of the Emergency Medical Technology Department, hereinafter sometimes referred to as "College" in this agreement, and FORT BEND COUNTY, TEXAS and FORT BEND COUNTY EMERGENCY MEDICAL SERVICE, hereinafter sometimes referred to as "Facility" in this agreement, WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the students and faculty of the COLLEGE be given the opportunity to utilize the FACILITY as a practice laboratory and for educational purposes.

NOW, THEREFORE, for and in consideration of the foregoing and in further consideration of mutual benefits, the parties to this agreement agree as follows:

(1) The FACILITY will permit students of the COLLEGE to practice Emergency Medical Technology under the direct supervision and responsibility of the faculty of the COLLEGE. Individual faculty members will be responsible to the Emergency Medical Service Director, Preceptor, Supervisor, or Crew Person, designated by the FACILITY for the Emergency Medical Technology activities of the students. A faculty member/instructor from the COLLEGE will be available on call.

(2) The number of distribution of students between the divisions of the FACILITY will be mutually agreed upon between the COLLEGE and the FACILITY at the beginning of each semester.

(3) The period of assignment shall be during regular COLLEGE academic sessions, except in the instance of special arrangements, such as for workshop participants.

(4) The COLLEGE will provide the FACILITY with the names of the students who are entitled to use the resources of the FACILITY under the terms of this agreement.

(5) The COLLEGE will not discriminate against any applicant for enrollment in its course of study because of race, color, creed or national origin.

(6) The COLLEGE shall assume responsibility for seeing that all students and faculty members respect the confidential nature of all information which may come to them with respect to patient, hospital, and county records.

(7) Representatives of the COLLEGE and the FACILITY shall meet as often as necessary to study the Emergency Medical Technology program and terms of this agreement and make such suggestions and changes as are needed.

(8) The COLLEGE will arrange for liability and malpractice insurance coverage for its faculty members and students assigned to the FACILITY. The COLLEGE will provide the FACILITY with a copy of the coverage.

(9) It is understood between the parties that under no circumstances is any member of the COLLEGE'S student body or faculty or staff member to be considered an agent, servant and/or employee of the FACILITY or FORT BEND COUNTY.

(10) COLLEGE personnel, faculty, and students will be subject to the rules and regulations established by the FACILITY for the division of the FACILITY to which they are assigned:

(A) The FACILITY will charge the COLLEGE no fees for Emergency Medical Technology practice opportunity afforded students;

(B) students will be responsible for their own meals, laundry, and transportation to and from the FACILITY; and,

(C) the FACILITY will not be charged for services performed by the COLLEGE'S personnel, faculty, and/or students. The FACILITY shall provide to the students and faculty members of the COLLEGE emergency medical treatment without charge with respect to illness or injuries sustained while on duty with the assigned unit of the FACILITY.

(11) The COLLEGE hereby indemnifies and holds Fort Bend County and Fort Bend County Emergency Medical Service, Commissioners' Court, Directors, Officers and all County employees harmless, insofar as it is authorized by law to do so, from and against any and all claims, demands, suits (including legal expenses in connection therewith), judgment or awards arising out of or in any way connected with, the activities of the COLLEGE, its faculty, students, employees, agents, and servants during the term of this agreement. The COLLEGE hereby indemnifies Fort Bend County, Texas, and Fort Bend County Emergency Medical Service against and holds it harmless only insofar as it is authorized by law to do so, from any claim or cause of action asserted against the FACILITY arising from accident, injury or illness to a student or faculty member allegedly connected with the services of each student or faculty member in the FACILITY, provided, however, the FACILITY shall provide to students and faculty members emergency treatment without charge with respect to injuries sustained while on duty with the assigned unit of the FACILITY. In the event one or more of the students should, independent of this agreement, be employed by the FACILITY on a part time or

full time basis, this article shall not apply during the hours in which such student is performing his/her duties at the FACILITY.

(12) The salaries and expenses of any instructors, supervisors, or other employees of the COLLEGE will be paid by the COLLEGE. The COLLEGE agrees that members of its faculty will serve as consultants and on committees of the FACILITY when requested by the FACILITY.

(13) The FACILITY further agrees as follows:

(A) to maintain the criteria for accreditation as established by the Joint Review Committee on Education in Emergency Medical Technology, or other appropriate accrediting agencies.

(B) to provide the COLLEGE the necessary space or facilities for conference and classroom areas for student teaching, as available;

(C) to provide lounge and locker space for students, as available;

(D) to allow students and faculty members of the COLLEGE to utilize the FACILITY'S eating facilities at the students' and faculty's sole expense; and

(E) to plan jointly with all programs involved, when the resources are utilized as a clinical laboratory by groups other than the COLLEGE.

(14) This Agreement shall remain in effect for a term of one year beginning January 1, 198 9 , and ending at midnight on December 31, 198 9 , unless otherwise terminated as provided herein. Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party. Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

San Jacinto College Central 8060 Spencer Highway Pasadena, Texas 77505	Fort Bend County, Texas Rt. 2, Box 643C Rosenberg, Texas 77471
ATTENTION: BOARD OF REGENTS	ATTENTION: DIRECTOR OF EMS

EXECUTED by the parties on the day and year first above written.

SAN JACINTO COLLEGE CENTRAL

Dr. Thomas Sewell, Chancellor
San Jacinto College District

Dr. Monte Blue, President

Elaine Cominsky, Chairman
Division of Health Sciences

Mark L. Hill
Acting Department Chairman
Emergency Medical Technology

FORT BEND COUNTY

Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson, County Clerk

Daniel Kosler
Director of EMS

Mike McDill
Training Coordinator

Approved as to form & content:

Stanley Baskin, Attorney
San Jacinto College District

Cinco Blvd at Grand Parkway 25

0038
01839

American General Investment Corporation

P.O. Box 1375 • Houston, Texas 77251 • 713-522-1111

A Subsidiary of American General Corporation

Fort Bend County Judge Jodie E. Stavinoha
or his successors in office
Richmond, Texas 77469

Irrevocable Letter of
Credit No. 45

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Cinco Ranch Venture, for a sum or sums, not to exceed in the aggregate, the amount of two hundred seventeen thousand five hundred Dollars ($217,500), in U.S. Dollars, available by your draft at sight drawn on us, to be accompanied by an affidavit from Fort Bend County Judge Jodie E. Stavinoha, or his successors in office, stating one of the following:

1. "The undersigned, _____, hereby certifies to American General Investment Corporation, as the issuer of Letter of Credit No. 45 dated May 12, 1989, in the amount of two hundred seventeen thousand five hundred Dollars ($217,500), that Cinco Ranch Venture has failed to build and/or maintain roads and/or drainage facilities of Cinco Boulevard, in accordance with the Subsidivision Regulations of Fort Bend County, Texas prior to the roads being accepted for permanent maintenance by Fort Bend County and, by virtue of such failure, Beneficiary is entitled to receive funds in the amount of _____ ($)".

2. "The undersigned, _____, hereby certifies to American General Investment Corporation, as issuer of Letter of Credit No. 45, dated May 12, 1989, in the amount of two hundred seventeen thousand five hundred Dollars ($217,500), that Cinco Ranch Venture has delivered notice of intent to not automatically renew Letter of Credit No. 45 for a period no less than one year from the present expiration date and, by virtue of said delivery and notification, beneficiary is entitled to receive funds equal in amount to the undrawn balance on this Letter of Credit such amount being _____ Dollars ($)".

89-163

FILED FOR RECORD
TIME _____ A.M. P.M.

JUN 5 1989

Diane Wilson
County Clerk, Fort Bend Co., Tex

AMERICAN GENERAL

01840

It is the condition of this Letter of Credit that it shall be automatically renewed for a period no less than one year from the present or each future expiration date, unless at least 30 days prior to such date we, the Issuer, shall notify Fort Bend County Judge Jodie E. Stavinoha or his successors in office that we elect not to renew this Letter of Credit for such additional periods.

Partial drawings on this Letter of Credit are permitted.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements, or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

Any draft drawn under this Letter of Credit must be marked "Drawn under the Letter of Credit No. 45, dated May 12, 1989 issued by American General Investment Corporation. All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation at our counters on or before May 12, 1990.

American General Investment Corporation
Issuing Organization

By: Don Clapsaddle

Name: Don R. Clapsaddle

Title: Vice President and Treasurer

By: [illegible]

Name: W. G. Orr

Title: Senior Vice President

89-163

Westheimer Parkway at Grand Parkway 25

01841

American General Investment Corporation

P.O. Box 1375 • Houston, Texas 77251 • 713-522-1111

A Subsidiary of American General Corporation

Fort Bend County Judge Jodie E. Stavinoha
or his successors in office
Richmond, Texas 77469

Irrevocable Letter of
Credit No. 44

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Cinco Ranch Venture, for a sum or sums, not to exceed in the aggregate, the amount of two hundred thirteen thousand five hundred thirty three Dollars ($213,533), in U.S. Dollars, available by your draft at sight drawn on us, to be accompanied by an affidavit from Fort Bend County Judge Jodie E. Stavinoha, or his successors in office, stating one of the following:

1. "The undersigned, _____, hereby certifies to American General Investment Corporation, as the issuer of Letter of Credit No. 44 dated May 12, 1989, in the amount of two hundred thirteen thousand five hundred thirty three Dollars ($213,533), that Cinco Ranch Venture has failed to build and/or maintain roads and/or drainage facilities of Westheimer Parkway, in accordance with the Subsidivision Regulations of Fort Bend County, Texas prior to the roads being accepted for permanent maintenance by Fort Bend County and, by virtue of such failure, Beneficiary is entitled to receive funds in the amount of _____ ($)".

2. "The undersigned, _____, hereby certifies to American General Investment Corporation, as issuer of Letter of Credit No. 44, dated May 12, 1989, in the amount of two hundred thirteen thousand five hundred thirty three Dollars ($213,533), that Cinco Ranch Venture has delivered notice of intent to not automatically renew Letter of Credit No. 41 for a period no less than one year from the present expiration date and, by virtue of said delivery and notification, Beneficiary is entitled to receive funds equal in amount to the undrawn balance on this Letter of Credit such amount being _____ dollars ($)".

FILED FOR RECORD
TIME _____ A.M. P.M.

JUN 5 1989

Diane Wilson
County Clerk, Fort Bend Co., Tex

89-164

AMERICAN GENERAL

It is the condition of this Letter of Credit that it shall be automatically renewed for a period no less than one year from the present or each future expiration date, unless at least 30 days prior to such date we, the Issuer, shall notify Fort Bend County Judge Jodie E. Stavinoha or his successors in office that we elect not to renew this Letter of Credit for such additional periods.

Partial drawings on this Letter of Credit are permitted.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements, or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

Any draft drawn under this Letter of Credit must be marked "Drawn under the Letter of Credit No. 44, dated May 12, 1989 issued by American General Investment Corporation. All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation at our counters on or before May 12, 1990.

American General Investment Corporation
Issuing Organization

By: [signature]

Name: Don R. Clapsaddle

Title: Vice President and Treasurer

By: [signature]

Name: W. G. Orr

Title: Senior Vice President

89-164

28. CONSIDER APPLICATION FROM PRIME CABLE TO LAY CABLE BORED UNDER THOMPSON CROSSING DR., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Prime Cable to lay cable bored under Thompson Crossing Dr., Pct. 4. (Recorded in minutes in full)

29. CONSIDER APPLICATION FROM GTE SOUTHWEST TO LAY CABLE UNDER AND ALONG MACHA RD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from GTE Southwest to lay cable under and along Macha Rd., Pct. 4. (Recorded in minutes in full)

30. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE UNDER AND ALONG TARA PLANTATION (NORTH SIDE), GREATWOOD PARKWAY (EAST SIDE) AND TARA PLANTATION (WEST SIDE), PCT. 1:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Southwestern Bell Telephone. (Recorded in minutes in full)

31. 10:00 A.M.-HOLD PUBLIC HEARING FOR ABANDONMENT OF A PORTION OF BELTZ RD. (AT HWY. 6), PCT. 4, AND CONSIDER TAKING ACTION:

No public comments.

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept abandonment of a portion of Beltz Rd and accept dedication of 300' of new road. (Recorded in minutes in full)

32. 10:15 A.M.-HOLD PUBLIC HEARING FOR INSTALLATION OF TRAFFIC CONTROL DEVICES ON PLAZA LIBRE & RIO DEL SOL STREETS, MISSION BEND, SEC. 5 PCT. 3, AND CONSIDER TAKING ACTION:

No public comments.

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize installation of stop signs at the intersection of Plaza Libre and Rio del Sol, in Mission Bend, Sec. 5, Pct. 3. (Recorded in minutes in full)

33. APPROVE REPLACEMENT LETTERS OF CREDIT FOR COLONY WOODS, SEC. 1; OAKS OF ALCORN, SEC. 1; OLD MILL PARK COMMERCIAL RESERVES A,B,B1& E:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to replace letter of credit for Colony Woods, Sec. 1, Oaks of Alcorn, Sec.1 and Old Mill Park Commercial Reserves A, B, B1 & E. (Recorded in minutes in full)

34. ACCEPT REIMBURSEMENT CHECKS FOR CANCELLED CONFERENCES & REBUDGET INTO PERSONNEL DEPT.'S CONFERENCE LINE ITEM:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept reimbursement checks for cancelled conferences & rebudget into Personnel Dept.'s conference line item. (Recorded in minutes in full)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this _____ day of _____, 19 _____, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Fort Bend County dated May 22, 1989, permit no. 81058 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Lutts, seconded by Commissioner O'Shieles, 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 Arnold Bradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

0038
01845

Appl. # 81058

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

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

5-31-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

3 copies to C.C.

0038

01846

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 89058

Formal notice is hereby given that Prime Cable of Ft. Bend County 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
Thompson Crossing Dr.	10' S.W. of OLD SOUTH DR.	30'	XX			x

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Cable crossing will be encased in 2" SCH. 40 PVC, at a minimum depth of 24" below normal driving surface.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Ray Searcy
(Signature)

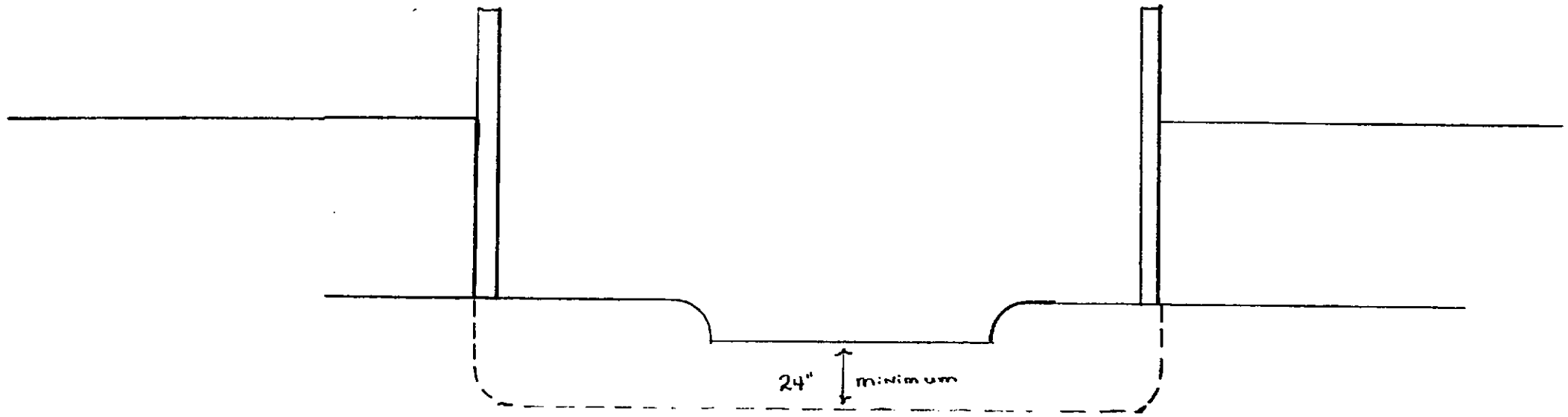
NAME & TITLE Ray Searcy, System Eng.
(Please Print)

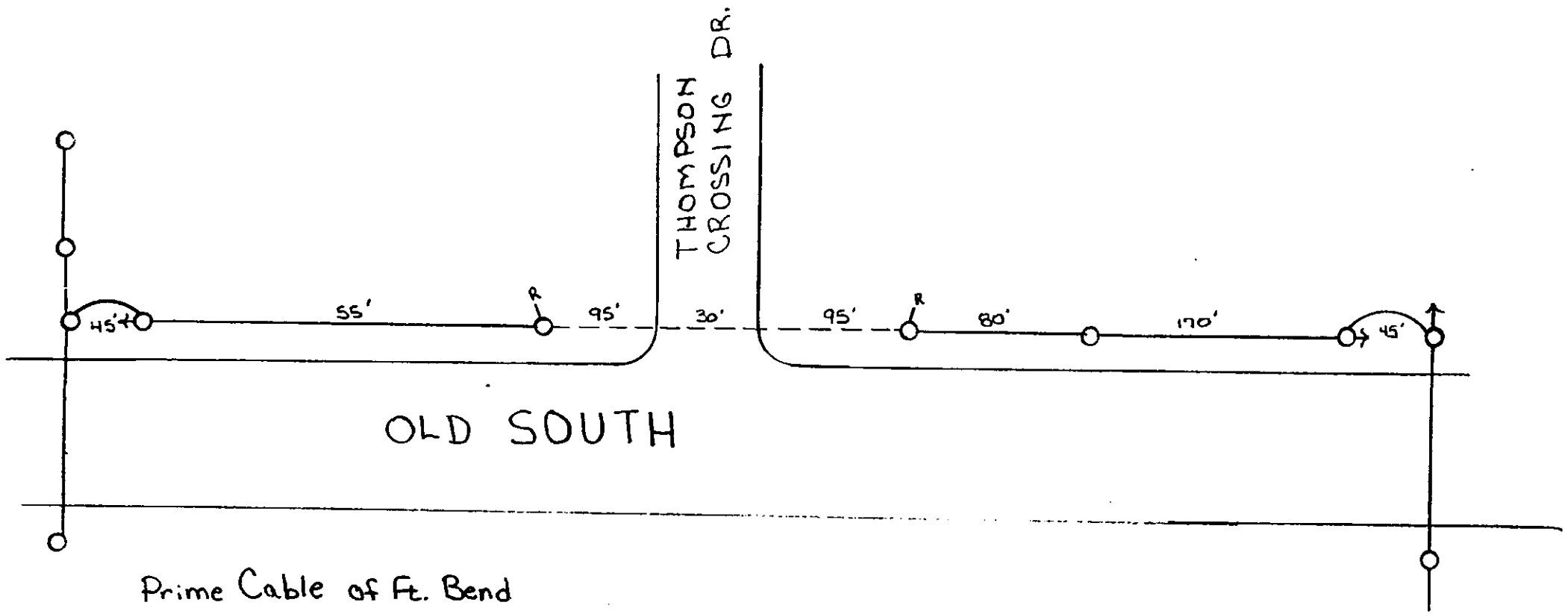
DATE: May 25,1989
ADDRESS: 8020 Hwy 90A P.O. Box 831
(Street/P.O. Box)

Sugar Land , Texas 77478
City State Zip
TELEPHONE NO: (713)242-3800

0038

01847





Prime Cable of Ft. Bend

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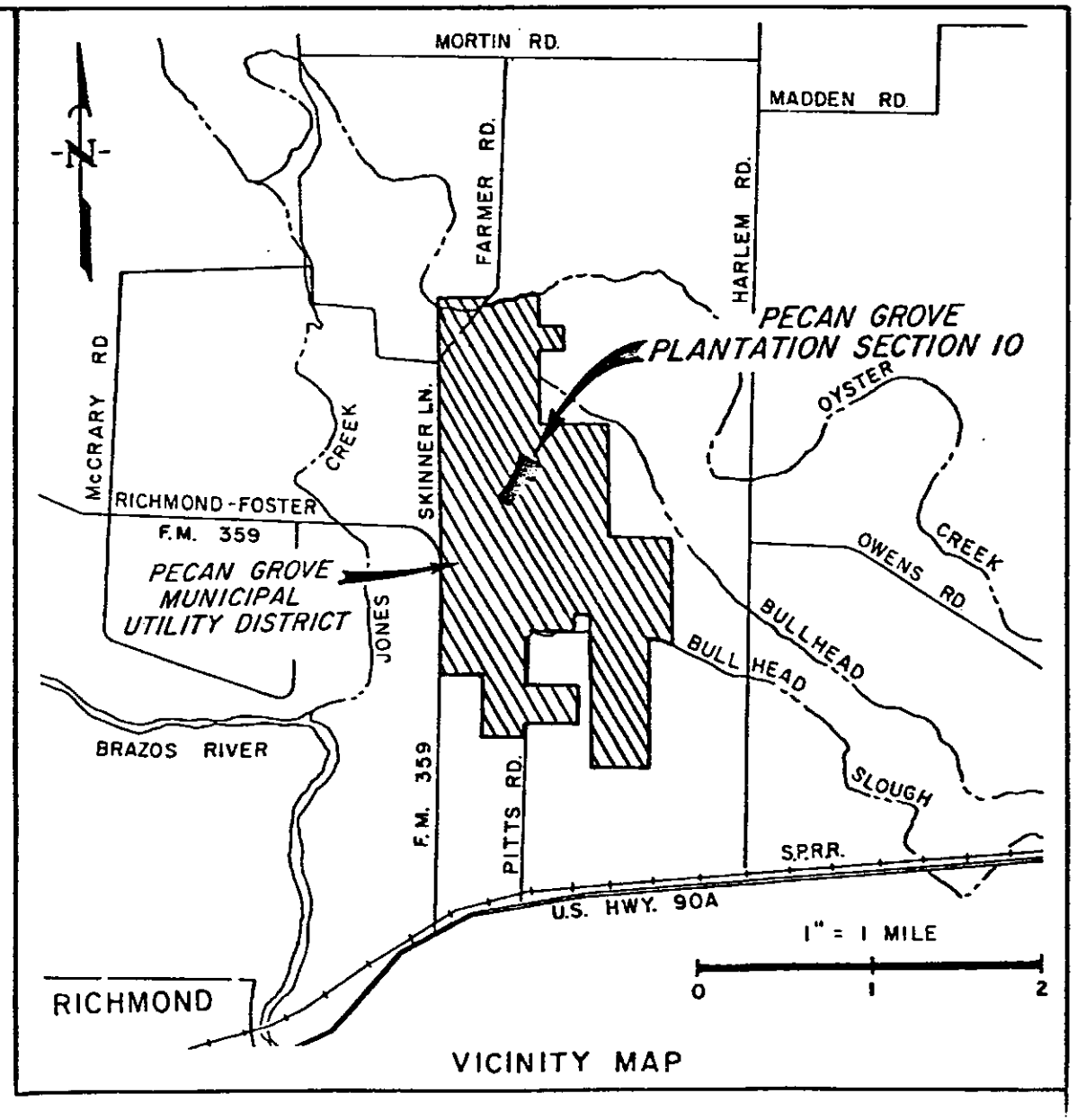
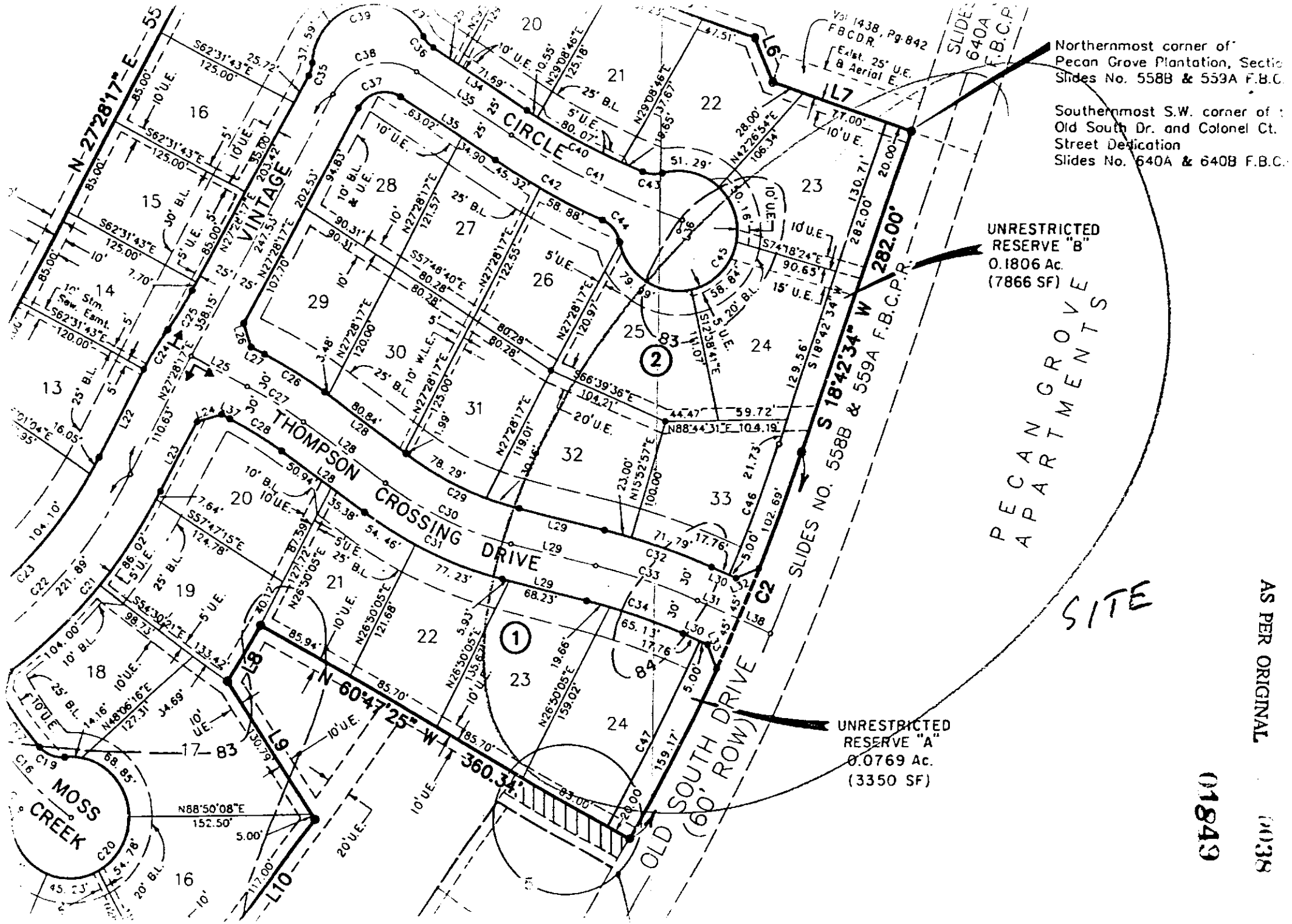


VICINITY MAP



AS PER ORIGINAL

01849

0038

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this _____ day of _____, 19 _____, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of GTE Southwest, Inc. dated May 25, 1989, permit no. 81059 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner O'Shieles, 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 Ronald Drabek
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Aida Kosler
Deputy

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

0038

01851

Appl. # 81059

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

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

5-31-89

Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

3 copies to C.C.

AS PER ORIGINAL

8038

01853

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81059

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

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
MACHA	BEGINNING AT FM 1952	3115 MACHA	3300'

General Description

BEGINNING AT NORTHEAST CORNER OF INTERSECTION OF MACHA ROAD AND FM 1952. BURIED 4' OFF R.O.W. AT 30" MIN. DEPTH BURIED NORTH FOR 3300'

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: GTE SOUTHWEST INC.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Jacob Van Ramshorst
(Signature)
PROJECT COORDINATOR
NAME & TITLE JACOB VANRAMSHORST
(Please Print)

DATE: MAY 22, 1989
ADDRESS: DRAWER AA
(Street/P.O. Box)

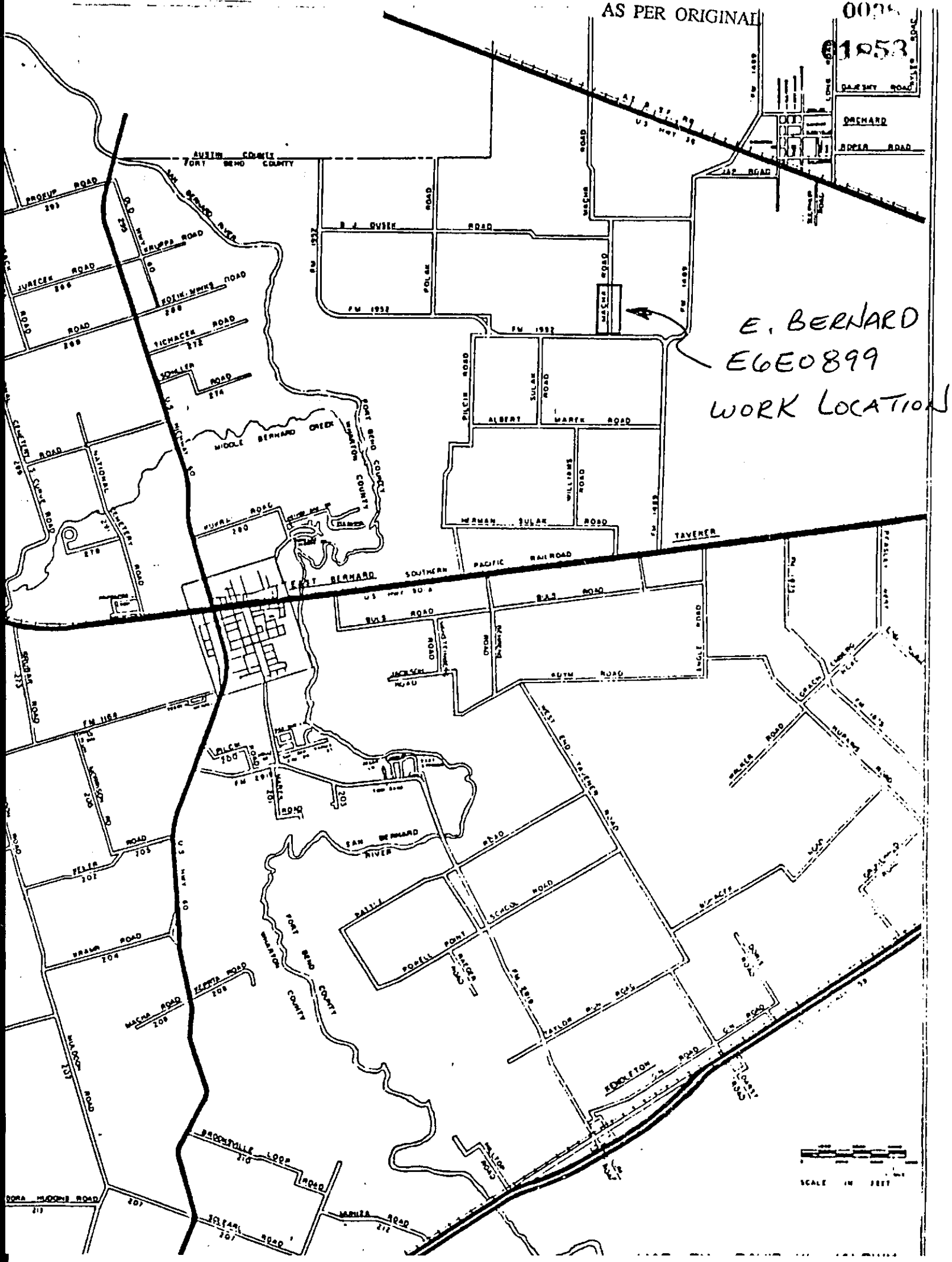
STAFFORD TEXAS 77477
City State Zip
TELEPHONE NO: 713/499-3570

5423/6E0899

AS PER ORIGINAL

0028

1953



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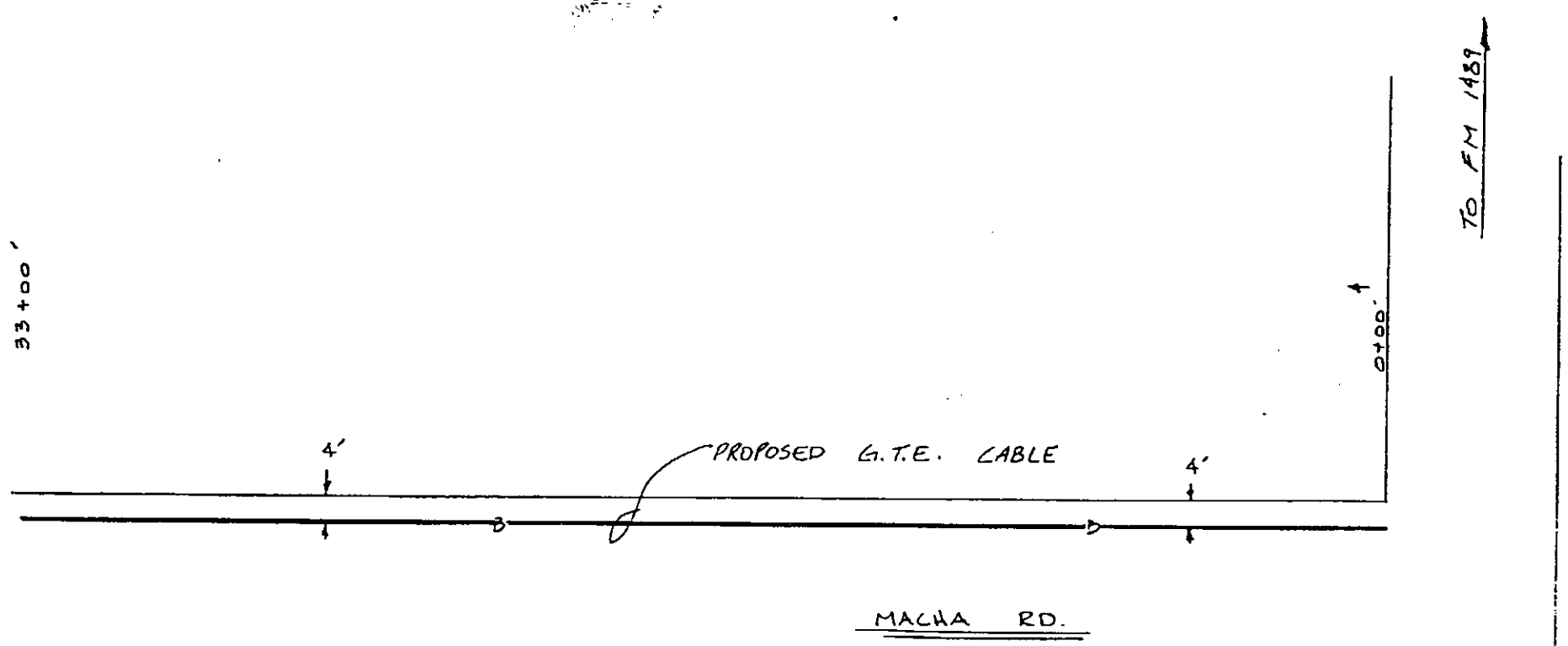
AS PER ORIGINAL



NOTES

1) CABLE TO BE BURIED AT 30" MIN. DEPTH
2) RIGHT OF WAY TO BE RESTORED TO PRESENT OR BETTER CONDITION.

AREA	BAY
TAX DIST.	4120S
ENG'ND BY	PM DATE 5-15-89
DRAWN BY	PM DATE 5-15-89
APPROVED BY	DATE 5-16-89
REVISED BY	DATE
SCALE	NTS

GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

LOCATION E. BERNARD - 5423

DESCRIPTION COUNTY PERMIT

SHEET 1 OF 1 W.O. NO ELE0899

FORM ED-173 (REV 6-78)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this _____ day of _____, 19 _____, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Co. dated May 24, 1989, permit no. 81060 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner O'Shieles, 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 Ronald Stachelberg
COUNTY ENGINEER

BY [illegible]
DRAINAGE DISTRICT ENGINEER/MANAGER

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

CLERK OF COMMISSIONERS COURT

BY Aida Kosler
Deputy

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

AS PER ORIGINAL

0038
01856

Appl. # 81060

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

Karl E. Baker
Karl E. Baker, P.E.
Assistant Engineer

5-31-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

3 for C.C.
1 @ Drainage - mark for Karl

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

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 87060

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

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

Road 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
TARA PLANTATION EAST SIDE	NORTH OF TARA PARK	NORTH	215'
GREATWOOD PARKWAY	SOUTH OF SANSBURY DR.	SOUTH	140'
TARA PLANTATION WEST SIDE	NORTH OF TARA PARK	NORTH	215'

General Description

proposed 2-4" G.I.P. CONDUIT WILL BE ATTACHED ON ~~THREE(3)~~ 2 BRIDGES.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

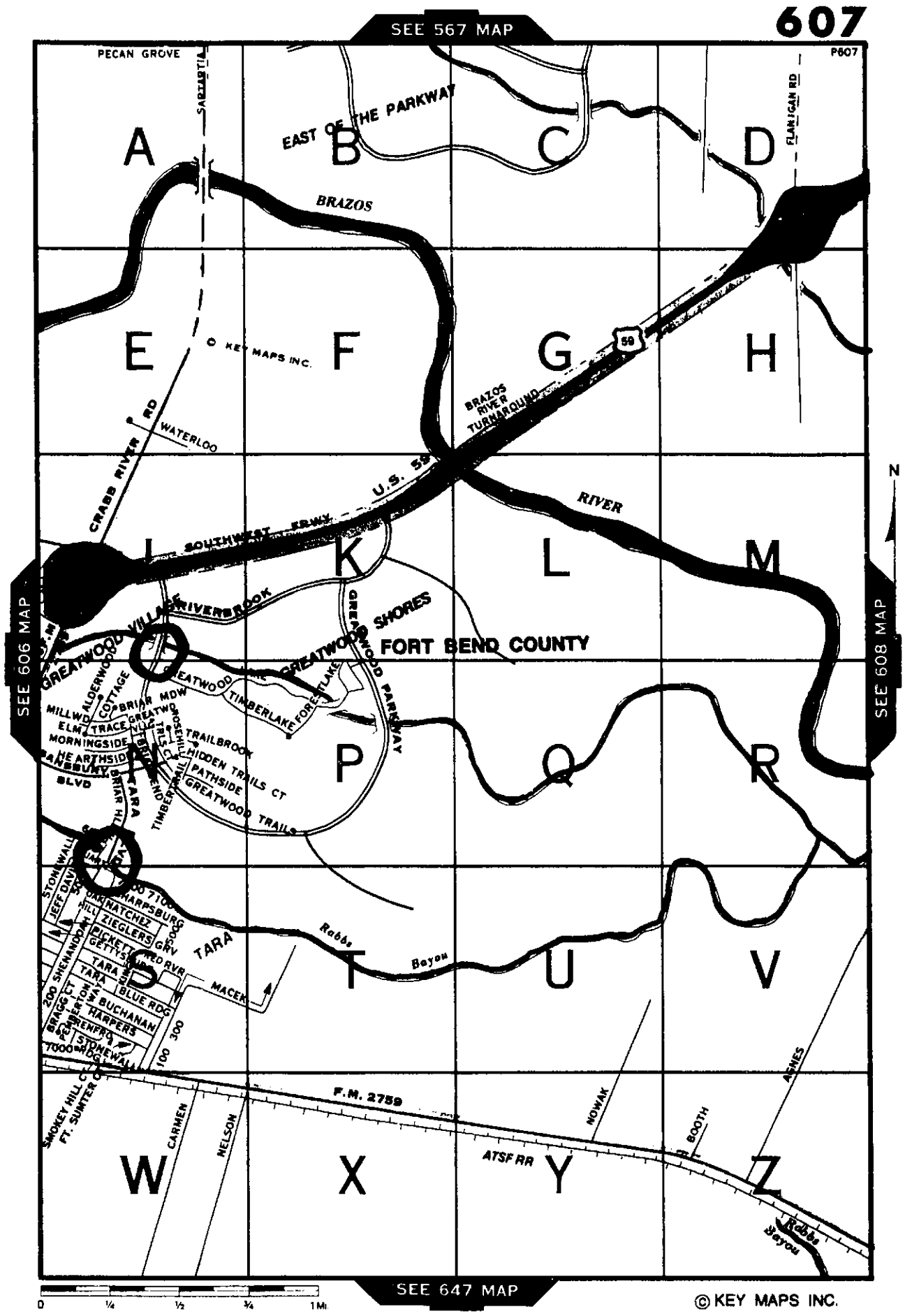
COMPANY NAME: SOUTHWESTERN BELL TELEPHONE CO.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
D. L. Smithers
(Signature)

NAME & TITLE MANAGER ENGINEER
(Please Print)

DATE: 05-24-89
ADDRESS: 14575 PRESIDIO SQUARE, ROOM 140
(Street/P.O. Box)

HOUSTON TEXAS 77083
City State Zip
TELEPHONE NO: (713) 561-4618

RR#8


607
SEE 567 MAP
SEE 606 MAP
SEE 608 MAP
SEE 647 MAP
PECAN GROVE
SARTARTIA
EAST OF THE PARKWAY
BRAZOS
BRAZOS RIVER TURNAROUND
FLANIGAN RD
© KEY MAPS INC.
CRABB RIVER RD
WATERLOO
U.S. 59
SOUTHWEST FRWY
RIVER
RIVERBROOK
GREATWOOD VILLAGE
GREATWOOD SHORES
FORT BEND COUNTY
GREATWOOD PARKWAY
TIMBERLAKE
FOREST LAKE
TRAILBROOK
HIDDEN TRAILS CT
PATHSIDE
GREATWOOD TRAILS
TARA
Rabbs Bayou
MACEK
F.M. 2759
ATSF RR
CARMEN
NELSON
NOWAK
BOOTH
AGNES
SMOKEY HILL CT
FT. SUMTER CT
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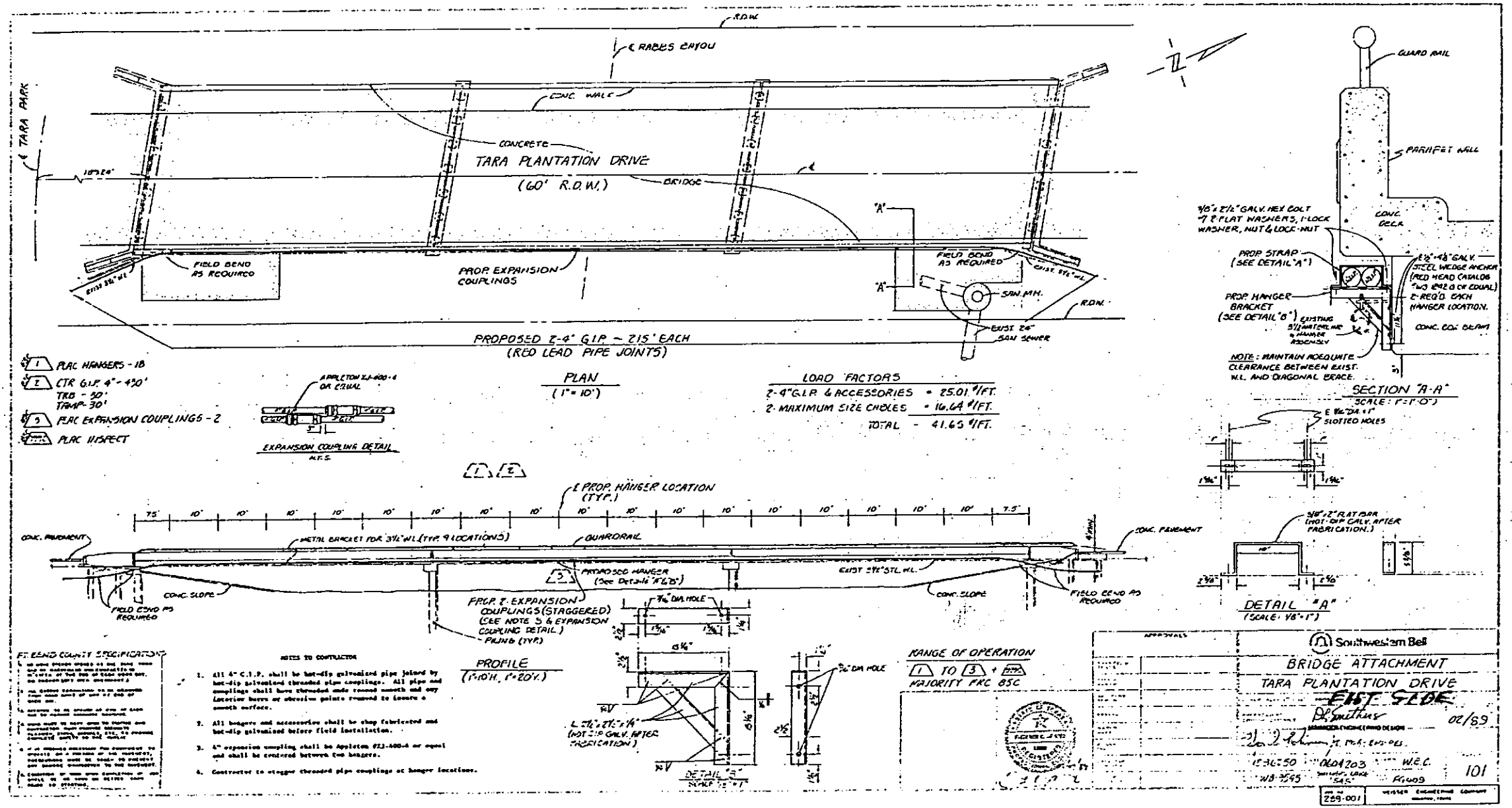
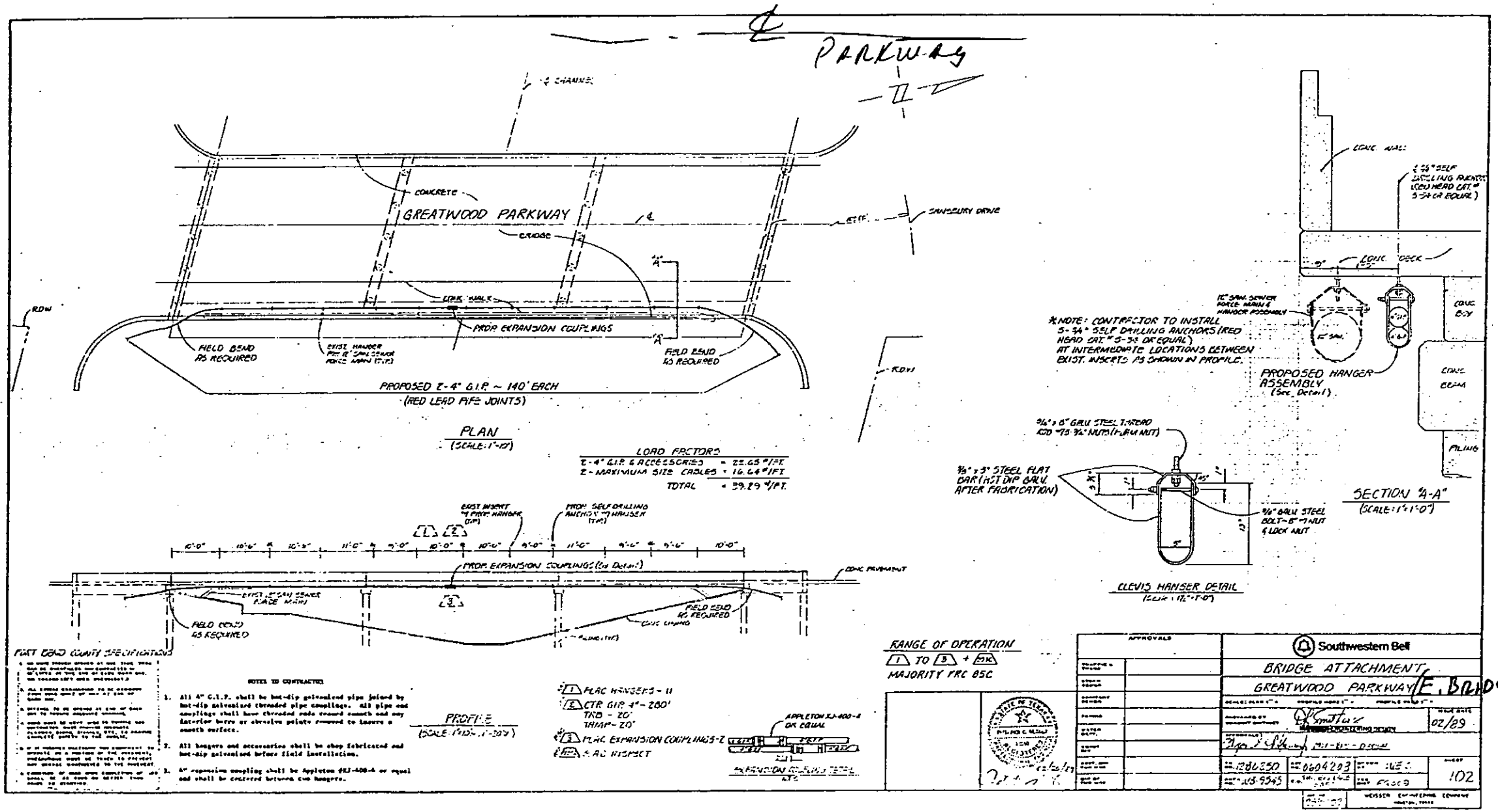
© KEY MAPS INC.

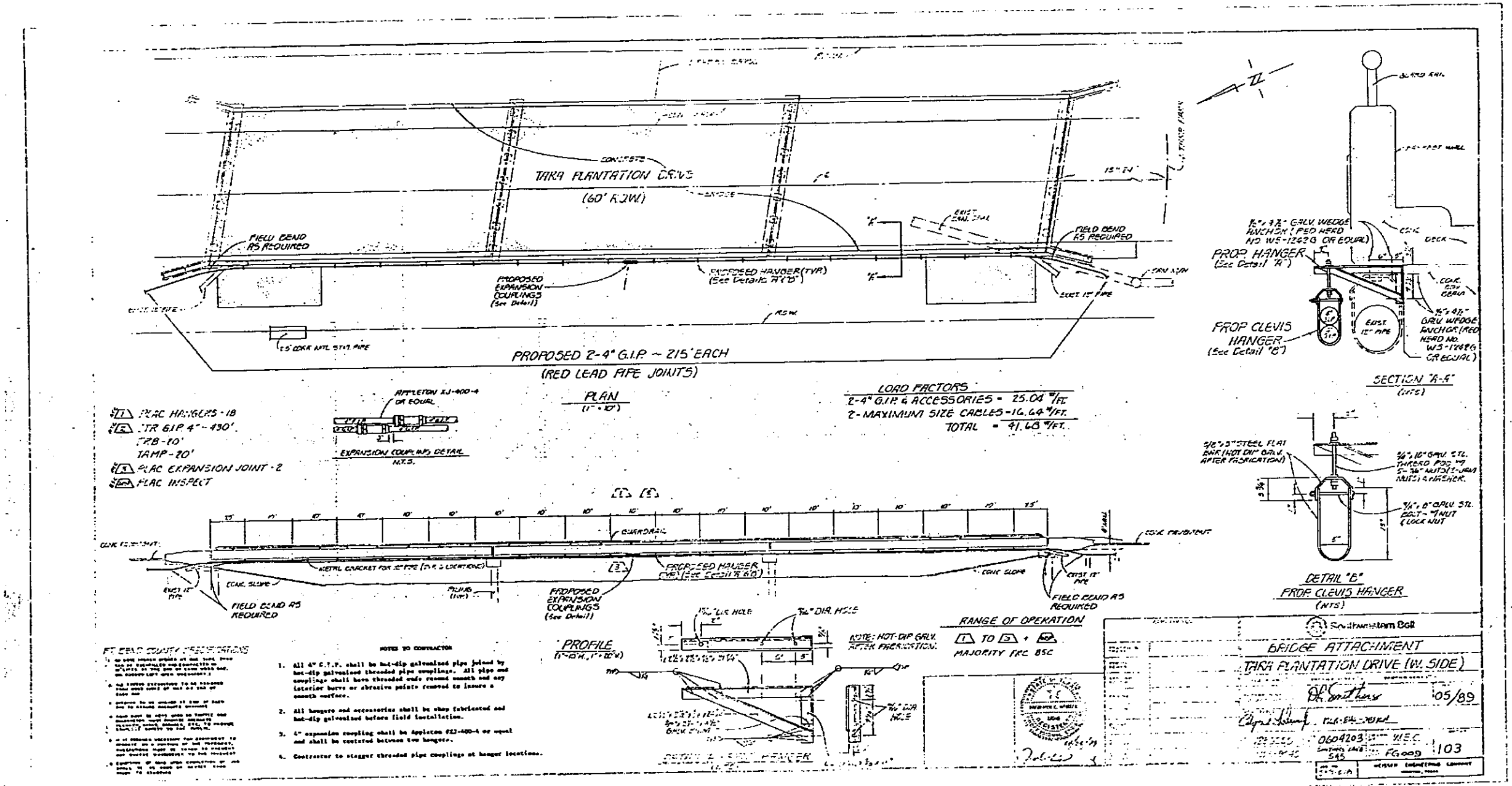


FT. BEND COUNTY SPECIFICATIONS

NOTES TO CONTRACTOR

1. All 4" C.I.P. shall be hot-dip galvanized pipe joined by hot-dip galvanized threaded pipe couplings. All pipe and couplings shall have threaded ends reamed smooth and any interior burrs or abrasive points removed to insure a smooth surface.
2. All hangers and accessories shall be shop fabricated and hot-dip galvanized before field installation.
3. 4" expansion coupling shall be Appleton XJ-400-4 or equal and shall be centered between two hangers.
4. Contractor to stagger threaded pipe couplings at hanger locations.


PARKWAY
GREATWOOD PARKWAY
CONCRETE
CROSS
SANDBURY DRIVE
CONC. WALK
PROP. EXPANSION COUPLINGS
FIELD BEND AS REQUIRED
EXIST. HANGER FOR 12" SAN. SEWER FORCE MAIN (TYP.)
PROPOSED 2-4" G.I.P. ~ 140' EACH
(RED LEAD PIPE JOINTS)
PLAN
(SCALE: 1"=10')
LOAD FACTORS
2-4" G.I.P. & ACCESSORIES = 22.65 #/FT.
2-MAXIMUM SIZE CABLES = 16.64 #/FT.
TOTAL = 39.29 #/FT.
EXIST. INSERT FOR PROP. HANGER (TYP.)
PROP. SELF DRILLING ANCHOR W/ HANGER (TYP.)
PROP. EXPANSION COUPLINGS (See Detail)
CONC. PAVEMENT
EXIST. 12" SAN. SEWER FORCE MAIN
FIELD BEND AS REQUIRED
CONC. LINING
PROFILE
(SCALE: 1"=10' H, 1"=20' V)
FORT BEND COUNTY SPECIFICATIONS
NOTES TO CONTRACTOR
1. All 4" G.I.P. shall be hot-dip galvanized pipe joined by hot-dip galvanized threaded pipe couplings. All pipe and couplings shall have threaded ends reamed smooth and any interior burrs or abrasive points removed to insure a smooth surface.
2. All hangers and accessories shall be shop fabricated and hot-dip galvanized before field installation.
3. 4" expansion coupling shall be Appleton XJ-400-4 or equal and shall be centered between two hangers.
FLAC HANGERS - 11
CTR GIR 4" - 280'
TND - 20'
THAP - 20'
FLAC EXPANSION COUPLINGS-2
APPLETON XJ-400-4 OR EQUAL
EXPANSION COUPLING DETAIL
NTS
RANGE OF OPERATION
1 TO 3 + 4K
MAJORITY FRC 85C
CONC. WALL
CONC. DECK
12" SAN. SEWER FORCE MAIN & HANGER ASSEMBLY
*NOTE: CONTRACTOR TO INSTALL 5-3/4" SELF DRILLING ANCHORS (RED HEAD CAT # S-34 OR EQUAL) AT INTERMEDIATE LOCATIONS BETWEEN EXIST. INSERTS AS SHOWN IN PROFILE.
PROPOSED HANGER ASSEMBLY (See Detail)
CONC. BOX
CONC. BEAM
PILING
SECTION "A-A"
(SCALE: 1"=1'-0")
3/4" x 8" GALV. STEEL THREAD ROD W/3-3/4" NUTS (1-FLAT NUT)
3/8" x 3" STEEL FLAT BAR (HOT DIP GALV. AFTER FABRICATION)
3/4" GALV. STEEL BOLT-8" W/ NUT & LOCK NUT
CLEVIS HANGER DETAIL
(SCALE: 1"=1'-0")
APPROVALS
Southwestern Bell
BRIDGE ATTACHMENT
GREATWOOD PARKWAY
E. BRIDGE
02/89
1286250
0604203
113-9545
102
WEBSTER ENGINEERING COMPANY



NOTES TO CONTRACTOR

1. All 4" G.I.P. shall be hot-dip galvanized pipe joined by hot-dip galvanized threaded pipe couplings. All pipe and couplings shall have threaded ends reamed smooth and any interior burrs or abrasive points removed to insure a smooth surface.
2. All hangers and accessories shall be shop fabricated and hot-dip galvanized before field installation.
3. 4" expansion coupling shall be Appleton #XJ-400-4 or equal and shall be centered between two hangers.
4. Contractor to stagger threaded pipe couplings at hanger locations.

NC

8927016 2128 717

0038

01862

AGREEMENT

STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT, made and entered into by and between the County of Fort Bend, hereinafter referred to as "COUNTY", and Sugarland Properties Incorporated, a Texas corporation, hereinafter referred to as "SPI".

WHEREAS, SPI desires to dedicate that land described by metes and bounds in Exhibit "A" attached hereto to the County, and further desires to construct all improvements thereon;

WHEREAS, upon completion of the improvements by SPI, the County desires to abandon the land described in Exhibit "B" attached hereto ("Beltz Road");

WHEREAS, it is the desire of the County and SPI that this agreement be subject to the terms, conditions, and requirements of §272.001, Texas Local Government Code; and,

WHEREAS, SPI agrees that the property to be exchanged described in Exhibit "A" is equal to or greater than the fair market value of the property described in Exhibit "B".

NOW, THEREFORE, in consideration of mutual understanding and agreement set forth herein, the County and SPI agree as follows:

1. SPI shall construct improvements on the land described in Exhibit "A" attached hereto and prior to or upon completion of said construction shall dedicate said land to County as part of Beltz Road.

2. County shall, after the construction of the improvement on the land described in Exhibit "A" attached hereto has been completed and the same has been certified by the County Engineer to meet county standards, accept said improvements into the County Road Maintenance System.

3. After the County has accepted the hereinbefore described property into the County Road Maintenance System, the County then will abandon and exchange the property described in Exhibit "B" attached hereto in consideration of the

Mt to Elida

exchange, provided, however, the terms and conditions of this exchange are subject to the terms and conditions of §272.001, Texas Local Government Code.

4. Once the improvements to Beltz Road are completed and the dedication has been accepted by the County, the County will maintain said improvements at its own cost and expense.

5. County and SPI agree to execute and deliver all further instruments and documents, and to take all further action that may be necessary or desirable, in order to peroperly dedicate Elkins Road and abandon Beltz Road.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written below.

COUNTY OF FORT BEND

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

Date: 6/5/89

ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk

SUGARLAND PROPERTIES INCORPORATED

By: Les A. Newton
Les A. Newton
Senior Vice President

Date: 6-5-89

Exhibit A.1

2128 719

.038

01864

Metes and Bounds Description
0.4175 Acres in F.C.M.U.D. #2
S. M. Williams, A-97,
Fort Bend County, Texas

Being a tract or parcel of land containing 0.4175 acres out of the S. M. Williams Survey, Abstract No. 97, in Fort Bend County, Texas, and being out of that certain 379.134 acre tract designated as First Colony Municipal Utility District No. 2 and also being out of that certain 424.978 acre tract described as Tracts 9 and 10 in Volume 607, Page 101, of the Deed Records of Fort Bend County, said 0.4175 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the southerly line of an 80-foot wide Houston Lighting and Power Company easement, as recorded in Volume 515, Page 452, of the Deed Records of Fort Bend County, with the westerly right-of-way line of the existing 60-foot wide Beltz Road;

THENCE North 05°32'24" West along the westerly right-of-way line of said Beltz Road, a distance of 362.52 feet to a point;

THENCE North 84°27'36" East, a distance of 60.00 feet to the east right-of-way line of said Beltz Road and the POINT OF BEGINNING of the herein described 0.4175 acre parcel;

THENCE North 05°32'24" West along the easterly right-of-way line of said Beltz Road, a distance of 143.92 feet to an angle point;

THENCE North 24°27'36" East, a distance of 15.00 feet to a point of curvature;

THENCE in a northerly direction, a distance of 136.14 feet along the arc of a curve to the left having a radius of 130.00 feet and a central angle of 60°00'00" (Chord= N05°32'24"W, 130.00') to a point of tangency;

THENCE North 35°32'24" West a distance of 15.00 feet to an intersect with the easterly right-of-way line of said Beltz Road;

THENCE North 05°32'24" West along the easterly right-of-way line of said Beltz Road, a distance of 143.92 feet to a point;

THENCE in a southerly direction, a distance of 46.75 feet along the arc of a curve to the left having a radius of 89.28 feet and a central angle of 30°00'00" (Chord= S20°32'24"E, 46.22') to a point of tangency;

THENCE South 35°32'24" East, a distance of 95.00 feet to a point of curvature;

THENCE in a southerly direction, a distance of 198.97 feet along the arc of a curve to the right having a radius of 190.00 feet and a central angle of 60°00'00" (Chord= S05°32'24"E, 190.00') to a point of tangency;

THENCE South 24°27'36" West, a distance of 95.00 feet to a point of curvature;

THENCE in a southerly direction, a distance of 46.75 feet along the arc of a curve to the left, having a radius of 89.28 feet and a central angle of 30°00'00" (Chord= S09°27'36"W, 46.22') to the POINT OF BEGINNING and containing 0.4175 acres of land, more or less.

R. S. McClendon Co.
Ph: (713) 240-9099
Job No. 013-8907
April, 1989

STATE OF TEXAS
R. S. McCLENDON
4079
REGISTERED PUBLIC SURVEYOR

Exhibit B.2

2128 720
0038

AS PER ORIGINAL 01865

Metes and Bounds Description
0.3643 Acres in F.C.M.U.D. #2
S. M. Williams, A-97,
Fort Bend County, Texas

Being a tract or parcel of land containing 0.3643 acres out of the S. M. Williams Survey, Abstract No. 97, in Fort Bend County, Texas, and being out of that certain 379.134 acre tract designated as First Colony Municipal Utility District No. 2 and also being out of that certain 424.978 acre tract described as Tracts 9 and 10 in Volume 607, Page 101, of the Deed Records of Fort Bend County, said 0.3643 acre tract being a portion of the existing 60-foot wide Beltz Road right-of-way and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the southerly line of an 80-foot wide Houston Lighting and Power Company easement, as recorded in Volume 515, Page 452, of the Deed Records of Fort Bend County, with the westerly right-of-way line of said Beltz Road;

THENCE North 05°32'24" West along the westerly right-of-way line of said Beltz Road, a distance of 362.52 feet to the POINT OF BEGINNING of the herein described 0.3643 acre parcel;

THENCE continuing North 05°32'24" West along the westerly right-of-way line of said Beltz Road, a distance of 443.83 feet to an angle point;

THENCE in a southerly direction, a distance of 78.16 feet along the arc of a curve to the left having a radius of 149.28 feet and a central angle of 30°00'00" (Chord= S20°32'24"E, 77.27') to a point of tangency;

THENCE South 35°32'24" East, a distance of 80.00 feet to an intersect with the easterly right-of-way line of said Beltz Road;

THENCE South 05°32'24" East along the easterly right-of-way line of said Beltz Road, a distance of 155.98 feet to a point;

THENCE South 24°27'36" West, a distance of 80.00 feet to a point of tangency;

THENCE in a southerly direction, a distance of 78.16 feet along the arc of a curve to the left having a radius of 149.28 feet and a central angle of 30°00'00" (Chord= S09°27'36"W, 77.27') to the POINT OF BEGINNING and containing 0.3643 acres of land more or less.

R. S. McClendon
Ph: (713) 240-9099
Job No. 013-8907
April, 1989

STATE OF TEXAS
R. S. McCLENDON
4079
REGISTERED PUBLIC SURVEYOR

Exhibit A.2

2128 721

AS PER ORIGINAL 3038

01866

Metes and Bounds Description
0.9104 Acres in F.C.M.U.D. #2
S. M. Williams, A-97,
Fort Bend County, Texas

Being a tract or parcel of land containing 0.9104 acres out of the S. M. Williams Survey, Abstract No. 97, in Fort Bend County, Texas, and being out of that certain 379.134 acre tract designated as First Colony Municipal Utility District No. 2 and also being out of that certain 424.978 acre tract described as Tracts 9 and 10 in Volume 607, Page 101, of the Deed Records of Fort Bend County, said 0.9104 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the southerly line of an 80-foot wide Houston Lighting and Power Company easement, as recorded in Volume 515, Page 452, of the Deed Records of Fort Bend County, with the westerly right-of-way line of the existing 60-foot wide Beltz Road;

THENCE North 05°32'24" West along the westerly right-of-way line of said Beltz Road, a distance of 1,380.87 feet to a point of curvature and the POINT OF BEGINNING of the herein described 0.9104 acre parcel;

THENCE in a northerly direction, a distance of 734.48 feet along the arc of a curve to the left having a radius of 566.51 feet and a central angle of 74°17'06" (Chord= N42°40'57"W, 684.11') to a point of tangency;

THENCE North 79°49'30" West, a distance of 67.68 feet to the easterly terminus of Soldiers Field Drive (60 feet wide) as recorded in Volume 30, Page 5, of the Plat Records of Fort Bend County;

THENCE North 10°10'30" East along the easterly terminus of said Soldiers Field Drive, a distance of 60.00 feet;

THENCE South 79°49'30' East, a distance of 67.68 feet to a point of curvature;

THENCE in a southerly direction, a distance of 535.88 feet along the arc of a curve to the right having a radius of 626.51 feet and a central angle of 49°00'27" (Chord= S55°19'17" E, 519.69') to an intersect with the westerly right-of-way line of said Beltz Road;

THENCE South 05°32'24" East along said westerly right-of-way line of Beltz Road, a distance of 267.52 feet to the POINT OF BEGINNING and containing 0.9104 acres of land, more or less.

R. S. McClendon Co.
Ph: (713) 240-9099
Job No. 013-8907
April, 1989

STATE OF TEXAS
R. S. McCLENDON
4079
REGISTERED PUBLIC SURVEYOR

Exhibit B.

2128 722

0038

AS PER ORIGINAL 01867

Metes and Bounds Description
1.2768 Acres in F.C.M.U.D. #2
S. M. Williams, A-97,
Fort Bend County, Texas

Being a tract or parcel of land containing 1.2768 acres out of the S. M. Williams Survey, Abstract No. 97, in Fort Bend County, Texas, and being out of that certain 379.134 acre tract designated as First Colony Municipal Utility District No. 2 and also being out of that certain 424.978 acre tract described as Tracts 9 and 10 in Volume 607, Page 101, of the Deed Records of Fort Bend County, said 1.2768 acre tract being a portion of the existing 60-foot wide Beltz Road right-of-way and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the southerly line of an 80-foot wide Houston Lighting and Power Company easement, as recorded in Volume 515, Page 452, of the Deed Records of Fort Bend County, with the westerly right-of-way line of said Beltz Road;

THENCE North 05°32'24" West along the westerly right-of-way line of said Beltz Road, a distance of 1,648.39 feet to the POINT OF BEGINNING of the herein described 1.2768 acre parcel;

THENCE continuing North 05°32'24" West along the westerly right-of-way line of said Beltz Road, a distance of 854.46 feet to an intersect with the southwesterly right-of-way line of State Highway No. 6 (130 feet wide);

THENCE South 69°14'59" East along the southwesterly right-of-way line of said State Highway No. 6, a distance of 66.92 feet to an intersect with the easterly right-of-way line of said Beltz Road;

THENCE South 05°32'24" East along the easterly right-of-way line of said Beltz Road, a distance of 1092.34 feet to a point;

THENCE in a northerly direction, a distance of 276.40 feet along the arc of a curve to the left having a radius of 626.51 feet and a central angle of 25°16'39" (Chord= N18°10'44"W, 274.17') to the POINT OF BEGINNING and containing 1.2768 acres of land, more or less.

R. S. McClendon Co.
Ph: (713) 240-9099
Job No. 013-8907
April, 1989

STATE OF TEXAS
R. S. McCLENDON
4079
REGISTERED PUBLIC SURVEYOR

FILED

'89 JUN -7 P4:57

Dianne Wilson
COUNTY CLERK
FORT BEND, 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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 09 1989

COUNTY CLERK FORT BEND COUNTY, TEXAS

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

0038

#32

01868

MISSION BEND NO. 5
HOMEOWNERS ASSOCIATION

P.O. Box 501685 (713) 460-1122 Houston, Texas 77250

RECEIVED

RECEIVED MAY 2 3 1989

MAY 22, 1989

ALTON B. PRESSLEY
FT.BEND COUNTY COMMISSIONER PCT. 3
1809 ELDRIDGE ROAD
SUGARLAND, TEXAS 77478

DEAR COMMISSIONER PRESSLEY:

ENCLOSED ARE SEVERAL PETITIONS WHICH WE WOULD LIKE FOR YOU TO PRESENT AT THE PUBLIC HEARING IN COMMISSIONERS COURT.. AS YOU WILL SEE, THERE IS QUITE A BIT OF SUPPORT FOR THE ACTION TAKEN...THESE PETITIONS WERE GATHERED OVER A VERY SHORT PERIOD OF TIME...IF ADDITIONAL ACTION OR PETITIONS ARE NEEDED, PLEASE ADVISE...

I WOULD LIKE TO THANK BOTH YOU AND JUDGE STAVINOH FOR THE QUICK ACTION TAKEN ON THIS MATTER...

IF I CAN BE OF ANY HELP IN THE FUTURE, PLEASE FEEL FREE TO CONTACT ME.

SINCERLEY:

RICHARD BAKER
PRES.MSB #5 HOA

MISSION BEND NO. 5
HOMEOWNERS ASSOCIATION

P.O. Box 501685 (713) 460-1122 Houston, Texas 77250

TO: Ft. Bend County Commissioners Court
c/o Commissioner Alton Pressley (Pct. #3)

RE: Installation of stop signs at the intersection of Plaza Libre and Rio del Sol.

We the undersigned property owners and residents of Mission Bend do hereby petition the Commissioners Court to let stand the order issued by County Judge Stavinoh, by which the intersection of Rio del Sol and Plaza Libre was made a 3-way stop at the request of the Mission Bend #5 Home Association, the purpose of which is to provide a protected crossing for children using the park.

NAME	ADDRESS
Dennis Gallagher	15315 Plaza Libre Houston 77083
Cindy McCoy	15602 Loma Verde Houston, TX 77083
[illegible]	7310 Loma ALTA Houston, Tx 77083
Ken MAYEOX	7306 MAR VISTA HOU 77083
John D. Spard	15610 Emparada Dr Houston TX 77083
Richard Baker	15523 MIRA MONTE Hou. TX. 77083
Kim Hagg	7327 La Mesa Hou. Tx. 77083
Bill Williams	15407 RIO DEL SOL HOUSTON, TX. 77083
M. H. Doshi	7203 La Granada Houston Tx 77083
Farheen Ahmed	15646 Rio Del Sol Houston Tx 77083
Vikash Sanghani	15527 Mira Monte Ct. Houston TX 77083
A.E. Lloy	15535 EMPANADA Houston Tx 77083

0038

01870

MISSION BEND NO. 5
HOMEOWNERS ASSOCIATION

P.O. Box 501685 (713) 460-1122 Houston, Texas 77250

TO: Ft. Bend County Commissioners Court
c/o Commissioner Alton Pressley (Pct. #3)

RE: Installation of stop signs at the intersection of Plaza Libre and Rio del Sol.

We the undersigned property owners and residents of Mission Bend do hereby petition the Commissioners Court to let stand the order issued by County Judge Stavinoh, by which the intersection of Rio del Sol and Plaza Libre was made a 3-way stop at the request of the Mission Bend #5 Home Association, the purpose of which is to provide a protected crossing for children using the park.

NAME	ADDRESS
Fe Maturan	15510 Sierra Valle Dr.
Jeff Wilburn	15515 Sierra Valle Dr.
[illegible]	15411 Camino del Sol
[illegible]	7319 La Mesa
Shah K. R.	15455 Empanada Dr.
[illegible]	15451 EMPANADA
Marilyn Garner	15442 EMPANADA
[illegible]	15424 EMPANADA
Sharman Potter	15423 Empanada
Dah Feng	15419 Empanada
Thomas Chapman	15415 Empanada
[illegible]	15414 EMPANADA
Phil Barber	15410 EMPANADA
[illegible]	15409 Empanada
Charles Denson	15402 Empanada
Chellappa	camino del sol

MISSION BEND NO. 5
HOMEOWNERS ASSOCIATION

P.O. Box 501685 (713) 460-1122 Houston, Texas 77250

01871

TO: Ft. Bend County Commissioners Court
c/o Commissioner Alton Pressley (Pct. #3)

RE: Installation of stop signs at the intersection of Plaza Libre and Rio del Sol.

We the undersigned property owners and residents of Mission Bend do hereby petition the Commissioners Court to let stand the order issued by County Judge Stavinoh, by which the intersection of Rio del Sol and Plaza Libre was made a 3-way stop at the request of the Mission Bend #5 Home Association, the purpose of which is to provide a protected crossing for children using the park.

NAME	ADDRESS
Holly Willburn	15515 Sierra Valle Dr.
Rosa G. Salinas	15610 Sierra Valle Dr.
James Hernandez	15519 " " "
Fay Hernandez	15519 " " "
Lupe Perez	15519 " " "
Jenkins family	15518 Empanada Dr.
[illegible]	15522 Empanada
[illegible]	15526 Empanada Dr.
[illegible] Ebersole	15530 Empanada
Pakhi Bhasin	15531 Empanada Dr.
Cynthia Smith	15502 Empanada
Katherine Spaid	15610 Empanada
[illegible] Santoro	15606 Empanada
[illegible] Castor	7322 LA GRANADA
Kelly Hernandez	7326 LA Granada
Linda Meyer	7342 La Granada

01872

MISSION BEND NO. 5
HOMEOWNERS ASSOCIATION

P.O. Box 501685 (713) 460-1122 Houston, Texas 77250

TO: Ft. Bend County Commissioners Court
c/o Commissioner Alton Pressley (Pct. #3)

RE: Installation of stop signs at the intersection of Plaza Libre and Rio del Sol.

We the undersigned property owners and residents of Mission Bend do hereby petition the Commissioners Court to let stand the order issued by County Judge Stavinoh, by which the intersection of Rio del Sol and Plaza Libre was made a 3-way stop at the request of the Mission Bend #5 Home Association, the purpose of which is to provide a protected crossing for children using the park.

NAME	ADDRESS
Lucille Olsen	15307 Camino Del Sol
Minnie Cardoza	15306 Camino Del Sol
David Wall	15310 Camino Del Sol
Dalmira G. Suarez	15311 Camino Del Sol
Apurna Parikh	15318 Camino Del Sol
Maurice Kelley	15418 CAMINO DEL SOL
[illegible] Chance	15423 CAMINO del sol
Janette Massey	15430 Camino del Sol
Lou Anderson	15434 Camino del Sol
Leviene Mooney	15446 Camino del Sol
James Owens	15454 Empanada
Elsie Maliakkal	15451 SIERRA VALLE
[illegible] Reynolds	15450 SIERRA Valle

MISSION BEND NO. 5
HOMEOWNERS ASSOCIATION

P.O. Box 501685 (713) 460-1122 Houston, Texas 77250

TO: Ft. Bend County Commissioners Court
c/o Commissioner Alton Pressley (Pct. #3)

RE: Installation of stop signs at the intersection of Plaza Libre and Rio del Sol.

We the undersigned property owners and residents of Mission Bend do hereby petition the Commissioners Court to let stand the order issued by County Judge Stavinoh, by which the intersection of Rio del Sol and Plaza Libre was made a 3-way stop at the request of the Mission Bend #5 Home Association, the purpose of which is to provide a protected crossing for children using the park.

NAME	ADDRESS
C. Dale Fox	7314 Loma Alta
Melvin Briggs	7306 LOMA ALTA
Joseph Rutledge	7326 LOMA ALTA

MISSION BEND NO. 5
HOMEOWNERS ASSOCIATION

P.O. Box 501685 (713) 460-1122 Houston, Texas 77250

TO: Ft. Bend County Commissioners Court
c/o Commissioner Alton Pressley (Pct. #3)

RE: Installation of stop signs at the intersection of Plaza Libre and Rio del Sol.

We the undersigned property owners and residents of Mission Bend do hereby petition the Commissioners Court to let stand the order issued by County Judge Stavinoh, by which the intersection of Rio del Sol and Plaza Libre was made a 3-way stop at the request of the Mission Bend #5 Home Association, the purpose of which is to provide a protected crossing for children using the park.

NAME	ADDRESS
Mike + Carol Lee	15523 Rio Del Sol
STEVE & PAULA GRST	15527 Rio Del Sol.

0038 01875 33

RECEIVED
MAY 23 1989

May 22, 1989

Judge Jodie Stavinoha
FORT BEND COUNTY
500 Liberty
Richmond, Tx 77469

Re: Letters of Credit

Dear Judge Stavinoha,

Enclosed please find copies of the following Letters of Credit:

Subdivision	Amount	Number
Old Mill Park - Comm. Reserves A,B,B-1 & C	$17,900	I-404528
Oaks of Alcorn, I	$89,130	I-404466
Colony Woods, I	$51,525	I-404467

The originals have been delivered to the Fort Bend County Clerk's office. Copies have been delivered to the Fort Bend County Engineers' office.

If you have any questions, please call.

Sincerely,

SUGARLAND PROPERTIES INCORPORATED

Darri Ofczarzak

Darri Ofczarzak
Field Coordinator

return old originals to: (by mail)

DJO/ds

cc: Karl Baker - FBC Engineer, Pct 4
Glen Crocker - FBC Engineer, Pct 3
Dianne Wilson - FBC Clerk

Texas Commerce Bank

Texas Commerce Bank
NATIONAL ASSOCIATION
INTERNATIONAL BANKING GROUP
P.O. Box 2558, Houston, Texas 77252-2558
717 Travis Street, Houston, Texas 77002-8300 TELEX: 166053 TCB

AS PER ORIGINAL

ISSUE DATE: MAY 19, 1989
L/C NO.: I-404467

0038

01878

Advising Bank

********** DIRECT **********

APPLICANT:
SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

Beneficiary

MAIL TO

FORT BEND COUNTY JUDGE JODIE E.
STAVINOHA OR HIS SUCCESSORS IN
OFFICE
RICHMOND, TEXAS 77469

AMOUNT: USD 51,525.00
(FIFTY ONE THOUSAND FIVE
HUNDRED TWENTY FIVE AND 00/100
UNITED STATES DOLLARS)

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR FOR THE ACCOUNT OF SUGARLAND PROPERTIES INCORPORATED, FOR A SUM OR SUMS, NOT TO EXCEED IN THE AGGREGATE, THE AMOUNT OF FIFTY ONE THOUSAND FIVE HUNDRED TWENTY FIVE AND NO/100 DOLLARS ($51,525.00), IN U.S. DOLLARS, AVAILABLE BY YOUR DRAFT AT SIGHT DRAWN ON US, TO BE ACCOMPANIED BY AN AFFIDAVIT FROM FORT BEND COUNTY JUDGE JODIE E. STAVINOHA, OR HIS SUCCESSORS IN OFFICE, STATING ONE OF THE FOLLOWING:

1. "THE UNDERSIGNED, JODIE E. STAVINOHA, HEREBY CERTIFIES TO TEXAS COMMERCE BANK N.A. AS THE ISSUER OF LETTER OF CREDIT NO. I-404467 DATED MAY 19, 1989, IN THE AMOUNT OF FIFTY ONE THOUSAND FIVE HUNDRED TWENTY FIVE AND NO/100 U.S. DOLLARS ($51,525.00), THAT SUGARLAND PROPERTIES INCORPORATED HAS FAILED TO BUILD AND/OR MAINTAIN ROADS AND OR DRAINAGE FACILITIES WITHIN THE COLONY WOODS SUBDIVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF FORT BEND COUNTY, TEXAS PRIOR TO THE ROADS BEING ACCEPTED FOR PERMANENT MAINTENANCE BY FORT BEND COUNTY AND, BY VIRTUE OF SUCH FAILURE, BENEFICIARY IS ENTITLED TO RECEIVE FUNDS IN THE AMOUNT OF - - - - - - - ($- - - - - - -).

2. "THE UNDERSIGNED, JODIE E. STAVINOHA HEREBY CERTIFIES TO TEXAS COMMERCE BANK N.A., AS ISSUER OF LETTER OF CREDIT NO. I-404467, DATED MAY 19, 1989, IN THE AMOUNT OF FIFTY ONE THOUSAND FIVE HUNDRED TWENTY FIVE AND NO/100 U.S. DOLLARS ($51,525.00) HAS FAILED TO DELIVER, AT LEAST 30 DAYS PRIOR TO THE CURRENT EXPIRATION DATE OF THIS LETTER OF CREDIT, EITHER A RENEWAL OF THIS LETTER OF CREDIT, OR AN ACCEPTABLE SUBSTITUTE LETTER OF CREDIT. SUCH RENEWAL OR SUBSTITUTE LETTER OF CREDIT EVIDENCING AN EXPIRATION DATE NO EARLIER THAN ONE YEAR FROM THE ISSUANCE DATE OF SUCH RENEWAL OR SUBSTITUTE AND, BY VIRTUE OF SAID NON-DELIVERY, BENEFICIARY IS ENTITLED TO RECEIVE FUNDS EQUAL IN AMOUNT OF THE UNDRAWN BALANCE OF THIS LETTER OF CREDIT, SUCH AMOUNT BEING - - - - - - - - - - - - - - ". NOTWITHSTANDING ANY OTHER PROVISION OF THIS PARAGRAPH, THE EXPIRATION DATE OF THIS LETTER OF CREDIT SHALL NOT BE EXTENDED BEYOND MAY 22, 1992.

PARTIAL DRAWINGS ON THIS LETTER OF CREDIT ARE PERMITTED.

NOTWITHSTANDING ANY REFERENCE IN THIS LETTER OF CREDIT TO OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS TO THIS LETTER OF CREDIT, THIS LETTER OF CREDIT CONTAINS THE ENTIRE AGREEMENT AMONG THE ACCOUNT PARTY, BENEFICIARY AND THE ISSUER HEREUNDER RELATING TO THE OBLIGATIONS OF THE ISSUER HEREUNDER.

ANY DRAFT DRAWN UNDER THIS LETTER OF CREDIT MUST BE MARKED "DRAWN UNDER THE

-CONTINUED-

Authorized Signature

I-404467- -001-L1-01-02-01

Provisions applicable to this credit
This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision.) International Chamber of Commerce Publication No. 400

Texas Commerce Bank

Texas Commerce Bank
NATIONAL ASSOCIATION
INTERNATIONAL BANKING GROUP
P.O. Box 2558, Houston, Texas 77252-2558
717 Travis Street, Houston, Texas 77002-8300 TELEX: 166053 TCB

AS PER ORIGINAL

JUNE 01, 1989
L/C NO.: I-404466
AMENDMENT NO: 1

0038

01877

Advising Bank

********** DIRECT **********

APPLICANT:
SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

Beneficiary

MAIL TO

FORT BEND COUNTY JUDGE JODIE E.
STAVINOHA OR HIS SUCCESSORS IN
OFFICE
RICHMOND, TEXAS 77469

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE-REFERENCED LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

1 - LETTER OF CREDIT NO. I-404466 IS NOW OPERATIVE.

PLEASE DIRECT INQUIRIES REGARDING THIS TRANSACTION TO CUSTOMER SERVICE AT (713) 236-5663 OR (713) 236-5666.

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

RECEIVED
JUN 2 1989
COUNTY JUDGE

Olga Palen
Authorized Signature

I-404466- -003-A1-01-02-01

Provisions applicable to this credit
This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision.) International Chamber of Commerce Publication No. 400

Texas Commerce Bank
NATIONAL ASSOCIATION
INTERNATIONAL BANKING GROUP
P.O. Box 2558, Houston, Texas 77252-2558
717 Travis Street, Houston, Texas 77002-8300 TELEX: 166053 TCB

AS PER ORIGINAL

ISSUE DATE: MAY 19, 1989
L/C NO.: I-404466

0038

01878

Advising Bank

********** DIRECT **********

APPLICANT:
SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

Beneficiary

MAIL TO

FORT BEND COUNTY JUDGE JODIE E.
STAVINOHA OR HIS SUCCESSORS IN
OFFICE
RICHMOND, TEXAS 77469

AMOUNT: USD 89,130.00
(EIGHTY NINE THOUSAND ONE
HUNDRED THIRTY AND 00/100
UNITED STATES DOLLARS)

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR FOR THE ACCOUNT OF SUGARLAND PROPERTIES INCORPORATED, FOR A SUM OR SUMS, NOT TO EXCEED IN THE AGGREGATE, THE AMOUNT OF EIGHTY NINE THOUSAND ONE HUNDRED THIRTY AND NO/100 DOLLARS ($89,130.00), IN U.S. DOLLARS, AVAILABLE BY YOUR DRAFT AT SIGHT DRAWN ON US, TO BE ACCOMPANIED BY AN AFFIDAVIT FROM FORT BEND COUNTY JUDGE JODIE E. STAVINOHA, OR HIS SUCCESSORS IN OFFICE, STATING ONE OF THE FOLLOWING:

1. "THE UNDERSIGNED, JODIE E. STAVINOHA, HEREBY CERTIFIES TO TEXAS COMMERCE BANK N.A. AS THE ISSUER OF LETTER OF CREDIT NO. I-404466 DATED MAY 19, 1989, IN THE AMOUNT OF EIGHTY NINE THOUSAND ONE HUNDRED THIRTY AND NO/100 U.S. DOLLARS ($89,130.00), THAT SUGARLAND PROPERTIES INCORPORATED HAS FAILED TO BUILD AND/OR MAINTAIN ROADS AND OR DRAINAGE FACILITIES WITHIN THE OAKS OF ALCORN-SECTION ONE SUBDIVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF FORT BEND COUNTY, TEXAS PRIOR TO THE ROADS BEING ACCEPTED FOR PERMANENT MAINTENANCE BY FORT BEND COUNTY AND, BY VIRTUE OF SUCH FAILURE, BENEFICIARY IS ENTITLED TO RECEIVE FUNDS IN THE AMOUNT OF - - - - - - - - ($- - - - - - - -).

2. "THE UNDERSIGNED, JODIE E. STAVINOHA HEREBY CERTIFIES TO TEXAS COMMERCE BANK N.A., AS ISSUER OF LETTER OF CREDIT NO. I-404466, DATED MAY 19, 1989, IN THE AMOUNT OF EIGHTY NINE THOUSAND ONE HUNDRED THIRTY AND NO/100 U.S. DOLLARS ($89,130.00) HAS FAILED TO DELIVER, AT LEAST 30 DAYS PRIOR TO THE CURRENT EXPIRATION DATE OF THIS LETTER OF CREDIT, EITHER A RENEWAL OF THIS LETTER OF CREDIT, OR AN ACCEPTABLE SUBSTITUTE LETTER OF CREDIT. SUCH RENEWAL OR SUBSTITUTE LETTER OF CREDIT EVIDENCING AN EXPIRATION DATE NO EARLIER THAN ONE YEAR FROM THE ISSUANCE DATE OF SUCH RENEWAL OR SUBSTITUTE AND, BY VIRTUE OF SAID NON-DELIVERY, BENEFICIARY IS ENTITLED TO RECEIVE FUNDS EQUAL IN AMOUNT OF THE UNDRAWN BALANCE OF THIS LETTER OF CREDIT, SUCH AMOUNT BEING - - - - - - - - - - - - - - ". NOTWITHSTANDING ANY OTHER PROVISION OF THIS PARAGRAPH, THE EXPIRATION DATE OF THIS LETTER OF CREDIT SHALL NOT BE EXTENDED BEYOND MAY 22, 1992.

PARTIAL DRAWINGS ON THIS LETTER OF CREDIT ARE PERMITTED.

NOTWITHSTANDING ANY REFERENCE IN THIS LETTER OF CREDIT TO OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS TO THIS LETTER OF CREDIT, THIS LETTER OF CREDIT CONTAINS THE ENTIRE AGREEMENT AMONG THE ACCOUNT PARTY, BENEFICIARY AND THE ISSUER HEREUNDER RELATING TO THE OBLIGATIONS OF THE ISSUER HEREUNDER.

-CONTINUED-

Authorized Signature

I-404466- -001-L1-01-02-01

Provisions applicable to this credit
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Texas Commerce Bank

Texas Commerce Bank
NATIONAL ASSOCIATION
INTERNATIONAL BANKING GROUP
P.O. Box 2558, Houston, Texas 77252-2558
717 Travis Street, Houston, Texas 77002-8300 TELEX: 166053 TCB

AS PER ORIGINAL

ISSUE DATE: MAY 19, 1989
L/C NO.: I-404528

0038
01879

Advising Bank

********** DIRECT **********

APPLICANT:
SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

Beneficiary

MAIL TO

FORT BEND COUNTY JUDGE JODIE E.
STAVINOHA OR HIS SUCCESSORS IN
OFFICE
RICHMOND, TEXAS 77469

AMOUNT: USD 17,900.00
(SEVENTEEN THOUSAND NINE
HUNDRED AND 00/100 UNITED
STATES DOLLARS)

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR FOR THE ACCOUNT OF SUGARLAND PROPERTIES INCORPORATED, FOR A SUM OR SUMS, NOT TO EXCEED IN THE AGGREGATE, THE AMOUNT OF SEVENTEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($17,900.00), IN U.S. DOLLARS, AVAILABLE BY YOUR DRAFT AT SIGHT DRAWN ON US, TO BE ACCOMPANIED BY AN AFFIDAVIT FROM FORT BEND COUNTY JUDGE JODIE E. STAVINOHA, OR HIS SUCCESSORS IN OFFICE, STATING ONE OF THE FOLLOWING:

1. "THE UNDERSIGNED, JODIE E. STAVINOHA, HEREBY CERTIFIES TO TEXAS COMMERCE BANK N.A. AS THE ISSUER OF LETTER OF CREDIT NO. I-404528 DATED MAY 19, 1989, IN THE AMOUNT OF SEVENTEEN THOUSAND NINE HUNDRED AND NO/100 U.S. DOLLARS ($17,900.00), THAT SUGARLAND PROPERTIES INCORPORATED HAS FAILED TO BUILD AND/OR MAINTAIN ROADS AND OR DRAINAGE FACILITIES WITHIN OLD MILL PARK-COMMERCIAL DEVELOPMENT, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF FORT BEND COUNTY, TEXAS PRIOR TO THE ROADS BEING ACCEPTED FOR PERMANENT MAINTENANCE BY FORT BEND COUNTY AND, BY VIRTUE OF SUCH FAILURE, BENEFICIARY IS ENTITLED TO RECEIVE FUNDS IN THE AMOUNT OF - - - - - - - ($- - - - - - - -).

2. "THE UNDERSIGNED, JODIE E. STAVINOHA HEREBY CERTIFIES TO TEXAS COMMERCE BANK N.A., AS ISSUER OF LETTER OF CREDIT NO. I-404528, DATED MAY 19, 1989, IN THE AMOUNT OF SEVENTEEN THOUSAND NINE HUNDRED AND NO/100 U.S. DOLLARS ($17,900.00) HAS FAILED TO DELIVER, AT LEAST 30 DAYS PRIOR TO THE CURRENT EXPIRATION DATE OF THIS LETTER OF CREDIT, EITHER A RENEWAL OF THIS LETTER OF CREDIT, OR AN ACCEPTABLE SUBSTITUTE LETTER OF CREDIT. SUCH RENEWAL OR SUBSTITUTE LETTER OF CREDIT EVIDENCING AN EXPIRATION DATE NO EARLIER THAN ONE YEAR FROM THE ISSUANCE DATE OF SUCH RENEWAL OR SUBSTITUTE AND, BY VIRTUE OF SAID NON-DELIVERY, BENEFICIARY IS ENTITLED TO RECEIVE FUNDS EQUAL IN AMOUNT OF THE UNDRAWN BALANCE OF THIS LETTER OF CREDIT, SUCH AMOUNT BEING - - - - - - - - - - - - - - - ". NOTHWITHSTANDING ANY OTHER PROVISION OF THIS PARAGRAPH, THE EXPIRATION DATE OF THIS LETTER OF CREDIT SHALL NOT BE EXTENDED BEYOND MAY 22, 1992.

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ANY DRAFT DRAWN UNDER THIS LETTER OF CREDIT MUST BE MARKED "DRAWN UNDER THE

-CONTINUED-

I-404528- -001-L1-01-02-01

Authorized Signature

Provisions applicable to this credit
This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision.) International Chamber of Commerce Publication No. 400

34
0038

01880

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

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM Stouffer & Double Tree Hotels

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

AMOUNT RECEIVED 240.00 CASH _____ CHECK # Various

DESCRIPTION:
Reimbursement for cancelled reservations for conferences in Austin

Approved 6/5/89

TEMP. EMERGENCY RELIEF PROGRAM	04		51
DA U R E S A FUND	05	CVCF	52
DA BAD CK COLLECTION FEE ACCT	06	APPELLATE JUDICIAL SYS.	54
ENTEX CONTRIBUTION FUND	07	CENTRAL STORE	55
ROAD AND BRIDGE	08	CTHSE IMPROV CERT OF OBLIG	56
ROAD AND BRIDGE PCT. #1	0801	LTD TAX JAIL BDS SERIES '79	58
ROAD AND BRIDGE PCT. #2	0802	ANNEX CERT. OF OBLIG.	59
ROAD AND BRIDGE PCT. #3	0803	UTRB SERIES 62-66	60
ROAD AND BRIDGE PCT. #4	0804	FLOOD CONTROL/WATER SUPPLY	61
H.L.& P. ASSISTANCE FUND	09	ON—SITE WASTE WATER TRTMT.	65
GENERAL	10 240.00	JUDICIAL/COURT TRAINING	66
FARM TO MARKET AND LATERAL RD.	12	LEOSE MGMT. INSTITUTION	67
LATERAL ROAD	14	CJPF	68
BAIL BOND SECURITIES FUND	15	JUVENILE PROB. DIVERSION FD.	70
COUNTY LAW LIBRARY	16	DEPT. OF PUBLIC SAFETY FEE FD	72
LAW ENFORCEMENT ACADEMY FUND	18	VOTER REGISTRATION FUND	74
UPPER OYSTER CREEK	20	JUVENILE PROB. SPECIAL FD.	76
CAPITAL IMPROVEMENTS	21	FBC TAX COLLECTORS FUND	78
LOWER OYSTER CREEK FUND	25	LEOSE	82
TARA ROAD FUND PCT. 1	27	OPERATORS/CHAUFFEURS	84
ABULANCE PARAMEDICS	28	FBC DRG DIST DRY CRK BRIDGE FD	94
D A SUPPLEMENTAL SALARY	30	FBC JUVENILE PROBATION	96
MARY E. GRILLO MEMORIAL FUND	31	ADULT PROB. I.S.P.	97
LIBRARY DONATION ACCOUNT	32	INSURANCE ESCROW	98
DRAINAGE DISTRICT MAINT. AVAIL	34	FBC DISTRICT ADULT PROBATION	99
MISSION WEST PARK PCT. #3	36		
COURTHOUSE ANNEX BLDG.	38		
GRAND MISSION CROSSING	39		
MARJORIE BAILEY MEMORIAL	41		
NARCOTICS FUND	42		
BRIDGE IMPROVEMENT FUND	43		
REVENUE SHARING	44	EMPLOYEES BENEFIT ACCT.	40
PRIMARY ELECTION	46		
D.W.I. VIDEO FEE FUND	47	FIFTH STREET PROJECT ACCT.	48
PROBATE/COURT TRAINING FUND	49		
		FBC PAYROLL FUND	50

RICHMOND, TEXAS 4/12, 19 89

I have received from the above named person the sum of

Two Hundred Forty Dollars & No Cents---------- Dollars $ 240.00

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

№ 12009

Kathy Hynson
COUNTY TREASURER

By Gloria Gutierrez
DEPUTY TREASURER

Treasurer Copy - White
Auditor Copy - Canary
Customer Copy - Pink

0038

01881

006574

DOUBLETREE

INVOICE#	CASH	DISCOUNT	INVOICE#	CASH	DISCOUNT
REFUND	110.00				

CHECK#-006574 TOTAL CASH- 110.00 TOTAL DISCOUNT-

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

006574

DOUBLETREE

DT MANAGEMENT INC.
ITF ALEX BROWN AND CO.
6505 IH 35 NORTH
AUSTIN, TX.78752

TEXAS COMMERCE BANK
Austin, Texas

88-2117
1149

VOID

VENDOR NO.	DATE
901749	4/06/89

AMOUNT
*******110.00

PAY *******110 DOLLARS 00 CENTS

TO THE ORDER OF
WILLIAM THOMAS
PO BOX 326
RICHMOND TX 77469

DOUBLETREE
MANAGERS ACCOUNT

AUTHORIZED SIGNATURES

⑈006574⑈ ⑆114921172⑆ 1209 1502⑈

0038

01882

STOUFFER AUSTIN HOTEL
9721 ARBORETUM BOULEVARD • AUSTIN, TEXAS 78759
(512) 343-2626

STOUFFER AUSTIN HOTEL

025094

Date	Reference		Amount	Deductions	Balance
03/31/89	30208	00033189	130.00	.00	130.00
	RE :- RICHARD SELLEH / RESERVATION				
				CHECK TOTAL	130.00

Please detach check before depositing.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

STOUFFER HOTELS

STOUFFER AUSTIN HOTEL
9721 ARBORETUM BOULEVARD • AUSTIN, TEXAS 78759
(512) 343-2626

SOCIETY BANK OF THE FIRELANDS
VERMILION, OHIO

VOID AFTER 60 DAYS

025094

CHECK DATE 04/06/89
CHECK NUMBER 25094

AMOUNT
$********130.00

ONE HUNDRED THIRTY DOLLARS AND 00/100 CENTS

TO THE ORDER OF
FORT BEND COUNTY
P.O. BOX 326
RICHMOND TX 77469

OPERATING ACCOUNT

By

By

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈025094⑈ ⑆041207040⑆07⑈000⑈ 1191⑈

0038

01883

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

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM Richard Selleh/Pernonell

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

AMOUNT RECEIVED 80.00 CASH _____ CHECK # u232390

DESCRIPTION: RX STate Comptroller---Reimbursement on cancelled reservation

TEMP. EMERGENCY RELIEF PROGRAM	04			51	
DA U R E S A FUND	05		CVCF	52	
DA BAD CK COLLECTION FEE ACCT	06		APPELLATE JUDICIAL SYS.	54	
ENTEX CONTRIBUTION FUND	07		CENTRAL STORE	55	
ROAD AND BRIDGE	08		CTHSE IMPROV CERT OF OBLIG	56	
ROAD AND BRIDGE PCT. #1	0801		LTD TAX JAIL BDS SERIES '79	58	
ROAD AND BRIDGE PCT. #2	0802		ANNEX CERT. OF OBLIG.	59	
ROAD AND BRIDGE PCT. #3	0803		UTRB SERIES 62-66	60	
ROAD AND BRIDGE PCT. #4	0804		FLOOD CONTROL/WATER SUPPLY	61	
H.L.& P. ASSISTANCE FUND	09		ON—SITE WASTE WATER TRTMT.	65	
GENERAL	10	80.00	JUDICIAL/COURT TRAINING	66	
FARM TO MARKET AND LATERAL RD.	12		LEOSE MGMT. INSTITUTION	67	
LATERAL ROAD	14		CJPF	68	
BAIL BOND SECURITIES FUND	15		JUVENILE PROB. DIVERSION FD.	70	
COUNTY LAW LIBRARY	16		DEPT. OF PUBLIC SAFETY FEE FD	72	
LAW ENFORCEMENT ACADEMY FUND	18		VOTER REGISTRATION FUND	74	
UPPER OYSTER CREEK	20		JUVENILE PROB. SPECIAL FD.	76	
CAPITAL IMPROVEMENTS	21		FBC TAX COLLECTORS FUND	78	
LOWER OYSTER CREEK FUND	25		LEOSE	82	
TARA ROAD FUND PCT. 1	27		OPERATORS/CHAUFFEURS	84	
ABULANCE PARAMEDICS	28		FBC DRG DIST DRY CRK BRIDGE FD	94	
D A SUPPLEMENTAL SALARY	30		FBC JUVENILE PROBATION	96	
MARY E. GRILLO MEMORIAL FUND	31		ADULT PROB. I.S.P.	97	
LIBRARY DONATION ACCOUNT	32		INSURANCE ESCROW	98	
DRAINAGE DISTRICT MAINT. AVAIL	34		FBC DISTRICT ADULT PROBATION	99	
MISSION WEST PARK PCT. #3	36				
COURTHOUSE ANNEX BLDG.	38				
GRAND MISSION CROSSING	39				
MARJORIE BAILEY MEMORIAL	41				
NARCOTICS FUND	42				
BRIDGE IMPROVEMENT FUND	43				
REVENUE SHARING	44		EMPLOYEES BENEFIT ACCT.	40	
PRIMARY ELECTION	46				
D.W.I. VIDEO FEE FUND	47		FIFTH STREET PROJECT ACCT.	48	
PROBATE/COURT TRAINING FUND	49				
			FBC PAYROLL FUND	50	

RICHMOND, TEXAS 5/30, 19 89

I have received from the above named person the sum of

Eighty Dollars Dollars $ 80.00

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

№ 18411

Kathy Hynson
COUNTY TREASURER

By Diana Gutierrez
DEPUTY TREASURER

Treasurer Copy - White
Auditor Copy - Canary
Customer Copy - Pink

0038
01884

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

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM Personnel Director

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

AMOUNT RECEIVED 180.00 CASH _____ CHECK # 0844049

DESCRIPTION: ~~XXXXXX~~ Conference that was cancelled

TEMP. EMERGENCY RELIEF PROGRAM	04		51
DA U R E S A FUND	05	CVCF	52
DA BAD CK COLLECTION FEE ACCT	06	APPELLATE JUDICIAL SYS.	54
ENTEX CONTRIBUTION FUND	07	CENTRAL STORE	55
ROAD AND BRIDGE	08	CTHSE IMPROV CERT OF OBLIG	56
ROAD AND BRIDGE PCT. #1	0801	LTD TAX JAIL BDS SERIES '79	58
ROAD AND BRIDGE PCT. #2	0802	ANNEX CERT. OF OBLIG.	59
ROAD AND BRIDGE PCT. #3	0803	UTRB SERIES 62-66	60
ROAD AND BRIDGE PCT. #4	0804	FLOOD CONTROL/WATER SUPPLY	61
H.L.& P. ASSISTANCE FUND	09	ON—SITE WASTE WATER TRTMT.	65
GENERAL	10 180.00	JUDICIAL/COURT TRAINING	66
FARM TO MARKET AND LATERAL RD.	12	LEOSE MGMT. INSTITUTION	67
LATERAL ROAD	14	CJPF	68
BAIL BOND SECURITIES FUND	15	JUVENILE PROB. DIVERSION FD.	70
COUNTY LAW LIBRARY	16	DEPT. OF PUBLIC SAFETY FEE FD	72
LAW ENFORCEMENT ACADEMY FUND	18	VOTER REGISTRATION FUND	74
UPPER OYSTER CREEK	20	JUVENILE PROB. SPECIAL FD.	76
CAPITAL IMPROVEMENTS	21	FBC TAX COLLECTORS FUND	78
LOWER OYSTER CREEK FUND	25	LEOSE	82
TARA ROAD FUND PCT. 1	27	OPERATORS/CHAUFFEURS	84
ABULANCE PARAMEDICS	28	FBC DRG DIST DRY CRK BRIDGE FD	94
D A SUPPLEMENTAL SALARY	30	FBC JUVENILE PROBATION	96
MARY E. GRILLO MEMORIAL FUND	31	ADULT PROB. I.S.P.	97
LIBRARY DONATION ACCOUNT	32	INSURANCE ESCROW	98
DRAINAGE DISTRICT MAINT. AVAIL	34	FBC DISTRICT ADULT PROBATION	99
MISSION WEST PARK PCT. #3	36		
COURTHOUSE ANNEX BLDG.	38		
GRAND MISSION CROSSING	39		
MARJORIE BAILEY MEMORIAL	41		
NARCOTICS FUND	42		
BRIDGE IMPROVEMENT FUND	43		
REVENUE SHARING	44	EMPLOYEES BENEFIT ACCT.	40
PRIMARY ELECTION	46		
D.W.I. VIDEO FEE FUND	47	FIFTH STREET PROJECT ACCT.	48
PROBATE/COURT TRAINING FUND	49		
		FBC PAYROLL FUND	50

RICHMOND, TEXAS 5/15, 19 89

I have received from the above named person the sum of

One hundred Eighty Dollars---------- Dollars $ 180.00

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

№ 18204

Kathy Hynson
COUNTY TREASURER

By Diana Gutierrez
DEPUTY TREASURER

Treasurer Copy - White
Auditor Copy - Canary
Customer Copy - Pink

Sandy

0038

01885

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

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM DoubleTree

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

AMOUNT RECEIVED 110.00 CASH _____ CHECK # 007097

DESCRIPTION: Cancelation of reservations for seminar

TEMP. EMERGENCY RELIEF PROGRAM	04			51
DA U R E S A FUND	05		CVCF	52
DA BAD CK COLLECTION FEE ACCT	06		APPELLATE JUDICIAL SYS.	54
ENTEX CONTRIBUTION FUND	07		CENTRAL STORE	55
ROAD AND BRIDGE	08		CTHSE IMPROV CERT OF OBLIG	56
ROAD AND BRIDGE PCT. #1	0801		LTD TAX JAIL BDS SERIES '79	58
ROAD AND BRIDGE PCT. #2	0802		ANNEX CERT. OF OBLIG.	59
ROAD AND BRIDGE PCT. #3	0803		UTRB SERIES 62-66	60
ROAD AND BRIDGE PCT. #4	0804		FLOOD CONTROL/WATER SUPPLY	61
H.L.& P. ASSISTANCE FUND	09		ON--SITE WASTE WATER TRTMT.	65
GENERAL	10	110.00	JUDICIAL/COURT TRAINING	66
FARM TO MARKET AND LATERAL RD.	12		LEOSE MGMT. INSTITUTION	67
LATERAL ROAD	14		CJPF	68
BAIL BOND SECURITIES FUND	15		JUVENILE PROB. DIVERSION FD.	70
COUNTY LAW LIBRARY	16		DEPT. OF PUBLIC SAFETY FEE FD	72
LAW ENFORCEMENT ACADEMY FUND	18		VOTER REGISTRATION FUND	74
UPPER OYSTER CREEK	20		JUVENILE PROB. SPECIAL FD.	76
CAPITAL IMPROVEMENTS	21		FBC TAX COLLECTORS FUND	78
LOWER OYSTER CREEK FUND	25		LEOSE	82
TARA ROAD FUND PCT. 1	27		OPERATORS/CHAUFFEURS	84
ABULANCE PARAMEDICS	28		FBC DRG DIST DRY CRK BRIDGE FD	94
D A SUPPLEMENTAL SALARY	30		FBC JUVENILE PROBATION	96
MARY E. GRILLO MEMORIAL FUND	31		ADULT PROB. I.S.P.	97
LIBRARY DONATION ACCOUNT	32		INSURANCE ESCROW	98
DRAINAGE DISTRICT MAINT. AVAIL	34		FBC DISTRICT ADULT PROBATION	99
MISSION WEST PARK PCT. #3	36			
COURTHOUSE ANNEX BLDG.	38			
GRAND MISSION CROSSING	39			
MARJORIE BAILEY MEMORIAL	41			
NARCOTICS FUND	42			
BRIDGE IMPROVEMENT FUND	43			
REVENUE SHARING	44		EMPLOYEES BENEFIT ACCT.	40
PRIMARY ELECTION	46			
D.W.I. VIDEO FEE FUND	47		FIFTH STREET PROJECT ACCT.	48
PROBATE/COURT TRAINING FUND	49			
			FBC PAYROLL FUND	50

RICHMOND, TEXAS 5/19, 19 89

I have received from the above named person the sum of

One hundred Ten dollars---------- Dollars $ 110.00

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

№ 18247

Kathy Hynson
COUNTY TREASURER

By Diana Gutierrez
DEPUTY TREASURER

Treasurer Copy - White
Auditor Copy - Canary
Customer Copy - Pink

35. CONSIDER REQUEST FROM ENGINEERING DEPT. FOR AUCTION VEHICLE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to cancel request.

36. ADVERTISE FOR BIDS FOR MOSQUITO-CONTROL MACHINE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for two or more mosquito-control machines.

37. TAKE ACTION ON THE FOLLOWING BIDS: (1) SHELVING FOR LAW LIBRARY (#89-053); (2) ROAD MATERIALS, EARTHEN (#89-057); (3) ROAD MATERIALS, CHEMICAL (#89-058):

Take action on shelving for Law Library:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to NB BUSINESS SYSTEMS for Law Library shelving in the amount of $8,305.33. (Recorded in minutes in full)

Take action on road materials, earthen:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to all vendors based on price, availability and material meeting specs at time of order. (Recorded in minutes in full)

Take action on road materials, chemical:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to all vendors based on price, availability and material meeting specs at time of order. (Recorded in minutes in full)

38. DISCUSS SUBMITTING TO THE STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION A PRIORITY LIST OF NEW PROJECTS ON FARM-TO-MARKET ROADS:

Commissioners Court to submit three FM road projects prior to June 30.

39. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS (RIGHTS-OF-WAY), AND PERSONNEL MATTERS (PERFORMANCE REVIEWS FOR DEPT. HEADS), AS AUTHORIZED BY ART. 6251-17, SEC. 2 (F&G), VTCS, AND CONSIDER TAKING ACTION:

Met in Closed Session.

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize Right-of-Way Agent, A.J. Noto, to seek appraisals on Fairchild Creek Lateral (2B10G1 Ditch).

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept temporary easement (for drainage purpose) from HL&P along Old SP.R.R. from FM442 north to Kanak Road. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize George Beran, Building Maintenance Supervisor to receive merit increase from grade 14, step 8 to grade 14, step 9.

PURCHASE AND INSTALLATION OF SHELVING FOR THE FORT BEND COUNTY LAW LIBRARY
BID #89-053

COMPANY	BID PRICE	DELIVERY/INSTALLATION COMPLETED WITHIN
~~BC INVENTAR, INC.~~ ~~1412 E. NORTH BELT #120~~ ~~HOUSTON, TX 77032~~	~~$ 7,096.80~~ Bid withdrawn - See attached letter	~~60 CALENDAR DAYS~~ 5-31-89
NB BUSINESS SYSTEMS, INC. 10607 STEBBIN CIRCLE HOUSTON, TX 77043	$ 8,305.33	75 CALENDAR DAYS
HAUSLER CONSTRUCTION CO. P.O. BOX 27 WALLIS, TX 77485	$ 8,445.00	60 CALENDAR DAYS
TALON SALES, INC. 2741 SATSUMA #102 DALLAS, TX 75229	$12,366.00	90-100 CALENDAR DAYS
LIBRARY INTERIORS, INC. P.O. BOX 124 BASTROP, TX 78602	$14,157.05	75 CALENDAR DAYS
COEN FURNITURE, INC. 8768 WESTPARK HOUSTON, TX 77063	$16,759.00	45 CALENDAR DAYS

Bid 89-053

0038
01888

BCI

May 17, 1989

Gilbert Jalomo
Purchasing Agent
Fort Bend County
P.O. Box 368
Richmond, TX 77469

Mr. Jalomo:

In response to our conversation this morning, I am enclosing product literature and a copy of your Bid Invitation. Please note: 1) As specified, no literature was to be included with bid; 2) The shelving I have proposed does exceed your specifications, although being an alternate.

I respect your desire to have only wood shelving and my only intent was to offer an alternative for consideration. I therefore withdraw my bid as requested.

Sincerely,
BC Inventar, Inc.

Ladye J. Stone

Ladye Jane Stone
National Sales Director, Library Steel Stacks

LJS/ms

encl.

BC Inventar, Inc.
The Danish Library Design Bureau
Library Steel Stacks
Daniture

1412 E. North Belt, # 120
Houston, Texas 77032
Phone: (713) 442-4334
Telefax: (713) 442-3432

Complete Library Planning
Manufacturer of Technical Furniture and
Modular Shelving Systems
Production/Supply of Library Accessories

0038
01889

37/2

FORT BEND COUNTY

ROAD MATERIALS EARTHEN TYPE BID #89-057

1 JULY 1989
THRU
30 JUNE 1990

0038
01890

ITEM		PAGE NUMBER
	COMPANY NAME, CONTACT PERSON, TELEPHONE NUMBER	2
#1	ASPHALT STABILIZED BASE: THD #292, BLACK BASE	3
#2A	CEMENT STABILIZED BASE: THD #274 GYPSUM AGGREGATE CALCIUM SULFATE DIHYDRATE 6% CEMENT MINIMUM	4
#2B	CEMENT STABILIZED BASE: THD #274 LIGHTWEIGHT AGGREGATE 5% CEMENT MINIMUM	5
#3	CEMENT STABILIZED BEDDING MATERIAL: 50% CALCIUM SULFATE, 43% BANK SAND, 7% PORTLAND CEMENT MINIMUM	6
#4	CEMENT STABILIZED GRAVEL BASE: THD #274 3% CEMENT MINIMUM, PUGMILL MIXED	7
#5	CEMENT STABILIZED SAND: 1 SACK, PUGMILL MIXED	8
#6	COLDMIX LIGHTWEIGHT ASPHALT PAVEMENT, CLASS A: THD #330	9
#7	COLDMIX LIGHTWEIGHT ASPHALT PAVEMENT, TYPE D: THD #330	10
#8A	COLDMIX LIMESTONE ROCK ASPHALT PAVEMENT, CLASS A: THD #330 TYPE A	11
#8B	COLDMIX LIMESTONE ROCK ASPHALT PAVEMENT, CLASS A: THD #330 TYPE "C" OR "CC"	12
#8C	COLDMIX LIMESTONE ROCK ASPHALT PAVEMENT, CLASS A: THD #330 TYPE D	13
#9	DRYSTONE COVERSTONE (LIGHTWEIGHT): THD #303	14
#10A	FLEXIBLE BASE: THD #249 TYPE A - LIMESTONE SCREENING	15
#10B	FLEXIBLE BASE: THD #249 TYPE A - GRADE 2	16
#10C	FLEXIBLE BASE: THD #249 TYPE B - GRADE 2	17
#10D	FLEXIBLE BASE: THD #249 TYPE C - GRADE 2	18
#10E	FLEXIBLE BASE: THD #249 LIGHTWEIGHT AGGREGATE CLASS 1	19
#11	FLEXIBLE BASE: THD #248 TYPE A - GRADE 1 CRUSHED CONCRETE	20
#12	FLEXIBLE BASE - LIMESTONE: GEORGETOWN VARIETY COMPACTED 95% IN PLACE	21
#13	GRAVEL BASE MATERIAL: PIT RUN	22
#14	GRAVEL, RIVER WASHED, 5/8" DIAMETER MAXIMUM	23
#15A	HOT MIX ASPHALTIC CONCRETE PAVEMENT: THD #340 TYPE D	24
#15B	HOT MIX ASPHALTIC CONCRETE PAVEMENT: THD #340 TYPE D LIGHTWEIGHT	25
#15C	HOT MIX ASPHALTIC CONCRETE PAVEMENT: THD #340 TYPE D MODIFIED	26
#15D	HOT MIX ASPHALTIC CONCRETE PAVEMENT: THD #340 TYPE D MODIFIED LIGHTWEIGHT	27
#16A	HOT MIX COLD LAID, ASPHALTIC CONCRETE PAVEMENT: THD #350 TYPE D	28
#16B	HOT MIX COLD LAID, ASPHALTIC CONCRETE PAVEMENT: THD #350 LIGHTWEIGHT AGGREGATE	29
#17	LIGHTWEIGHT, PRECOATED, GRADE 4 COVER MATERIAL: THD #303.3	30
#18	LIMESTONE BASE MATERIAL: DAMON VARIETY	31
#19	LIMESTONE BASE MATERIAL: GEORGETOWN VARIETY	32
#20	3% LIME STABILIZED LIMESTONE: PUGMILL MIXED	33
#21	3% LIME STABILIZED BASE MATERIAL TYPE B: THD #249 PUGMILL MIXED	34
#22	PRECOATED COVERSTONE PB-3 OR PB-4 & PB-5	35 - 36
#23	RECYCLED ASPHALT, SCREENED, 3" DIAMETER MAXIMUM	37
#24A	ROCK ASPHALT PRECOATED AGGREGATE: THD #304 TYPE PE #2 AND #3	38
#24B	ROCK ASPHALT PRECOATED AGGREGATE: THD #304 TYPE PE #4	39
#25	SEAL COAT - APPLICATION ONLY: THD #316	40
#26	SURFACE TREATMENT, ONE COURSE APPLICATION ONLY: THD #320	41
#27	SURFACE TREATMENT, TWO COURSE APPLICATION ONLY: THD #322	42
#28	TYPE A HYDRATED LIME: THD #264, 09.0% CA (OH) 2 MINIMUM DELIVERED IN CLOSED TANKERS	43
#29	SPECIFICATION PIT RUN GRAVEL AGGREGATE	44

0038
01891

COMPANY NAME	CONTACT PERSON	TELEPHONE NO.
AMERICAN MATERIALS, INC.	JERRY L. BERRY	(713) 499-1551
ANGLETON ASPHALT CORPORATION	MARVIN MEIER	(409) 849-4391
AUSTIN WHITE LIME COMPANT	A.E. CORNWELL	(800) 553-5463
BASE MATERIALS	BILL BEETS	(713) 578-1055
BRAZOS CONSTRUCTION MATERIALS	DUNBAR CHAMBERS	(713) 688-9231
CAGLE CRUSHED CONCRETE, INC.	ROB CAGLE	(713) 896-9340
CRUSHED STONE BASE, INC.	BOB CAMPBELL	(713) 431-2511
DAMON QUARRY, INC.	JOHN DUKE	(713) 342-7098
DRAVO BASIC MATERIALS COMPANY, INC.	DICK GAGE	(713) 672-9441
JONES G. FINKE, INC.	LAWRENCE KAINER	(713) 498-2822
KING CONSTRUCTION MATERIALS CO., INC.	JAMES G. KING	(409) 478-6583
LEBLANC'S CONCRETE & MORTAR SAND	DUDLEY J. LEBLANC	(713) 342-8941
M & M GRAVEL SALES, INC.	GARY D. REESE	(409) 543-3791
MIKE ARNOLD TRUCKING AND MATERIALS, INC.	MIKE ARNOLD	(409) 732-6275
PRIHODA GRAVEL CO.	ANTHONY PRIHODA	(409) 234-5124
SOUTHWEST ASPHALT MATERIALS	LAWRENCE KAINER	(713) 498-2822
SOUTHWESTERN TESTING SERVICES, INC.	WILTON E. STALLMAN	(409) 732-5709
TEXAS INDUSTRIES, INC.	TIMOTHY COUNTS	(713) 785-3330
TEXAS LUMBER AND CONSTRUCTION COMPANY	R.M. DVORAK	(409) 732-2063
WHITES MINES DIVISION - VULCAN MATERIALS COMPANY	GARY EAGLE	(512) 349-3311
ZBRANEK BROTHERS	CLARENCE ZBRANEK	(409) 758-3389

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #1 - ASPHALT STABILIZED BASE: THD #292, BLACK BASE

BID #89-057

BID PRICE PER TON DELIVERED

0035 01892

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$18.95	$26.30	NO BID	$23.10	$21.70	$22.35				
CRABB	$19.75	$28.40	NO BID	$26.95	$19.80	$21.65				
FULSHEAR	$20.25	$29.60	NO BID	$25.95	$20.20	$21.00				
NEEDVILLE	$18.75	$27.40	NO BID	$29.95	$20.10	$22.75				
RICHMOND	$18.75	$28.95	NO BID	$28.95	$19.60	$21.85				
SUGAR LAND	$18.25	$27.75	NO BID	$23.10	$20.60	$20.65				
PLANT/PIT/SIDING	$16.50	$23.00	$18.00	$19.00	$18.50	$18.65				

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. AMERICAN MATERIALS
MISSOURI CITY
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. ANGLETON ASPHALT
ANGLETON.
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

3. CRUSHED STONE BASE
ARCOLA
$1.10 FIRST MILE + $0.10
EACH ADDITIONAL MILE

4. DRAVO BASIC MATERIALS
GALENA PARK & FM 529 HOUSTON
NOT STATED

5. JONES FINKE
SEALY OR ROSENBERG
$1.10 FIRST MILE + $0.10
EACH ADDITIONAL MILE

6. SOUTHWEST ASPHALT
CLODINE
$1.10 FIRST MILE + $0.10
EACH ADDITIONAL MILE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

#2A - CEMENT STABILIZED BASE: THD #274 GYPSUM AGGREGATE
ITEM: CALCIUM SULFATE DIHYDRATE 6% CEMENT MINIMUM.

BID # 89-057

BID PRICE PER TON DELIVERED

00035 01893

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO					NO BIDS RECEIVED					
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #2B - CEMENT STABILIZED BASE: THD #274 LIGHTWEIGHT AGGREGATE 5% CEMENT MINIMUM.

BID #89-057

BID PRICE PER TON DELIVERED

0038 0189.1

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO					NO BIDS RECEIVED					
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

#3 - CEMENT STABILIZED BEDDING MATERIAL: 50% CALCIUM
ITEM: SULFATE, 43% BANK SAND, 7% PORTLAND CEMENT MINIMUM.

BID # 89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO 0038 01895					NO BIDS RECEIVED					
CRAEB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #4 - CEMENT STABILIZED GRAVEL BASE: THD #274 3% CEMENT MINIMUM, PUGMILL MIXED.

BID # 89-057

BID PRICE PER TON DELIVERED

0038 01895

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$12.90	*$14.70	*$13.70	$14.60	$13.74					
CRABB	$13.00	*$15.95	*$14.90	$17.90	$12.45					
FULSHEAR	$15.00	*$15.60	*$14.70	$16.85	$12.85					
NEEDVILLE	$13.00	*$18.00	*$16.20	$20.50	$12.55					
RICHMOND	$13.45	*$15.85	*$14.80	$19.00	$12.25					
SUGAR LAND	$13.75	*$15.00	*$14.00	$14.60	$12.55					
PLANT/PIT/SIDING	$10.25	$10.00	$10.00	$11.00	$10.65					

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. ANGLETON ASPHALT
BRAZORIA COUNTY ROAD 39
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. CAGLE CRUSHED CONCRETE
BRITTMORE RD., HOUSTON
$0.189 FIRST MILE + $0.125
EACH ADDITIONAL MILE
BOBTAIL 12-14 TON LOAD

3. CAGLE CRUSHED CONCRETE
BRITTMORE RD., HOUSTON
$0.165 FIRST MILE + $0.10
EACH ADDITIONAL MILE
TRAILER 22-25 TON LOAD

4. DRAVO BASIC MATERIALS
GALENA PARK & FM529 HOUSTON
NOT STATED

5. JONES FINKE
SEALY OR ROSENBERG
$1.00 FIRST MILE + $0.10
EACH ADDITIONAL MILE

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*NOTE: CAGLE CRUSHED CONRETE IS BIDDING 3% CEMENT STABILIZED CRUSHED CONCRETE AGGREGATE AND SAND

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #5 - CEMENT STABILIZED SAND: 1 SACK, PUGMILL MIXED.

BID #89-057

BID PRICE PER TON DELIVERED

0035 018997

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$10.65	$13.10	$11.19							
CRABB	$10.75	$16.40	$ 9.80							
FULSHEAR	$12.75	$15.35	$10.30							
NEEDVILLE	$10.80	$19.00	$10.00							
RICHMOND	$11.20	$17.50	$ 9.70							
SUGAR LAND	$11.55	$13.10	$10.00							
PLANT/PIT/SIDING	$ 9.00	$ 9.50	$ 8.00							

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. ANGLETON ASPHALT
BRAZORIA COUNTY ROAD 39
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

add for $1.35 add'l 1/2 sack cement

2. DRAVO BASIC MATERIALS
GALENA PARK & FM529 HOUSTON
NOT STATED
ADD $1.50 FOR ADDITIONAL ½ SACK CEMENT.

3. JONES FINKE
SEALY OR ROSENBERG
$1.00 FIRST MILE + $0.10
EACH ADDITIONAL MILE.
ADD $1.10 FOR ADDITIONAL ½ SACK CEMENT

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #6 - COLDMIX LIGHTWEIGHT ASPHALT PAVEMENT, CLASS A: THD #330

BID #89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO 0038 0189					NO BIDS RECEIVED					
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #7 - COLDMIX LIGHTWEIGHT ASPHALT PAVEMENT, TYPE D: THD #330

BID # 89-057

BID PRICE PER TON/YARD DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO 00035 01899					NO BIDS RECEIVED					
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1.

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

#8A - COLDMIX LIMESTONE ROCK ASPHALT PAVEMENT, CLASS A:
ITEM: THD #330 TYPE A

BID #89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$27.66	NO BID	$28.71	$29.76						
CRAEB	$26.98	$28.23	NO BID	NO BID						
FULSHEAR	$27.76	$29.87	NO BID	NO BID						
NEEDVILLE	NO RAIL	NO RAIL	NO RAIL	NO RAIL						
RICHMOND	$25.79	$26.97	NO BID	NO BID						
SUGAR LAND	$27.15	NO BID	$28.17	$29.17						
ROSENBERG	$26.53	$27.77	NO BID	NO BID						
PLANT/PIT/SIDING	$13.00	$13.00	$13.00	$13.00						

0038
01900

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PGI. STOCKPILE~~ ; REMARKS

1. WHITES MINES
DABNEY
10 CARS

2. WHITES MINES
DABNEY
1-9 CARS

3. WHITES MINES
DABNEY
5-9 CARS

4. WHITES MINES
DABNEY
1-4 CARS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

#8B - COLDMIX LIMESTONE ROCK ASPHALT PAVEMENT CLASS A:
ITEM: THD #330, TYPE "C" OR "CC"

BID # 89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO 0038 01901	$28.06	NO BID	$29.11	$30.16						
CRABB	$27.38	$28.63	NO BID	NO BID						
FULSHEAR	$28.16	$30.27	NO BID	NO BID						
NEEDVILLE	NO RAIL	NO RAIL	NO RAIL	NO RAIL						
RICHMOND	$26.19	$27.37	NO BID	NO BID						
SUGAR LAND	$27.55	NO BID	$28.57	$29.57						
ROSENBERG	$26.93	$28.17	NO BID	NO BID						
PLANT/PIT/SIDING	$13.04	$13.40	$13.40	$13.40						

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE~~ ; REMARKS

1. WHITES MINES
DABNEY
10 CARS

2. WHITES MINES
DABNEY
1-9 CARS

3. WHITES MINES
DABNEY
5-9 CARS

4. WHITES MINES
DABNEY
1-4 CARS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

#8C - COLDMIX LIMESTONE ROCK ASPHALT PAVEMENT CLASS A:
ITEM: THD #330, TYPE D.

BID # 89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO 0038 01902	$28.06	NO BID	$29.41	$30.46						
CRABB	$27.68	$28.93	NO BID	NO BID						
FULSHEAR	$28.46	$30.57	NO BID	NO BID						
NEEDVILLE	NO RAIL	NO RAIL	NO RAIL	NO RAIL						
RICHMOND	$26.49	$27.67	NO BID	NO BID						
SUGAR LAND	$27.85	NO BID	$28.87	$29.87						
ROSENBERG	$27.23	$28.47	NO BID	NO BID						
PLANT/PIT/SIDING	$13.70	$13.70	$13.70	$13.70						

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PGT. STOCKPILE~~ ; REMARKS

1. WHITES MINES
DABNEY
10 CARS

2. WHITES MINES
DABNEY
1-9 CARS

3. WHITES MINES
DABNEY
5-9 CARS

4. WHITES MINES
DABNEY
1-4 CARS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #9 - DRYSTONE COVERSTONE (LIGHTWEIGHT): THD #3Q3

BID # 89-057

BID PRICE PER CUBIC YARD DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO 0038 01903	$18.47	$18.47								
CRABB	$17.70	$17.70								
FULSHEAR	$17.20	$17.20								
NEEDVILLE	$17.97	$17.97								
RICHMOND	$17.55	$17.55								
SUGAR LAND	$17.65	$17.65								
PLANT/PIT/SIDING	$16.00	$16.00								

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE~~ ; REMARKS

1. TEXAS INDUSTRIES
   CLODINE
   NOT STATED
   GRAD 3 MODIFIED

2. TEXAS INDUSTRIES
   CLODINE
   NOT STATED
   GRADES 4 & 5

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #10A - FLEXIBLE BASE: THD #249 TYPE A - LIMESTONE SCREENING

BID # 89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$15.10	$11.15	$11.23	$11.79	NO BID					
CRABB	$18.40	$ 9.65	$ 9.73	$12.45	NO BID					
FULSHEAR	$17.35	$ 9.90	$ 9.98	$12.45	NO BID					
NEEDVILLE	$21.00	$10.25	$ 9.98	$12.95	NO BID					
RICHMOND	$19.50	$ 9.65	$ 9.23	$12.45	NO BID					
SUGAR LAND	$15.10	$10.30	$10.23	$12.45	NO BID					
PLANT/PIT/SIDING	$11.50	$ 8.85	$ 8.23	NO BID	$9.00					

0035 01901

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. DRAVO BASIC MATERIALS
GALENA PARK & FM 529 HOUSTON
NOT STATED

2. JONES FINKE
SEALY, BROOKSHIRE, ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

3. KING CONSTRUCTION
ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

4. MIKE ARNOLD
NOT STATED
NOT STATED

5. CRUSHED STONE BASE
ARCOLA
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #10B - FLEXIBLE BASE: THD #249 TYPE A - GRADE 2

BID # 89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$12.50	*$14.70	*$13.70	NO BID	$14.10	$11.70	$12.23			
CRAEB	$14.00	*$12.95	*$11.90	NO BID	$17.40	$ 9.95	$10.73			
FULSHEAR	$14.25	*$12.60	*$11.70	NO BID	$16.35	$10.45	$10.98			
NEEDVILLE	$15.00	*$15.00	*$13.20	NO BID	$20.00	$10.45	$10.98			
RICHMOND	$14.00	*$12.85	*$11.80	NO BID	$18.50	$ 9.70	$10.23			
SUGAR LAND	$13.50	*$12.00	*$11.00	NO BID	$14.10	$10.85	$11.23			
PLANT/PIT/SIDING	$ 9.50	$ 7.00	$ 7.00	$ 9.75	$10.50	$ 8.85	$ 9.23			

0038 01905

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. ANGLETON ASPHALT
GALENA PARK
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. CAGLE CRUSHED CONCRETE
BRITTMORE RD., HOUSTON
$0.189 FIRST MILE + $0.125
EACH ADDITIONAL MILE
BOBTAIL 12-14 TON LOAD

3. CAGLE CRUSHED CONCRETE
BRITTMORE RD., HOUSTON
$0.165 FIRST MILE + $0.10
EACH ADDITIONAL MILE
TRAILER 22-25 TON LOAD

4. CRUSHED STONE BASE
ARCOLA
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

5. DRAVO BASIC MATERIALS
GALENA PARK & FM529 HOUSTON
NOT STATED

6. JONES FINKE
SEALY, BROOKSHIRE, ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

7. KING CONSTRUCTION
ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

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* NOTE: CAGLE CRUSHED CONCRETE IS BIDDING CRUSHED CONCRETE FLEXIBLE BASE

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #10C - FLEXIBLE BASE: THD #249 TYPE B - GRADE "2"

BID #89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$12.00	$12.39	*$14.70	*$13.70	$12.35	$ 9.93	$10.19			
CRAEB	$10.40	$11.03	*$12.95	*$11.90	$10.95	$ 8.50	$ 8.74			
FULSHEAR	$13.00	$10.01	*$12.60	*$11.70	$11.45	$ 8.32	$ 7.90			
NEEDVILLE	$10.40	$10.59	*$15.00	*$13.20	$11.15	$ 8.32	$ 8.54			
RICHMOND	$10.45	$10.59	*$12.85	*$11.80	$10.85	$ 8.32	$ 8.54			
SUGAR LAND	$11.50	$11.68	*$12.00	*$11.00	$11.15	$ 9.34	$ 9.00			
PLANT/PIT/SIDING	$ 9.25	$ 4.75	NO BID	NO BID	$ 9.25	$ 3.25	$ 3.75			

00938
01906

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. ANGLETON ASPHALT
BRAZORIA COUNTY ROAD 39
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. BASE MATIERALS
COLUMBUS
MIN FREIGHT RATES APPROVED
BY TEXAS RR COMMISSION

3. CAGLE CRUSHED CONCRETE
BRITTMORE RD., HOUSTON
$0.189 FIRST MILE + $0.125
EACH ADDITIONAL MILE
BOBTAIL 12-14 TON LOAD

4. CAGLE CRUSHED CONCRETE
BRITTMORE RD., HOUSTON
$0.165 FIRST MILE + $0.10
EACH ADDITIONAL MILE
TRAILER 22-25 TON LOAD

5. JONES FINKE
SEALY OR ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

6. KING CONSTRUCTION
ALTAIR
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

7. M & M GRAVEL
ALTAIR
$0.10 EACH MILE

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* NOTE: CAGLE CRUSHED CONCRETE IS BIDDING CRUSHED CONRETE FLEXIBLE BASE.

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #10D - FLEXIBLE BASE: THD #249 TYPE C GRADE "2"

BID #89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO					NO BIDS RECEIVED					
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

0038 01907

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #10E - FLEXIBLE BASE: THD #249 LIGHTWEIGHT AGGREGATE CLASS "1"

BID # 89-057

BID PRICE PER CUBIC YARD DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO 0038 01908					NO BIDS RECEIVED					
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #11 - FLEXIBLE BASE: THD #248, TYPE A, GRADE "1" CRUSHED CONCRETE

BID #89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$14.70	$13.70								
CRABB	$12.95	$11.90								
FULSHEAR	$12.60	$11.70								
NEEDVILLE	$15.00	$13.20								
RICHMOND	$12.85	$11.80								
SUGAR LAND	$12.00	$11.00								
PLANT/PIT/SIDING	$ 7.00	$ 7.00								

0038 01909

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. CAGLE CRUSHED CONCRETE
BRITTMORE RD., HOUSTON
$0.189 FIRST MILE $0.125
EACH ADDITIONAL MILE
BOBTAIL 12-14 TON LOAD

2. CAGLE CRUSHED CONCRETE
BRITTMORE RD., HOUSTON
$0.165 FIRST MILE + $0.10
EACH ADDITIONAL MILE
TRAILER 22-25 TON LOAD

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

#12 - FLEXIBLE BASE - LIMESTONE: "GEORGETOWN VARIETY"

ITEM: COMPACTED 95% IN-PLACE

BID #89-057

BID PRICE PER _____ DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
0038 01910										
PRICE PER CUBIC YARD	$12.98	$12.00								
ADD FOR LAYDOWN	$ 3.00	$ 2.00								

VENDOR NAME; ~~PLANT LOCATION~~; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING ; REMARKS

1. JONES FINKE
   $1.00 FIRST MILE + $0.14
   EACH ADDITIONAL MILE

2. KING CONSTRUCTION
   $1.00 FIRST MILE + $0.14
   EACH ADDITIONAL MILE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #13 - GRAVEL BASE MATERIAL: PIT RUN

BID # 89-057

BID PRICE PER YARD DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	NO BID	$10.75	NO BID	$ 8.06	$ 7.65	NO BID	NO BID	$11.90/TON	NO BID	
CRABB	$15.52	$ 8.40	NO BID	$ 6.15	$ 5.92	$ 5.88	NO BID	$ 9.00/TON	$ 5.85	
FULSHEAR	$ 8.60	$ 8.40	NO BID	$ 5.75	$ 5.77	NO BID	NO BID	$ 8.00/TON	$ 5.70	
NEEDVILLE	$16.75	$ 8.40	NO BID	$ 6.22	$ 6.00	$ 5.98	NO BID	$ 9.20/TON	$ 6.30	
RICHMOND	$14.50	$ 8.40	NO BID	$ 5.90	$ 5.76	NO BID	NO BID	$ 9.56/TON	$ 5.75	
SUGAR LAND	$ 9.65	$ 9.90	NO BID	$ 7.45	$ 6.68	NO BID	NO BID	$10.88/TON	NO BID	
PLANT/PIT/SIDING	$ 4.75	$ 1.40	$ 3.50/TON	$ 1.50	NO BID	$ 1.35	$ 1.40	$ 2.00/TON	$ 1.40	

0038 01911

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. BRAZOS CONSTRUCTION MATLS
37927 COUNTY LINE RD.
$2.00 FIRST MILE + $0.20
EACH ADDITIONAL MILE

2. KING CONSTRUCTION
ALTAIR
$1.00 FIRST MILE + $0.14
EACH ADDITIONAL MILE

3. LEBLANC'S CONCRETE
RICHMOND
NOT STATED

4. M & M GRAVEL
ALTAIR
$0.10 EACH MILE

5. MIKE ARNOLD
ALTAIR
FIRST 3 MILES NO CHARGE
$1.25 PER MILE THEREAFTER

6. PRIHODA GRAVEL
ALTAIR
$0.10 EACH MILE

7. SOUTHWESTERN TESTING SVC
ALTAIR
NOT STATED

8. TEXAS LUMBER & CONST.
COLUMBUS
$0.10 EACH MILE

9. ZBRANEK BROS.
ALTAIR
$0.10 EACH MILE

10.

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #14 - GRAVEL, RIVER WASHED, 5/8" DIAMETER MAXIMUM.

BID # 89-057

BID PRICE PER YARD DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$ 9.50	$11.05	NO BID	$15.10	NO BID	$ 9.99/TON	*$ 7.69/TON ARCOLA			
CRAEB	$ 8.25	$ 9.36	$27.00	$18.40	NO BID	$18.91/TON	*$ 6.61/TON			
FULSHEAR	$ 7.00	$ 8.48	$14.70	$17.35	NO BID	$ 8.81/TON	*$ 6.50/TON			
NEEDVILLE	$ 8.25	$ 9.01	$23.00	$21.00	NO BID	$ 8.91/TON	*$ 6.61/TON			
RICHMOND	$ 8.25	$ 9.01	$20.55	$19.50	NO BID	$ 8.64/TON	*$ 6.34/TON			
SUGAR LAND	$ 8.25	$ 9.59	$20.00	$15.10	NO BID	$ 9.72/TON	*$ 7.42/TON			
PLANT/PIT/SIDING	$ 3.50	$ 3.75/TON	$10.80	$11.50/TON	$ 6.00/TON	$ 4.70/TON	*$ 2.50/TON			

0038 01912

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. ANGLETON ASPHALT
ELLINGER
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. BASE MATERIALS
GARWOOD
MIN. FREIGHT RATES APPROVED
BY TEXAS RR COMMISSION

3. BRAZOS CONST. MATERIALS
37927 COUNTY LINE ROAD
$2.50 FIRST MILE + $0.22
EACH ADDITIONAL MILE

4. DRAVO BASIC MATERIALS
GALENA PARK & FM529 HOUSTON
NOT STATED

5. LEBLANC'S CONCRETE
RICHMOND
NOT STATED

6. MIKE ARNOLD
WEIMER
FIRST 3 MILES AFTER JOBSITE
NO CHARGE $1.25 THEREAFTER

7. MIKE ARNOLD
WEIMER
FIRST 3 MILES AFTER JOBSITE
NO CHARGE $1.25 THEREAFTER
*BIDDING 3/8 GRAVEL

8.

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10.

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #15 - HOT MIX ASPHALTIC CONCRETE PAVEMENT: THD #340 TYPE D

BID # 89-057

BID PRICE PER TON

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
0038 01913										
PRICE PER TON	$19.50	$24.00	$21.00	$20.00	$20.50	$21.50	$21.00	$20.50		
ADD FOR LAYDOWN	$ 5.00	$ 5.00	$ 5.00	NO BID	$ 5.25	$ 5.25	$ 5.00	$ 5.25		

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING ; REMARKS

1. AMERICAN MATERIALS
MISSOURI CITY
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. ANGLETON ASPHALT
ANGLETON
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

3. CRUSHED STONE BASE
ARCOLA
$1.10 FIRST MILE + $0.10
EACH ADDITIONAL MILE

4. DRAVO BASIC MATERIALS
GALENA PARK & FM529 HOUSTON
NOT STATED

5. JONES FINKE
SEALY
$1.10 FIRST MILE + $0.10
EACH ADDITIONAL MILE

6. JONES FINKE
ROSENBERG
$1.10 FIRST MILE + $0.10
EACH ADDITIONAL MILE

7. KING CONSTRUCTION
NOT STATED
$1.10 FIRST MILE + $0.10
EACH ADDITIONAL MILE

8. SOUTHWEST ASPHALT
CLODINE
$1.10 FIRST MILE + $0.10
EACH ADDITIONAL MILE

9.

10.

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #15B - HOTMIX ASPHALTIC CONCRETE PAVEMENT: THD #340 TYPE D LIGHTWEIGHT

BID #89-057

BID PRICE PER TON

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
PRICE PER TON	$30.00	$25.00								
ADD FOR LAYDOWN	$ 8.00	$ 7.00								

0038 01914

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING ; REMARKS

1. AMERICAN MATERIALS
MISSOURI CITY
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. SOUTHWEST ASPHALT
CLODINE
$1.10 FIRST MILE + $0.10
EACH ADDITIONAL MILE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #15C - HOTMIX ASPHALTIC CONCRETE PAVEMENT: THD #340 TYPE D-MODIFIED

BID # 89-057

BID PRICE PER TON

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
0038 01915										
PRICE PER TON	$18.00	$23.00	$19.25	$19.00	$18.50	$20.00	$18.65			
ADD FOR LAYDOWN	$ 5.00	$ 5.00	$ 5.00	NO BID	$ 5.25	$ 5.00	$ 5.25			

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. AMERICAN MATERIALS
   MISSOURI CITY
   $1.25 FIRST MILE + $0.10
   EACH ADDITIONAL MILE

2. ANGLETON ASPHALT
   ANGLETON
   $1.25 FIRST MILE + $0.10
   EACH ADDITIONAL MILE

3. CRUSHED STONE BASE
   ARCOLA
   $1.10 FIRST MILE + $0.10
   EACH ADDITIONAL MILE

4. DRAVO BASIC MATERIALS
   GALENA PARK & FM529 HOUSTON
   NOT STATED

5. JONES FINKE
   SEALY OR ROSENBERG
   $1.10 FIRST MILE + $0.10
   EACH ADDITIONAL MILE

6. KING CONSTRUCTION
   NOT STATED
   $1.10 FIRST MILE + $0.10
   EACH ADDITIONAL MILE

7. SOUTHWEST ASPHALT
   CLODINE
   $1.10 FIRST MILE + $0.10
   EACH ADDTIONAL MILE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #15D - HOTMIX ASPHALTIC CONCRETE PAVEMENT: THD #340 TYPE D MOD. LIGHTWEIGHT

BID #89-057

BID PRICE PER TON

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
					NO BIDS RECEIVED					
BID PRICE PER TON										
ADD FOR LAYDOWN										

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01916

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM ; REMARKS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #16A - HOTMIX COLD LAID, ASPHALTIC CONCRETE PAVEMENT: THD #350 TYPE D

BID #89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO 0038 01917	$25.45	$28.10	$31.70	$28.10	$28.10	NO BID				
CRABB	$26.25	$30.40	$34.90	$26.70	$27.50	NO BID				
FULSHEAR	$26.75	$31.60	$33.85	$26.20	$28.00	NO BID				
NEEDVILLE	$25.25	$29.40	$37.50	$26.90	$28.50	NO BID				
RICHMOND	$25.25	$30.95	$36.00	$26.60	$27.65	NO BID				
SUGAR LAND	$24.75	$29.75	$31.70	$26.90	$27.00	NO BID				
PLANT/PIT/SIDING	$23.00	$25.00	$28.00	$25.00	$25.00	$24.00				

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. AMERICAN MATERIALS
MISSOURI CITY
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. ANGLETON ASPHALT
ANGLTON
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

3. DRAVO BASIC MATERIALS
GALENA PARK & FM529 HOUSTON
NOT STATED

4. JONES FINKE
SEALY OR ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

5. SOUTHWEST ASPHALT
CLODINE
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

6. CRUSHED STONE BASE
ARCOLA
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

#16B - HOTMIX COLD LAID, ASPHALTIC CONCRETE PAVEMENT: THD #350

ITEM: LIGHTWEIGHT AGGREGATE

BID # 89-056

BID PRICE PER TON DELIVERED

0038
01918

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$39.70									
CRABB	$39.00									
FULSHEAR	$38.10									
NEEDVILLE	$40.10									
RICHMOND	$39.20									
SUGAR LAND	$38.00									
PLANT/PIT/SIDING	$36.00									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. SOUTHWEST ASPHALT
CLODINE
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #17 - LIGHTWEIGHT, PRECOATED, GR. 4, COVER MATL: THD #303.3

BID # 89-057

BID PRICE PER TON/YARD DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$34.36/TON	$22.47/YARD								
CRAEB	$33.20/TON	$21.70/YARD								
FULSHEAR	$32.44/TON	$21.20/YARD								
NEEDVILLE	$33.61/TON	$21.97/YARD								
RICHMOND	$32.97/TON	$21.55/YARD								
SUGAR LAND	$33.12/TON	$21.65/YARD								
PLANT/PIT/SIDING	$30.60/TON	$20.00/YARD								

0038 01919

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. TEXAS INDUSTRIES
CLODINE
NOT STATED

2. TEXAS INDUSTRIES
CLODINE
NOT STATED

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #18 LIMESTONE BASE MATERIAL: "DAMON VARIETY"

BID # 89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$11.65	$11.20								
CRABB	$10.93	$10.48								
FULSHEAR	$12.10	$11.65								
NEEDVILLE	$ 9.65	$ 9.25								
RICHMOND	$10.93	$10.48								
SUGAR LAND	$11.74	$11.29								
PLANT/PIT/SIDING	$ 7.75	$ 7.75								

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01920

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. DAMON QUARRY
DAMON QUARY
$1.00 FIRST MILE + $0.09
EACH ADDITIONAL MILE
DELIVERED IN TANDEM

2. DAMON QUARRY
DAMON QUARRY
$0.75 FIRST MILE + $0.09
EACH ADDITIONAL MILE
DELIVERED IN TRAILERS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #19 - LIMESTONE BASE MATERIAL: "GEORGETOWN VARIETY"

BID # 89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	NO BID	$14.10	$13.91	$12.23	$11.84					
CRABB	NO BID	$17.40	$12.74	$10.73	$12.50					
FULSHEAR	NO BID	$16.35	$10.60	$10.98	$12.50					
NEEDVILLE	NO BID	$20.00	$13.00	$10.98	$13.00					
RICHMOND	NO BID	$18.50	$12.35	$10.23	$12.50					
SUGAR LAND	NO BID	$14.10	$12.35	$11.23	$12.50					
PLANT/PIT/SIDING	$ 9.75	$10.50	$ 8.85	$ 9.23	NO BID					

0038 01921

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. CRUSHED STONE BASE
ARCOLA
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. DRAVO BASIC MATERIALS
GALENA PARK & FM529 HOUSTON
NOT STATED

3. JONES FINKE
SEALY OR BROOKSHIRE
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

4. KING CONSTRUCTION
ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

5. MIKE ARNOLD
NOT STATED
NOT STATED

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #20 - 3% LIME STABILIZED LIMESTONE: PUGMILL MIXED

BID # 89-057

BID PRICE PER TON/YARD DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$17.10/TON	$16.10/TON	$22.50/YARD							
CRABB	$20.40/TON	$14.70/TON	$20.60/YARD							
FULSHEAR	$19.35/TON	$15.20/TON	$21.30/YARD							
NEEDVILLE	$23.00/TON	$14.90/TON	$20.90/YARD							
RICHMOND	$21.50/TON	$14.60/TON	$20.45/YARD							
SUGAR LAND	$17.10/TON	$14.90/TON	$20.90/YARD							
PLANT/PIT/SIDING	$13.50/TON	$13.00/TON	$18.25/YARD							

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. DRAVO BASIC MATERIALS
GALENA PARK & FM529 HOUSTON
NOT STATED

2. JONES FINKE
SEALY OR ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

3. JONES FINKE
SEALY OR ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #21 - 3% LIME STABILIZED BASE MATERIAL TYPE B: THD #249 PUGMILL MIXED

BID #89-057

BID PRICE PER TON/YARD DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$12.00/TON	$12.00/TON	$12.25/TON	$17.40/TON						
CRABB	$10.40/TON	$10.25/TON	$10.69/TON	$14.50/TON						
FULSHEAR	$13.00/TON	$10.00/TON	$ 9.60/TON	$13.50/TON						
NEEDVILLE	$10.40/TON	$10.25/TON	$10.20/TON	$14.70/TON						
RICHMOND	$10.40/TON	$10.25/TON	$10.54/TON	$15.06/TON						
SUGAR LAND	$11.50/TON	$11.20/TON	$11.20/TON	$16.38/TON						
PLANT/PIT/SIDING	$ 9.25/TON	$ 4.85/TON	$ 5.25/TON	$ 5.60/TON						

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. ANGLETON ASPHALT
BRAZORIA COUNTY RD 39
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. KING CONSTRUCTION
ALTAIR
MINIMUM FREIGHT RATES APPROVED
BY TEXAS RR COMMISSION

3. M & M GRAVEL
ALTAIR
$0.10 EACH MILE

4. TEXAS LUMBER & CONSTRUCTION
COLUMBUS
$0.10 EACH MILE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #22 - PRECOATED COVERSTONE PB-3 OR PB-4 & PB-5

BID # 89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$28.50 PB-3	$28.50 PB-4 & 5	NO BID	NO BID	$25.10 PB-3	$25.10 PB-4 & 5	$22.50 PB-3	$22.80 PB-4 & 5	$23.00 PB-3	$23.00 PB-4 & 5
CRABB	$29.10 PB-3	$29.10 PB-4 & 5	NO BID	NO BID	$28.40 PB-3	$28.40 PB-4 & 5	$20.75 PB-3	$21.05 PB-4 & 5	$21.40 PB-3	$21.40 PB-4 & 5
FULSHEAR	$30.35 PB-3	$30.35 PB-4 & 5	NO BID	NO BID	$27.35 PB-3	$27.35 PB-4 & 5	$21.25 PB-3	$21.55 PB-4 & 5	$21.75 PB-3	$21.75 PB-4 & 5
NEEDVILLE	$28.50 PB-3	$28.50 PB-4 & 5	NO BID	NO BID	$31.00 PB-3	$31.00 PB-4 & 5	$21.25 PB-3	$21.55 PB-4 & 5	$21.75 PB-3	$21.75 PB-4 & 5
RICHMOND	$29.70 PB-3	$29.70 PB-4 & 5	NO BID	NO BID	$29.50 PB-3	$29.50 PB-4 & 5	$20.50 PB-3	$20.80 PB-4 & 5	$21.00 PB-3	$21.00 PB-4 & 5
SUGAR LAND	$28.50 PB-3	$28.50 PB-4 & 5	NO BID	NO BID	$25.10 PB-3	$25.10 PB-4 & 5	$21.65 PB-3	$21.95 PB-4 & 5	$22.25 PB-3	$22.25 PB-4 & 5
PLANT/PIT/SIDING	$25.00 PB-3	$25.00 PB-4 & 5	$18.50 PB-3	$18.50 PB-4 & 5	$21.50 PB-3	$21.50 PB-4 & 5	$19.50 PB-3	$19.80 PB-4 & 5	$20.00 PB-3	$20.00 PB-4 & 5

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. ANGLETON ASPHALT
ANGLETON
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. ANGLETON ASPHALT
ANGLETON
$1.25 FIRST MILE + $0.10
EACH ADDITIONAL MILE

3. CRUSHED STONE BASE
ARCOLA
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

4. CRUSHED STONE BASE
ARCOLA
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

5. DRAVO BASIC MATERIALS
GALENA PARK & FM529 HOUSTON
NOT STATED
EACH ADDITIONAL MILE

6. DRAVO BASIC MATERIALS
GALENA PARK & FM529 HOUSTON
NOT STATED

7. JONES FINKE
SEALY OR ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

8. JONES FINKE
SEALY OR ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

9. KING CONSTRUCTION
ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

10. KING CONSTRUCTION
ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #22 - PRECOATED COVERSTONE PB-3 OR PB-4 & PB-5

BID #89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$24.00 PB-3	$24.50 PB-4 & 5	$24.66 PB-3	NO BID	$25.71 PB-3	$26.76 PB-3	$24.91 PB-4 & 5	NO BID	$25.96 PB-4 & 5	$27.01 PB-4 & 5
CRABB	$23.50 PB-3	$24.00 PB-4 & 5	$23.98 PB-3	$25.23 PB-3	NO BID	NO BID	$24.23 PB-4 & 5	$25.48 PB-4 & 5	NO BID	NO BID
FULSHEAR	$23.00 PB-3	$23.50 PB-4 & 5	$24.76 PB-3	$26.87 PB-3	NO BID	NO BID	$25.01 PB-4 & 5	$27.12 PB-4 & 5	NO BID	NO BID
NEEDVILLE	$24.50 PB-3	$25.50 PB-4 & 5	NO RAIL	NO RAIL	NO RAIL	NO RAIL	NO RAIL	NO RAIL	NO RAIL	NO RAIL
RICHMOND	$23.50 PB-3	$24.00 PB-4 & 5	$22.79 PB-3	$23.97 PB-3	NO BID	NO BID	$23.04 PB-4 & 5	$24.22 PB-4 & 5	NO BID	NO BID
SUGAR LAND	$23.00 PB-3	$23.50 PB-4 & 5	$24.15 PB-3	NO BID	$25.17 PB-3	$26.17 PB-3	$24.40 PB-4 & 5	NO BID	$25.42 PB-4 & 5	$26.42 PB-4 & 5
ROSENBERG	N/A	N/A	$23.53 PB-3	$24.77 PB-3	NO BID	NO BID	$23.78 PB-4 & 5	$25.02 PB-4 & 5	NO BID	NO BID
PLANT/PIT/SIDING	$21.00	$21.50	$10.00	$10.00	$10.00	$10.00	$10.25	$10.25	$10.25	$10.25

0038 01925

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. SOUTHWEST ASPHALT
CLODINE
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. SOUTHWEST ASPHALT
CLODINE
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

3. WHITES MINES
DABNEY
NOT STATED
10 CARS

4. WHITES MINES
DABNEY
NOT STATED
1-9 CARS

5. WHITES MINES
DABNEY
NOT STATED
5-9 CARS

6. WHITES MINES
DABNEY
NOT STATED
1-4 CARS

7. WHITES MINES
DABNEY
NOT STATED
10 CARS

8. WHITES MINES
DABNEY
NOT STATED
1-9 CARS

9. WHITES MINES
DABNEY
NOT STATED
5-9 CARS

10. WHITES MINES
DABNEY
NOT STATED
1-4 CARS

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #23 - RECYCLED ASPHALT, SCREENDED, 3" DIAMETER MAX.

BID #89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$10.60	$10.50								
CRABB	$ 9.20	$10.00								
FULSHEAR	$ 9.70	$ 9.50								
NEEDVILLE	$ 9.40	$11.00								
RICHMOND	$ 9.10	$10.50								
SUGAR LAND	$ 9.40	$ 9.50								
PLANT/PIT/SIDING	$ 7.50	$ 7.50								

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. JONES FINKE
SEALY OR ROSENBERG
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

2. SOUTHWEST ASPHALT
CLODINE
$0.75 FIRST MILE + $0.10
EACH ADDITIONAL MILE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #24A - ROCK ASPHALT PRECOATED AGGREGATES: THD #304 TYPE PE #2 & #3

BID # 89-057

BID PRICE PER TON DELIVERED

0038 0192?

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$24.66	NO BID	$25.71	$26.76						
CRABB	$23.98	$25.23	NO BID	NO BID						
FULSHEAR	$24.76	$26.87	NO BID	NO BID						
NEEDVILLE	NO RAIL	NO RAIL	NO RAIL	NO RAIL						
RICHMOND	$22.79	$23.97	NO BID	NO BID						
SUGAR LAND	$24.15	NO BID	$25.17	$26.17						
ROSENBERG	$23.53	$24.77	NO BID	NO BID						
PLANT/PIT/SIDING	NO BID	NO BID	NO BID	NO BID						

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. WHITES MINES
   DABNEY
   NOT STATED
   10 CARS

2. WHITES MINES
   DABNEY
   NOT STATED
   1-9 CARS

3. WHITES MINES
   DABNEY
   NOT STATED
   5-9 CARS

4. WHITES MINES
   DABNEY
   NOT STATED
   1-4 CARS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #24B - ROCK ASPHALT PRECOATED AGGREGATE: THD #304 TYPE PE #4

BID #89-057

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$24.91	NO BID	$25.96	$27.01						
CRABB	$24.23	$25.48	NO BID	NO BID						
FULSHEAR	$25.01	$27.12	NO BID	NO BID						
NEEDVILLE	NO RAIL	NO RAIL	NO RAIL	NO RAIL						
RICHMOND	$23.04	$24.22	NO BID	NO BID						
SUGAR LAND	$24.40	NO BID	$25.42	$26.42						
ROSENBERG	$23.78	$25.02	NO BID	NO BID						
PLANT/PIT/SIDING	$10.25	$10.25	$10.25	$10.25						

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01928

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. WHITES MINES
DABNEY
NOT STATED
10 CARS

2. WHITES MINES
DABNEY
NOT STATED
1-9 CARS

3. WHITES MINES
DABNEY
NOT STATED
5-9 CARS

4. WHITES MINES
DABNEY
NOT STATED
1-4 CARS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #25 - SEAL COAT - APPLICATION ONLY: THD #316

BID #89-057

BID PRICE PER SQUARE YARD

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
01938										
01929										
LABOR ONLY	$0.28	$0.30								

VENDOR NAME;

1. JONES FINKE

2. KING CONSTRUCTION

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #26 - SURFACE TREATMENT, ONE COURSE APPLICATION ONLY: THD #320

BID # 89-057

BID PRICE PER SQUARE YARD

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
0038 01930										
LABOR ONLY	$0.34	$0.50								

VENDOR NAME;

1. JONES FINKE

2. KING CONSTRUCTION

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #27 - SURFACE TREATMENT, TWO COURSE, APPLICATION ONLY: THD #322

BID #89-057

BID PRICE PER SQUARE YARD

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
LABOR ONLY	$0.65	$0.70								

VENDOR NAME;

1. JONES FINKE

2. KING CONSTRUCTION

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #28 - TYPE A HYDRATED LIME: THD #264, 90.0% CA (OH) 2 MIN., DELIVERED IN CLOSED TANKERS

BID #89-057

BID PRICE PER TON

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
DELIVERED AND APPLIED AT JOBSITE	$65.88									

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VENDOR NAME;

1. AUSTIN WHITE LIME

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #29 - SPECIFICATION PIT RUN GRAVEL AGGREGATE

BID # 89-057

BID PRICE PER CUBIC YARD/TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$9.93/TON	$7.70/CU.YD.	NO BID	NO BID	$13.90/TON	NO BID				
CRABB	$8.50/TON	$5.97/CU.YD.	$5.93/CU.YD.	NO BID	$11.00/TON	$6.20/CU.YD.				
FULSHEAR	$8.32/TON	$5.82/CU.YD.	NO BID	NO BID	$10.00/TON	$6.00/CU.YD.				
NEEDVILLE	$8.32/TON	$6.06/CU.YD.	$6.03/CU.YD.	NO BID	$11.20/TON	$6.60/CU.YD.				
RICHMOND	$8.32/TON	$5.81/CU.YD.	NO BID	NO BID	$11.56/TON	$6.05/CU.YD.				
SUGAR LAND	$9.34/TON	$6.73/CU.YD.	NO BID	NO BID	$12.88/TON	NO BID				
PLANT/PIT/SIDING	$3.25/TON	$1.55/CU.YD.	$1.38/CU.YD.	$1.55/CU.YD.	$3.00/TON	$1.80/CU.YD.				

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VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

1. KING CONSTRUCTION
ALTAIR
MIN. FREIGHT RATES APPROVED
BY TEXAS RR COMMISSION

2. MIKE ARNOLD
ALTAIR
FIRST 3 MILES AFTER JOBSITE
NO CHARGE $1.25 THEREAFTER

3. PRIHODA GRAVEL
ALTAIR
$0.10 EACH MILE

4. SOUTHWESTERN TESTING SVC
ALTAIR
NOT STATED

5. TEXAS LUMBER & CONST.
COLUMBUS
$0.10 EACH MILE

6. ZBRANEK BROS.
ALTAIR
$0.10 EACH MILE

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0038 01934

37/3

FORT BEND COUNTY

ROAD MATERIALS CHEMICAL TYPE BID #89-058

1 JULY 1989
THRU
30 JUNE 1990

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ITEM		PAGE NUMBER
	COMPANY NAME, CONTACT PERSON, TELEPHONE NUMBER	2
#1	AC-5 ASPHALT CEMENT: THD #300	3
#2	AC-10 ASPHALT CEMENT: THD #300	4
#3	AC-20 ASPHALT CEMENT: THD #300	5
#4	CRS-2 CATIONIC EMULSION, RAPID SETTING: THD #300	6
#5	MC-30 MEDIUM CURING TYPE CUTBACK ASPHALT: THD #300	7
#6	MC-800 MEDIUM CURING TYPE CUTBACK ASPHALT: THD #300	8
#7	RC-250 RAPID CURING TYPE CUTBACK ASPHALT: THD #300	9
#8	COAL TAR ASPHALT SEALER: "GEM SEAL" OR EQUAL	10
#9	DUST CONTROL MATERIAL, GEORGIA PACIFIC LIGNOSITE, 40% MINIMUM	11
#10	DUST CONTROL MATERIALS: (VENDOR STATE BRAND)	12
#11	SLURRY SEAL, EMULSIFIED ASPHALT: THD #314	13
#12	SOIL STABILIZER: "ROAD HAND"	14
#13	SOIL STABILIZER: "BASE SEAL"	15
#14	SOIL STABILIZER: SODIUM SILICATE BASE	16
#15	SOIL STABILIZER: CALCIUM LIGNIN SULFONATE TYPE 40.0% MINIMUM	17

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COMPANY NAME	CONTACT PERSON	TELEPHONE NO.
AMERICAN MATERIALS	JERRY L. BERRY	(713) 499-1551
BASE-SEAL (DIVISION OF EMULSION BREAKING, INC.)	MAXINE WILLIAMS	(713) 497-7743
ELF ASPHALT, INC.	STEVE CASTO	(409) 722-3411
FINA OIL AND CHEMICAL COMPANY	BILL HARLIN	(800) 527-4205
GULF STATES ASPHALT COMPANY	JIM INDA	(713) 651-1507
JOHN G. REED - LIGNO SALES	JOHN REED	(512) 226-9012
JONES G. FINKE, INC.	NEWTON HEGEMEYER	(713) 498-2822
PRIME MATERIALS AND SUPPLY CORP.	BILL O'LEARY	(713) 353-1230
TRUMBULL DIVISION OWENS-CORNING FIBERGLASS	BILL O'LEARY	(713) 353-1230
WRIGHT ASPHALT PRODUCTS CO.	GENE BRIDGES	(800) 882-6541

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #1 - AC-5 ASPHALT CEMENT: THD #300 (235 GAL PER TON @ 60°F) (260 GAL PER TON @ 350°F)

BID #89-058

BID PRICE PER GALLON DELIVERED

0038 01931

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$0.5263	$0.502	$0.45	$0.395	$0.4891					
CRABB	$0.5243	$0.502	$0.45	$0.395	$0.4891					
FULSHEAR	$0.5243	$0.502	$0.45	$0.395	$0.4891					
NEEDVILLE	$0.5263	$0.502	$0.45	$0.395	$0.4891					
RICHMOND	$0.5187	$0.502	$0.45	$0.395	$0.4891					
SUGAR LAND	$0.5187	$0.502	$0.45	$0.395	$0.4891					
PLANT/PIT/SIDING	$0.4600	$0.46	$0.40	$0.38	$0.4470					

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE~~ ; REMARKS

1. FINA OIL
PORT ARTHUR

2. GULF STATES ASPHALT
SOUTH HOUSTON
5000 GALLON MIN. ORDER

3. JONES FINKE
PORT NECHES

4. TRUMBULL DIV-OWENS CORNING
HOUSTON

5. WRIGHT ASPHALT
BAYTOWN
PRICES SUBJECT TO CHANGE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #2 - AC-10, ASPHALT CEMENT: THD #300

BID #89-058

BID PRICE PER GALLON DELIVERED

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LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$0.5163	$0.502	$0.45	$0.395	$0.4891					
CRABB	$0.5143	$0.502	$0.45	$0.395	$0.4891					
FULSHEAR	$0.5143	$0.502	$0.45	$0.395	$0.4891					
NEEDVILLE	$0.5163	$0.502	$0.45	$0.395	$0.4891					
RICHMOND	$0.5087	$0.502	$0.45	$0.395	$0.4891					
SUGAR LAND	$0.5987	$0.502	$0.45	$0.395	$0.4891					
PLANT/PIT/SIDING	$0.4500	$0.46	$0.40	$0.38	$0.4470					

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE~~ ; REMARKS

1. FINA OIL
PORT ARTHUR

2. GULF STATES ASPHALT
SOUTH HOUSTON
5000 GALLON MIN. ORDER

3. JONES FINKE
PORT NECHES

4. TRUMBULL DIV-OWENS CORNING
HOUSTON

5. WRIGHT ASPHALT
BAYTOWN
PRICES SUBJECT TO CHANGE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #3 - AC-20, ASPHALT CEMENT: THD #300

BID # 89-058

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$0.5163	$0.502	$0.45	$0.39	$0.4862					
CRABB	$0.5143	$0.502	$0.45	$0.39	$0.4862					
FULSHEAR	$0.5143	$0.502	$0.45	$0.39	$0.4862					
NEEDVILLE	$0.5163	$0.502	$0.45	$0.39	$0.4862					
RICHMOND	$0.5087	$0.502	$0.45	$0.39	$0.4862					
SUGAR LAND	$0.5087	$0.502	$0.45	$0.39	$0.4862					
PLANT/PIT/SIDING	$0.4500	$0.46	$0.40	$0.375	$0.4470					

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PGT. STOCKPILE~~ ; REMARKS

1. FINA OIL
PORT ARTHUR

2. GULF STATES ASPHALT
SOUTH HOUSTON
5000 GALLON MIN. ORDER

3. JONES FINKE
PORT NECHES

4. TRUMBULL DIV-OWENS CORNING
HOUSTON

5. WRIGHT ASPHALT
BAYTOWN
PRICES SUBJECT TO CHANGE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #4 - CRS-2, CATIONIC EMULSION, RAPID SETTING: THD #300

BID #89-058

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$0.5143	*$0.4402	$0.55	$0.5442						
CRABB	$0.5143	*$0.4402	$0.55	$0.5442						
FULSHEAR	$0.5143	*$0.4402	$0.55	$0.5442						
NEEDVILLE	$0.5143	*$0.4402	$0.55	$0.5442						
RICHMOND	$0.5143	*$0.4402	$0.55	$0.5442						
SUGAR LAND	$0.5143	*$0.4402	$0.55	$0.5442						
PLANT/PIT/SIDING	$0.45	*$0.51	$0.52	$0.4800						

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PGT. STOCKPILE~~ ; REMARKS

1. ELF ASPHALT
   PORT NECHES

2. GULF STATES ASPHALT
   SOUTH HOUSTON
   *BIDDING HFRS-2 ANONIC EMULSION
   5000 GALLON MIN. ORDER

3. TRUMBULL DIV-OWENS CORNING
   HOUSTON

4. WRIGHT ASPHALT
   PORT NECHES
   PRICES SUBJECT TO CHANGE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #5 - MC-30, MEDIUM CURING TYPE CUTBACK ASPHALT: THD #300

BID # 89-058

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$0.4923	$0.7602	$0.54	$0.4900						
CRABB	$0.4923	$0.7602	$0.54	$0.4900						
FULSHEAR	$0.4904	$0.7602	$0.54	$0.4900						
NEEDVILLE	$0.4904	$0.7602	$0.54	$0.4900						
RICHMOND	$0.4851	$0.7602	$0.54	$0.4900						
SUGAR LAND	$0.4841	$0.7602	$0.54	$0.4900						
PLANT/PIT/SIDING	$0.4300	$0.72	$0.48	$0.4535						

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PGT. STOCKPILE~~ ; REMARKS

1. FINA OIL
PORT ARTHUR

2. GULF STATES ASPHALT
SOUTH HOUSTON
5000 GALLON MIN. ORDER

3. JONES FINKE
CLODINE

4. WRIGHT ASPHALT
CHANNELVIEW
PRICES SUBJECT TO CHANGE

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0038 01941

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #6 - MC-800, MEDIUM CURING TYPE CUTBACK ASPHALT: THD #300

BID #89-058

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$0.4723	$0.7002	$0.54	$0.4700						
CRABB	$0.4723	$0.7002	$0.54	$0.4700						
FULSHEAR	$0.4704	$0.7002	$0.54	$0.4700						
NEEDVILLE	$0.4704	$0.7002	$0.54	$0.4700						
RICHMOND	$0.4651	$0.7002	$0.54	$0.4700						
SUGAR LAND	$0.4651	$0.7002	$0.54	$0.4700						
PLANT/PIT/SIDING	$0.4100	$0.66	$0.48	$0.4335						

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE~~ ; REMARKS

1. FINA OIL
   PORT ARTHUR

2. GULF STATES ASPHALT
   SOUTH HOUSTON
   5000 GALLON MIN. ORDER

3. JONES FINKE
   CLODINE

4. WRIGHT ASPHALT
   CHANNELVIEW
   PRICES SUBJECT TO CHANGE

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0038 01942

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #7 - RC-250, RAPID CURING TYPE CUTBACK ASPHALT: THD #300

BID # 89-058

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	NO BID	$0.4823	$0.7602	$0.56	$0.5396					
CRABB	NO BID	$0.4823	$0.7602	$0.56	$0.5396					
FULSHEAR	NO BID	$0.4804	$0.7602	$0.56	$0.5396					
NEEDVILLE	NO BID	$0.4804	$0.7602	$0.56	$0.5396					
RICHMOND	NO BID	$0.4751	$0.7602	$0.56	$0.5396					
SUGAR LAND	NO BID	$0.4751	$0.7602	$0.56	$0.5396					
PLANT/PIT/SIDING	$4.00	$0.4200	$0.72	$0.50	$0.5000					

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE~~ ; REMARKS

1. AMERICAN MATERIALS
MISSOURI CITY
DELIVERED IN 5 GALLON CANS

2. FINA OIL
PORT NECHES

3. GULF STATES ASPHALT
SOUTH HOUSTON
5000 GALLON MIN. ORDER

4. JONES FINKE
CLODINE

5. WRIGHT ASPHALT
BAYTOWN
PRICES SUBJECT TO CHANGE

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #8 - COAL TAR ASPHALT SEALER: "GEM SEAL" OR EQUAL

BID #89-058

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$1.60	$1.65								
CRABB	$1.60	$1.65								
FULSHEAR	$1.60	$1.65								
NEEDVILLE	$1.60	$1.65								
RICHMOND	$1.60	$1.65								
SUGAR LAND	$1.60	$1.65								
PLANT/PIT/SIDING	$1.00	$1.00								

VENDOR NAME; PLANT LOCATION; NAME BRAND OFFERED ; REMARKS

1. PRIME MATERIALS
1208 SPRING STUEBNER
GEM SEAL
IN 5 GALLON PAILS

2. PRIME MATERIALS
1208 SPRING STUEBNER
GEM SEAL
IN 55 GALLON DRUMS

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0038 01941

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #9 - DUST CONTROL MATERIAL, GEORGIA PACIFIC LIGNOSITE 40% MIN.

BID # 89-058

BID PRICE PER 5000 GALLONS DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$3750.00									
CRABB	$3750.00									
FULSHEAR	$3750.00									
NEEDVILLE	$3750.00									
RICHMOND	$3750.00									
SUGAR LAND	$3750.00									
PLANT/PIT/SIDING	$ 650.00									

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE~~ ; REMARKS

1. JOHN G. REED - LIGNO SALES
   HOUSTON

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #10 - DUST CONTROL MATERIALS: (VENDOR STATE BRAND)

BID # 89-058

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$6.35	$0.71								
CRABB	$6.35	$0.71								
FULSHEAR	$6.35	$0.71								
NEEDVILLE	$6.35	$0.71								
RICHMOND	$6.35	$0.71								
SUGAR LAND	$6.35	$0.71								
PLANT/PIT/SIDING	$6.15	$0.63								

VENDOR NAME; PLANT LOCATION; BRAND OFFERED; UNIT OF MEASURE & MIN. ORDER ; REMARKS

1. BASE SEAL
HOUSTON
"DUST SEAL"
55 GALLON DRUM

2. PRIME MATERIALS
2759 BATTLEGROUND RD.
"RAYBINDER"
2000 GAL. AT PLANT MIN.
4000 GAL. DELIVERED MIN.

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0038 01946

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #11 - SLURRY SEAL, EMULSIFIED ASPHALT: THD #314

BID # 89-058

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO					NO BIDS RECEIVED					
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

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0038 01917

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #12 - SOIL STABILIZEER: "ROAD HAND"

BID #89-058

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO					NO BIDS RECEIVED					
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #13 - SOIL STABILIZER: "BASE SEAL"

BID # 89-058

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$7.93	$8.80	$9.99							
CRABB	$7.93	$8.80	$9.99							
FULSHEAR	$7.93	$8.80	$9.99							
NEEDVILLE	$7.93	$8.80	$9.99							
RICHMOND	$7.93	$8.80	NO BID							
SUGAR LAND	$7.93	$8.80	$9.99							
PLANT/PIT/SIDING	$7.73	$8.60	$9.79							

VENDOR NAME; PLANT LOCATION; ~~PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE~~ ; REMARKS

1. BASE SEAL
HOUSTON
BULK PRICE

2. BASE SEAL
HOUSTON
IN 55 GALLON DRUMS

3. BASE SEAL
HOUSTON
IN 5 GALLON PAILS

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(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #14 - SOIL STABILIZER: SODIUM SILICATE BASE

BID #89-058

BID PRICE PER _____ DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO					NO BIDS RECEIVED					
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PCT. STOCKPILE ; REMARKS

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0038 01950

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: #15 - SOIL STABILIZER: CALCIUM LIGNIN SULFONATE TYPE 40.0% MIN.

BID #89-058

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
FRESNO	$0.75									
CRABB	$0.75									
FULSHEAR	$0.75									
NEEDVILLE	$0.75									
RICHMOND	$0.75									
SUGAR LAND	$0.75									
PLANT/PIT/SIDING	NO BID									

VENDOR NAME; PLANT LOCATION; BRAND NAME OFFERED; MINIMUM ORDER ; REMARKS

1. JOHN G. REED - LIGNO SALES
   HOUSTON
   LIGNOSITE ROAD BINDER
   4800 GAL. DELIVERY MIN,
   1000 GAL. PICKUP MIN.

2.

3.

4.

5.

6.

7.

8.

9.

10.

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5/31 xc: 4 Commissioners
County Clerk
County Engineer

AS PER ORIGINAL

0038 38
AGENDA ITEM
01952

COMMISSION
ROBERT H. DEDMAN, CHAIRMAN
JOHN R. BUTLER, JR.
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION
P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

May 23, 1989

IN REPLY REFER TO
ADE-P

Hon. Jodie E. Stavinoha
County Judge, Fort Bend
P. O. Box 368
Richmond, Texas 77469-0368

Dear Judge Stavinoha:

Recently we received a directive from the Highway Commission to proceed with the 1990-1991 Farm to Market Road Program.

The Program requirements are as follows:

1. Proposed projects may include reconstruction or rehabilitation of existing Farm to Market Roads, which is a decision to be made by the highway department.

2. Proposed projects may include new construction if such construction is an extension of an existing F.M. facility or completes a gap in the existing system.

3. Priority of selection will consist of routes with the highest traffic volume whose improvement will assist in economic development or serve potential traffic generators.

Therefore, using these guidelines we request that you submit a priority list of not more than [redacted] new projects for our consideration by [redacted]

The approximate amount of funds available from this program is $4,600,000.

This same letter will be submitted to the other five judges in our District for their priority list of potential projects.

Our recommendations for the program will be submitted in July for the approval by the Highway Commission in August 1989.

If you have any questions or comments, please advise. I will be available to come to your office to discuss this program if necessary.

Sincerely,

Milton M. Dietert, P.E.
District Engineer
District No. 12

RECEIVED
MAY 24 1989
COUNTY

AS PER ORIGINAL

39

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01953

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

May 31, 1989

The Honorable County Judge & Commissioners Court
Fort Bend County Annex
500 Jackson
Richmond, TX 77469

Re: Right-of-Way Agreement - Houston Lighting & Power/County of Fort Bend, Texas (Precinct 2)

Gentlemen:

The referenced agreement will be a matter for Commissioners' Court (closed session) on June 5, 1989.

Please find the enclosed material pertaining to the subject.

Sincerely,

A. J. Noto
Right-of-Way Agent

AJN/mk
enclosures: 6
cc: Judge Jodie Stavinoha
Commissioner R. L. "Bud" O'Shieles, Pct. 1
Commissioner Ben Denham, Pct. 2
Commissioner Alton B. Pressley, Pct. 3
Commissioner Bob Lutts, Pct. 4
Mr. Larry Wagenbach, Asst. D.A. - Civil Div.
Mr. Dan Gerken, Drainage District
Mr. Ron Drachenberg, County Engineer
file

0038 01954

Ben G. Denham
Fort Bend County
Commissioner
Precinct 2

RECEIVED
FEB - 9 1989

February 1, 1989

Mr. Ron Drachenberg
County Engineer
3403 Avenue F
Rosenberg, Texas 77471

IN RE: Kanak Subdivision

Dear ~~Mr.~~ Ron Drachenberg:

Upon a request of Mr. Pete Vacek, a resident of the above stated subdivision, Gene Freund, Don Teykl and I accompanied him to observe the drainage during a recent rain.

In observing the situation as it exists, we may need to obtain permission or right-of-way for drainage purposes along the H L & P (old sp.r.r.) from FM 442 north to Kanak Road and even along Kanak Road.

In order to make these improvements it may be necessary to address the condition of Deer Creek from FM 442 to Hwy 36.

Your attention on this matter is appreciated.

Sincerely,

BGD:lrf

Fresno, TX 713/431-0555 • Needville, TX 713/342-0508 • Needville, TX 409/793-4775 • P.O. Box 249 , Fresno, TX 77545

COUNTY OF FORT BEND

Engineering Department

0038
01955

P.O. Box 1449
Rosenberg, Texas 77471-1449

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

March 29, 1989

Mr. Clayton Williamson, Land & Right-of-Way Department
Houston Lighting & Power Co.
P. O. Box 1700
Houston, TX 77001

Re: Drainage along Guy Branch property @ Kanak Road

Dear Mr. Williamson:

Pursuant to our telephone conversation of yesterday, I have enclosed a Key Map and Profile of the ditch within the Houston Lighting & Power Company right-of-way.

The ditch should flow in both directions from Kanak Road.

Please advise the outcome of the Study by your Civil Engineers.

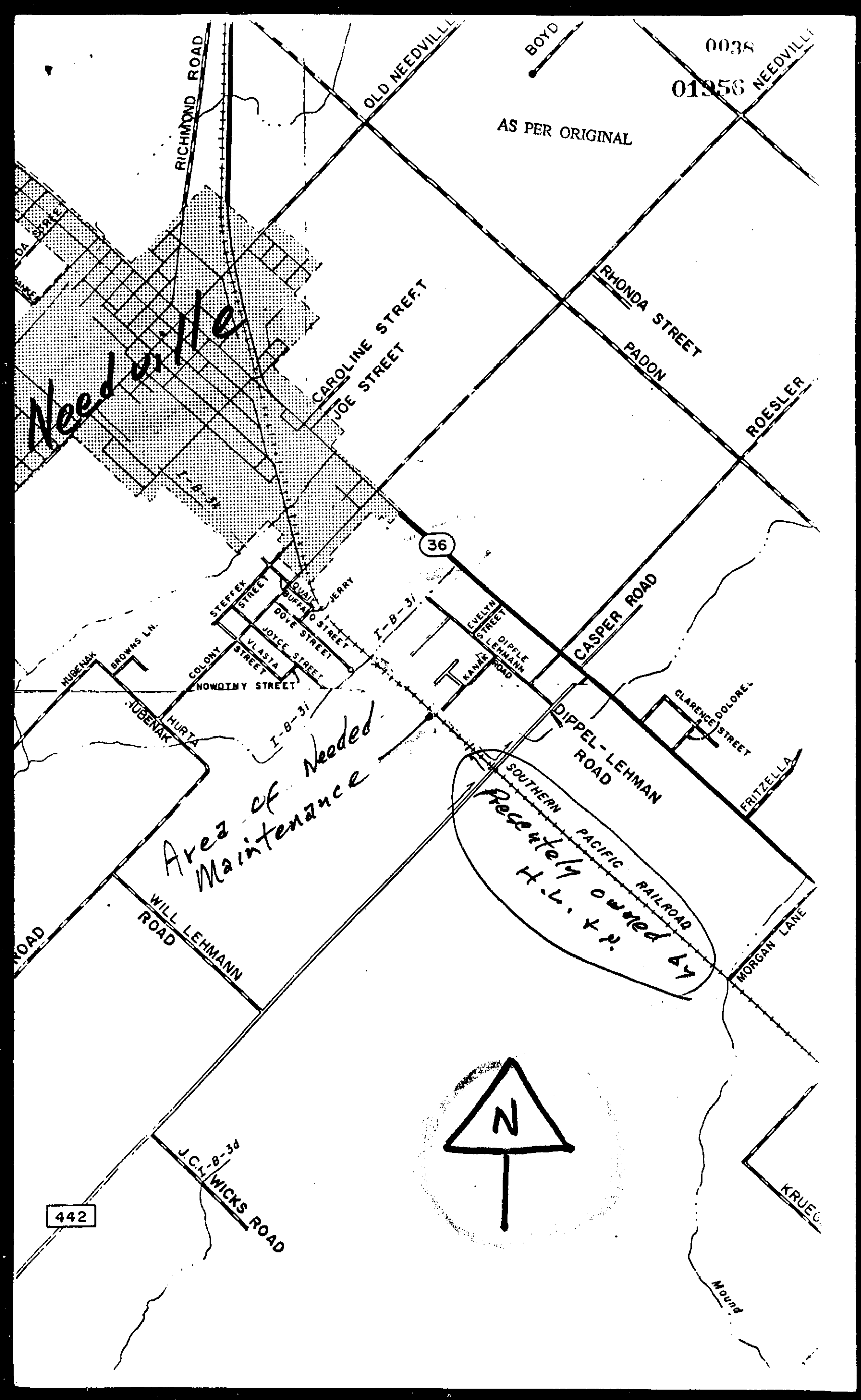
Should you have any questions, feel free to call.

Sincerely,

A. J. Noto

A. J. Noto
Right-of-Way Agent

enclosures
cc: Commissioner Ben Denham, Pct. #2
Mr. Ronald Drachenberg, County Engineer
Mr. Gene Freund, Asst. Engineer, Pct. #2
file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01956
AS PER ORIGINAL
RICHMOND ROAD
OLD NEEDVILLE
BOYD
NEEDVILLE
RHONDA STREET
PADON
ROESLER
CAROLINE STREET
JOE STREET
Needville
36
CASPER ROAD
STEFFEK STREET
QUAIL
BUFFALO STREET
JERRY
DOVE STREET
JOYCE STREET
VLASTA STREET
COLONY
NOWOTNY STREET
I-8-3i
EVELYN STREET
DIPPLE
LEHMANN ROAD
KANAK
BROWNS LN.
HUBENAK
HURTA
DIPPEL-LEHMAN ROAD
CLARENCE
DOLORES STREET
FRITZELLA
SOUTHERN PACIFIC RAILROAD
Area of Needed Maintenance
Presently owned by H.L. & P.
WILL LEHMANN ROAD
MORGAN LANE
N
J.C.I.-8-3d
WICKS ROAD
442
KRUEG
Mound

AS PER ORIGINAL

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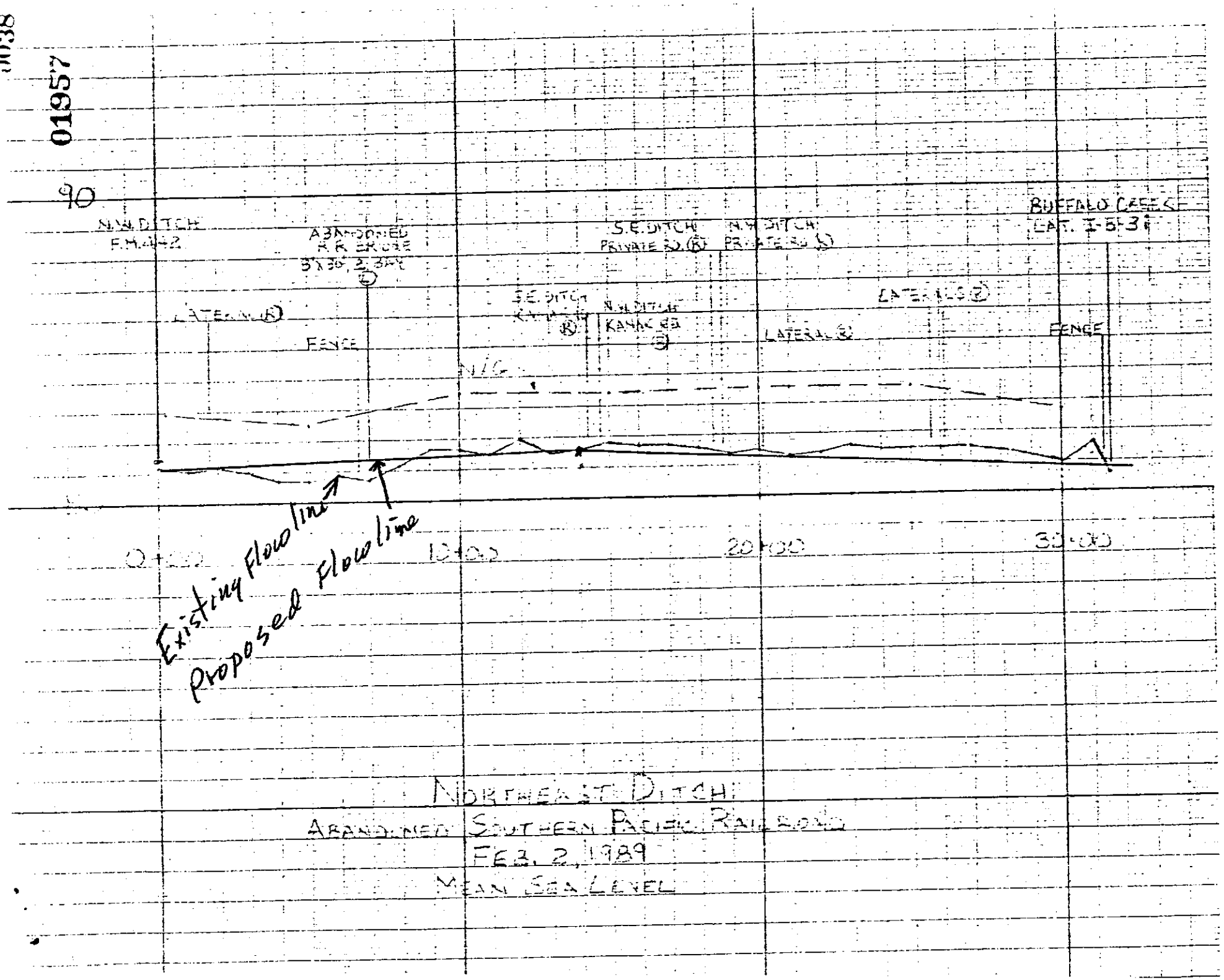
01957



NORTHEAST DITCH
ABANDONED SOUTHERN PACIFIC RAILROAD
FEB. 2, 1989
MEAN SEA LEVEL

The Light company
Houston Lighting & Power

P.O. Box 1700 Houston, Texas 77001 (713) 228-9211

May 9, 1989

Mr. Dan Gerken
Fort Bend County
Drainage District Engineer
P. O. Box 1449
Rosenberg, Texas 77471-1449

RE: **Right of Entry to the County of Fort Bend Along and Within Houston Lighting & Power Company's Guy Branch Right-of-Way; P.S. 268, Map Nos. C-920+C-921, Ref. No. W-165**

Dear Mr. Gerken:

Houston Lighting & Power Company has completed its review of the information sent to this Company regarding temporary access within the above referenced Houston Lighting & Power Company right-of-way. Based on the information provided, this Company will pose no objections to the granting of this Company's permission; however, the granting of this Company's permission is subject to the agreement of the County of Fort Bend (hereinafter called Grantee) to the following:

1) The permission herein granted is for a period which begins on May 15, 1989, and ends on August 15, 1989.

2) Grantee agrees to reimburse Houston Lighting & Power Company for the actual overtime cost incurred by this Company as a direct result of on site supervision for inspection purposes by Houston Lighting & Power Company personnel.

3) Grantee agrees said temporary access is for the purpose of drainage work within said right as requested by the County of Fort Bend in a letter dated March 29, 1989. No additional work shall be accomplished by Grantee without the prior written permission of Houston Lighting & Power Company.

4) Grantee agrees that the permission contained in this right of entry letter shall not constitute any permanent right and shall not constitute the establishment of a public or natural drainway.

5) Grantee agrees to be solely responsible for complying with all federal, state and local laws, rules and regulations concerning the permission herein granted.

6) Grantee agrees to remove all spoil from said right-of-way.

7) Grantee agrees to notify Houston Lighting & Power Company's Transmission Engineering Division, Supervisor, Mr. R. A. Raymond at 713/623-7106, his successor or assign, 48 hours prior to entry upon said right-of-way.

If all of the above conditions are not fulfilled and/or this agreement is not executed and returned within thirty (30) days of the above date, this agreement shall become null and void.

If the foregoing terms and conditions are acceptable, please have the appropriate official sign and return the original of the agreement, thereby indicating acceptance of the terms herein contained. Take care to have the signature properly notarized in the acknowledgement statement provided. Upon return of the executed original of this agreement, Grantee may notify Houston Lighting & Power Company of its intent and may begin construction on this Company's property.

Very truly yours,

HOUSTON LIGHTING & POWER COMPANY

Clayton L Williamson

Clayton L. Williamson, Senior Agent
Land & Right of Way Department
Land Management Division
713/623-3117

CLW/mw
Attachments

ACCEPTED AND AGREED

This _____ day of _____, 19____.

BY:_____
Name: Title:

STATE OF TEXAS

_____ COUNTY

BEFORE ME, the undersigned authority, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, of _____, known to me to be the person___ whose name___ is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A.D., 19____.

_____

Notary Public _____ County, Texas

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

May 17, 1989

Mr. Larry Wagenbach
Assistant District Attorney, Civil Division
309 S. Fourth Street
Richmond, TX 77469

Re: Right of Entry Agreement - H.L.& P./Fort Bend County

Dear Larry:

Enclosed is the agreement pertaining to the Kanak Road Ditch Drainage problem that we recently discussed.

In order to update you on the matter, Precinct 2 is requesting of H.L.& P. the right to enter their right-of-way to perform temporary drainage maintenance on an existing ditch to eleviate overflow of the Kanak Road ditches (map and profile attached).

Please review the document and advise me of any comments you may have.

Sincerely,

A. J. Noto
Right-of-Way Agent

AJN/mk
enclosures: 3
cc: Commissioner Ben Denham (enclosures not included)
Ron Drachenberg (enclosures not included)
file

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

May 22, 1989

Commissioner Ben Denham
Fort Bend County, Precinct 2
P. O. Box 249
Fresno, TX 77545

Re: Kanak Road Drainage (HL&P/Fort Bend County Agreement)

Dear Commissioner Denham:

The referenced agreement will be a matter to consider in the "Closed Session" of the Commissioners' Court Meeting of June 5th, 1989.

Please advise if the date does not meet with your approval.

Sincerely,

A. J. Noto

A. J. Noto
Right-of-Way Agent

AJN/mk
cc: Mr. Larry Wagenbach
Mr. Dan Gerken
Mr. Ron Drachenberg
file

40. 1:30 P.M.-OPEN BIDS FOR THE FOLLOWING: (1) FORD DEALER PARTS (#89-061); (2) WEED, BRUSH & INSECT CONTROL MATERIALS (#89-062); (3) MAINTENANCE SERVICE OF ELECTRIC & ELECTRONIC TYPEWRITERS (#89-063):

Open bids for Ford dealer parts:

The following bids were presented to Commissioners Court for review.

A) JACK ROACH FORD, INC.
B) JOE MYER"S FORD, INC,
C) RUSSELL & SMITH FORD, INC.

Open bids for weed, brush & insect control materials:

The following bids were presented to Commissioners Court for review.

A) DAMON FARM-RANCH
B) EL CAMPO SPRAYING SERVICE
C) ESTES CHEMICALS, INC.
D) GOLDTHWAITE'S OF TEXAS, INC.
E) J & B INDUSTRIES
F) PUBLIC HEALTH EQUIPMENT
G) TIMBERLAND INC.

Open bids for maintenance service of electric & electronic typewriters:

The following bids were presented to Commissioners Court for review.

A) ALL AMERICAN TYPEWRITER
B) ATLAS BUSINESS MACHINES
C) BREWINGTON, INC.
D) DAVIS BUSINESS MACHINES
E) DEAN WILLIAMS BUS. MACHINES
F) HARTWELL'S OFFICE WORLD, INC.
G) STARGEL OFFICE SYSTEMS
H) TWD BUSINESS SYSTEMS, INC.

41. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve bills as submitted by Robert Grayless, County Auditor.

42. ADJOURNMENT:

Commissioners' Court adjourned at 1:45 p.m. Monday, June 5, 1989.

40 0038
01964

BID ITEM: CONTRACT FOR THE PURCHASE OF FORD MANUFACTURED PARTS

BID NUMBER: 89-061

VENDORS NOTIFIED BY MAIL

COMPANY	BID PRICE
A.C. COLLINS FORD, INC.	
CHUCK MILLER FORD, INC.	
DUB MILLER FORD, INC.	
EAST BERNARD FORD, INC.	
GALLERIA AREA FORD, INC.	
HELFMAN FORD, INC.	
HUBENACK FORD, INC.	
JACK ROACH FORD, INC.	✓
JOE CAMP FORD, INC.	
JOE MYER'S FORD, INC.	✓
KINSEL FORD, INC.	
MARSHALL FORD-MERCURY, INC.	
MORT HALL FORD, INC.	
:RUSSELL AND SMITH FORD, INC.	✓
UNIVERSAL FORD SALES	
WESTWAY FORD, INC.	

0038 40 (2)
C1965

BID ITEM CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS

BID NUMBER: 89-062

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'180'$category

VENDOR NAME	BID PRICE
ACTION CLEANING EQUIPMENT CO.	
AIRWICK/AIRKEM PROFESSIONAL	
ALLSTATE CHEMICAL CORP.	
AMERI-CHEM	
AMTECH EQUIPMENT, INC.	
ARCHEM, INC.	
ARROW INTERNATIONAL	
BANNER LABS, INC.	
BASE-SEAL, INC.	
BID SOURCE, INC.	
BOETTCHER-HLAVINKA CO.	
BRADY ASSOCIATES	
CENTURY PAPERS, INC.	
CERTIFIED LABS	
CHEM CARE	
CHEM SPRAY, INC.	
CHEM-SPRAY, INC.	
CITY FARMER	
CRAIN CHEMICAL COMPANY	
DAMON FARM - RANCH	✓
DIXIE CHEMICAL COMPANY	
DYNATEK CHEMICALS	
E & H MANUFACTURING & SUPPLY	
EL CAMPO SPRAYING SERVICE	✓
ESTES CHEMICALS, INC.	✓
FT BEND CHAMBER OF COMMERCE	
GOLDTHWAITE'S OF TEXAS, INC.	✓
GULF CAOST PAPER, INC.	
GULF CHEMICALS COMPANY	
HAMILTON ENTERPRISES	
HUNTINGTON LABORATORIES SW, IN	
HYDROMULCH INC.	
INDUSTRIAL CHEMICAL CLEANER	
INDUSTRO-CHEM DISTRIBUTORS	
J & B INDUSTRIES	✓
JOHN G. REED	
L & A PRODUCTS OF HOUSTON, INC	
MALTER INTERNATIONAL	
MALTER INTERNATIONAL CORP	
MALTZ PAPER & CHEMICAL, INC.	
MOORE PAPER CO.	
NATIONAL AMERICAN SALES	
NATIONAL CHEMSEARCH	
NIEDERHOFER CHEMICAL CO.	
PARKER SUPPLY COMPANY	
PARKWAY RESEARCH CORP.	
PREMIUM SUPPLY CO., INC.	
PUBLIC HEALTH EQUIPMENT	✓
PURITAN/CHURCHILL CHEMICAL CO.	
R-R PAPER & INDUSTRIAL SUPPLY	

0038

01966

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'180'$category

VENDOR NAME	BID PRICE
REDWOOD CHEMICAL, INC.	
ROSENBERG/RICHMOND CHAMBER	
S & K'S ENVIRONMENTS OF TEXAS	
S.K.Y. ENTERPRISES	
SEED & TURF, INC.	
SHARE CORP	
SHIPP CHEMICAL CO., INC.	
SILVER & ASSOCIATES	
SOUTH COAST ENTERPRISES	
SOUTHWESTERN PETROLEUM CORP.	
STANDARD LABORATORIES, INC.	
TIDE PRODUCTS, INC.	
TIFCO INDUSTRIES	
TOTAL CHEMICAL SPECIALTIES	
UNITED LABORATORIES	
VAN WATERS & ROGERS	
WAREHOUSE & SHIPPING PRODUCTS	
WOOD CHEM SANITARY MAINTENANCE	
ZUMO CORPORATION	
COURTS HARDWARE	
Timberland Interp. Inc.	✓

0038 40 (3)
01967

BID ITEM: CONTRACT FOR MAINTENANCE SERVICE OF ELECTRIC & ELECTRONIC TYPEWRITERS

BID NUMBER: 89-063

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'600'$category

VENDOR NAME	BID PRICE
A-1 BUSINESS MACHINES	
A.B. DICK COMPANY	
ACCUDATA OF HOUSTON	
ALL AMERICAN TYPEWRITER	✓
AT&T	
ATLAS BUSINESS MACHINES	✓
BREWINGTON, INC.	✓
BROWARD BUSINESS MACHINES	
BUSINESS EQUIPMENT OF HOUSTON	
CANTER OFFICE EQUIPMENT	
CITICORP INDUSTRIAL CREDIT INC	
COPY PLUS SYSTEMS, INC.	
CORPORATE OFFICE PRODUCTS	
DATA ENTRY SOURCE	
DAVIS BUSINESS MACHINES	✓
DEAN WILLIAMS BUS. MACHINES	✓
DICTAPHONE CORPORATION	
DWANE DAVIS INTERNATIONAL	
FT BEND CHAMBER OF COMMERCE 2	
FT. BEND OFFICE SUPPLY	
GLOBAL SERVICES, INC.	
HARRIS/LANIER	
HARTWELL'S OFFICE WORLD, INC.	✓
IBM	
IMAGETEK CORPORATION	
INTL BUSINESS CONSUMABLES	
J.C.'S OFFICE SOLUTIONS	
JORDAN & ASSOCIATES, INC.	
M.L. COTHRAN & ASSOC., INC.	
MONROE SYSTEMS FOR BUSINESS	
PITNEY BOWES	
R & M BUSINESS MACHINES, INC.	
ROSENBERG OFFICE SUPPLY	
ROSENBERG/RICHMOND CHAMBER - 3	
S.T.C. OFFICE PRODUCTS	
SEALY OFFICE PRODUCTS, INC.	
SKYLINE BUSINESS EQUIPMENT	
SOUTH FLORIDA TYPEWRITER CO.	
STARGEL OFFICE SYSTEMS	✓
TWD BUSINESS SYSTEMS, INC.	✓
TWIN CITY BUSINESS MACHINES	
WALLACE BUSINESS EQUIPMENT INC	

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON JUNE 27, 19 89.

STARTING WITH
FILM CODE NO. 89 vol. 38 pg. 1758

ENDING WITH
FILM CODE NO. 89 vol.38 pg.1967

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Gloria A. Martin
GLORIA A. MARTIN DEPUTY

0038

01969

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 27 DAY OF JUNE, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 1970.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin

GLORIA G. MARTIN DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, JUNE 12, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of June 5, 1989.

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. Approve service/maintenance agreement(s) on various County equipment.

6. Consider amending budget in the following departments: (1) 268th District Court, Fees & Services; (2) Personnel Dept., Fees & Services.

7. Consider approval of interlocal agreement with City of Rosenberg for repairs to embankment slope at City's landfill.

8. Consider approving resolution approving Fort Bend Flood Control Water Supply Corp. resolution authorizing escrow agreement between the Corporation and First City, Texas-Houston, N.A., as Escrow Agent.

9. Consider approving execution of construction contract for drainage channel improvements and appurtenances for Middle Oyster Creek (Dulles Avenue to Frost Tract) between Fort Bend Flood Control Water Supply Corp. and Hassell Construction Co., Inc.

10. Consider approving execution of construction contract for drainage channel improvements and appurtenances for Middle Oyster Creek (Frost Tract to FM-1092) between Fort Bend Flood Control Water Supply Corp. and L&W Excavators, Inc.

11. Consider long distance telephone options for County departments.

12. Constable Ray Breeding, Pct. 2, re: (1) request to cancel bond for chief deputy Sam Mann and return bond to insurance company; (2) request approval of reserve deputy Billy Abrams, including bond & oath.

13. Consider approving renewal of contract with Texas Dept. of Health for health services for Fort Bend County.

14. Consider purchase of 3 desks from another vendor for County Clerk.

15. Consider approving plats for Oaks of Alcorn, Sec. 2 & 3; and Colony Meadows, Sec. 2, Pct. 4.

16. Consider accepting easement on Ditch II-B-10~~8~~G1, Pct. 1 and record same.

17. Consider cancelling award of bid for engineering services for landfill gas flare systems to GSF and award bid to Waste Energy Technology, Inc.

18. Take action on the following bids: (1) Ford dealer parts (#89-061); (2) Weed, brush and insect control materials (#89-062); (3) Maintenance service for electric & electronic typewriters (#89-063).

19. Meet in Closed Session to discuss litigation (BFI) as authorized by Art. 6252-17, Sec. 2(e), VTCS, and consider taking action.

20. 1:30 p.m. - Open and consider bids for the following: (1) Gasolines for Fort Bend County (#89-060); (2) Renovation of amphitheater/stage, George Memorial Library (#89-064); (3) Compaq desk pro 286 model or equal (#89-065).

21. Approve bills.

22. Adjournment.

FILED FOR RECORD
TIME 2:45 ~~A.M.~~ P.M.
JUN 8 1989
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda posted County Courthouse and Jane Long Annex, Richmond, Texas on Thursday, June 8, 1989 at 2:55 p.m. by Norma Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 12TH day of JUNE, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETING OF JUNE 5, 1989:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve meeting of JUNE 5, 1989 with corrections to page 2 #7, 11 & 12 and page 3 #15.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

   None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfer for VEHICLE MAINTENANCE. (Recorded in minutes in full)

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

   Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out-of-town travel request for CONSTABLE #2, COUNTY ENGINEER, AUDITOR, EXTENSION AGENT and COMMISSIONER #2. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENT(S) ON VARIOUS COUNTY EQUIPMENT:

   Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize a one year maintenance agreement for computer equipment at County Library at $2,289.60 annual charge. (Recorded in minutes in full)

6. CONSIDER AMENDING BUDGET IN THE FOLLOWING DEPARTMENTS: (1) 268TH DISTRICT COURT, FEES & SERVICES; (2) PERSONNEL DEPT., FEES & SERVICES:

   Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to amend fees & services for 268th District Court budget in the amount of $100,000 as presented by Debbie Monk, Administrative Assistant. Funds to come from Contingency Fund. (Recorded in minutes in full)

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 12th day of June, 1989, at a Regular Session of the Commissioner's Court, the following members being present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

NOW, THERETOFORE, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Vehicle Maintenance Repairs & Maint. 7019	$105,600.00	$101,600.00	($4,000.00)
Property & Equipment 1010	$6,300.00	$10,300.00	$4,000.00

DATE: June 7, 1989

DEPARTMENT HEAD: Sid McArthur

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

0038 4

01973

RECEIVED
JUN 6 1989
COUNTY JUDGE

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:

Sergeant Larry Welch to attend

Period: Date of Departure July 25, 1989 P.M.

Date of Return July 28, 1989 P.M.

Purpose of Trip: To attend Crime Stoppers Seminar

Places to be Visited: San Marcos, Texas

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

J. D. George
Name

June 6, 1989
Date

Sheriff
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

6/12/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

0038

01974

RECEIVED
JUN 6 1989
COUNTY JUDGE

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:

Sergeant T. Casteel, Deputy M. Netz, Detective L. Pittman to attend

Period: Date of Departure July 18, 1989 P.M.

Date of Return July 20, 1989 P.M.

Purpose of Trip: To attend "Cult Satanic Crimes" Training School

Places to be Visited: Austin, Texas

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

Jim George
J. J. S. Name

June 6, 1989
Date

Sheriff
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

6/12/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

6038

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED JUN 7 1989 COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Ben G. Denham

Nathaniel G. Watson

DATE OF DEPARTURE: June 23, 1989

DATE OF RETURN: June 24, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: 1990 Texas Outdoor Recreation Plan Workshop

MODE OF TRANSPORTATION: Personal or County Vehicle

****

DEPARTMENT HEAD APPROVAL: B. G. Denham - Precinct 2 - Road and Bridge
Name & Department

DATE: May 31, 1989

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 6/12/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

0038
01976

RECEIVED
JUN 8 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

P. Johnnie Cooper

Period: Date of Departure July 30, 1989

Date of Return August 4, 1989

Purpose of Trip: Attend National Association of County Agricultural Agents Annual Meeting

Places to be Visited: Newark, New Jersey

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

P. Johnnie Cooper
Name

June 5, 1989
Date

County Extension Agent
Title

* *

Approved: Commissioners' Court

County Judge

6/12/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

RECEIVED 1989 COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

Period: Date of Departure August 15, 1989

Date of Return August 18, 1989

Purpose of Trip: To attend Texas Association of Counties 1989 Post Legislative Conference

Places to be Visited: Austin, Texas

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

Roberto Douglas
Name

June 5, 1989
Date

County Auditor
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

6/12/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

JUN 9 1989
COUNTY JUDGE
0038
01978

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Gene Freund

Lynda Brdecka

DATE OF DEPARTURE: July 19, 1989

DATE OF RETURN: July 20, 1989

DESTINATION: Houston

PURPOSE OF TRIP: Attend the Preventive Maintenance of Traffic Control Devices Short Course

MODE OF TRANSPORTATION: county vehicle

****

DEPARTMENT HEAD APPROVAL: Ron D. Drachenberg, P.E., R.P.S./Engineering
Name & Department

DATE: 6-9-89

Ron D. Drachenberg
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 6/12/89

(Emergency Approval: _____ Date _____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

0038 01979

RECEIVED
JUN 9 1989
COUNTY JUDGE

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Sidney M. Shaver

DATE OF DEPARTURE: June 27, 1989

DATE OF RETURN: June 28, 1989

DESTINATION: Houston

PURPOSE OF TRIP: Attend the TX. Floodplain Management Assoc. 1st. Annual Hurricane Conference and Flood Insurance Seminar.

MODE OF TRANSPORTATION: county vehicle

****

DEPARTMENT HEAD APPROVAL: Ron D. Drachenberg, P.E., R.P.S./FBC Engineer
Name & Department

DATE: 6-9-89

Ron D. Drachenberg
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 6/12/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

County Judge
0038

01980

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

RAY L. BREEDING ✓
SAM J. MANN SR ✓
C.W. EMBREE
JOE PREJEANS
P. TAYLOR
J. NAJERA
M. FISHER
D. MUDD

B. ROMANO
C. HODGES
F. TWARDOWSKI
B. ABRAMS

DATE OF DEPARTURE: JUNE 23, 1989

DATE OF RETURN: JUNE 23, 1989

DESTINATION: AUSTIN, TEXAS

PURPOSE OF TRIP: TO ATTEND GOVERNOR'S LAW ENFORCEMENT CONFERENCE

MODE OF TRANSPORTATION: COUNTY VEHICLES, AND ONE POV

****

DEPARTMENT HEAD APPROVAL: PCT 2 CONSTABLE'S DEPARTMENT
Name & Department

DATE: 9 JUN 89

Roy Breeding
Signature

****

expenses for County employees, full time only.

APPROVED COMMISSIONERS COURT: Presiding Official Joe E. Stavinoha

Date 6/12/89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

#5 0038

paradyne EQUIPMENT MAINTENANCE AGREEMENT

Contract No. 01981

Customer Name FORT BEND COUNTY LIBRARY (hereinafter referred to as "Customer")

located at 1001 Golfview City Richmond State TX Zip 77469

hereby contracts for and PARADYNE CORPORATION (hereinafter referred to as "PARADYNE") by its acceptance agrees to provide, and Customer agrees to accept, subject to the terms and conditions on the reverse side of this Agreement, for a term of * month(s), maintenance service on the Equipment listed below.

1 x 12 months

ITEM	QTY.	MODEL	DESCRIPTION	SITE (city & state)	MAINTENANCE ZONE	UNIT MONTHLY MAINTENANCE CHARGE	TOTAL MONTHLY MAINTENANCE CHARGE
1	2	2030-12	2030 Stat mux 4 port s/n = 574982, 574978	STAFFORD, TX	1	$37.10	$ 74.20
2	2	2961-14	DCX861 Mux 8 Port s/n = 431308, 431307	RICHMOND, TX	1	$58.30	$ 116.60
3	4	2914-03	LDM 5A s/n = 5479059, 5479064, 5923062, 5923053	RICHMOND, TX	1	$ 5.30	$ 21.20
							$ 212.00

1 x 12 = $2544.00

LESS 10% DISCOUNT OF $ 254.40

TOTAL $2289.60

STANDARD MONDAY THRU FRIDAY 8:00 a.m. - 5:00 p.m. ON SITE MAINTENANCE

EFFECTIVE 7/1/89 THROUGH 6/30/90

☐ Taxable ☒ Tax Exempt (attach certificate)

P.O. No. _____ Bill to Address: (if different from above)

AGREED TO (Customer): RSB

Authorized Signature Date

Typed or Printed Name

Title

ACCEPTED BY: PARADYNE CORPORATION, LARGO, FL

Authorized Signature Date

Typed or Printed Name

Title

ACCEPTANCE OF THIS AGREEMENT IS CONTINGENT UPON ACCEPTANCE BY PARADYNE HOME OFFICE PERSONNEL

1. TERM OF AGREEMENT
This Agreement shall be effective from the date accepted by PARADYNE and shall remain in effect for the term stated on the face hereof for each unit of Equipment commencing with the commencement date as defined herein.

2. MONTHLY CHARGES
Unless otherwise agreed to in writing, monthly charges commence the day following that on which PARADYNE installs each unit of Equipment ready for use, unless installation is delayed by Customer or a third party, or the Equipment is to be installed by Customer, in which case, monthly charges commence seven (7) days after shipment. The monthly charges for the current month are due and payable on the first day of that month. Charges for fractional parts of a calendar month will be based on 1/30 of the monthly charge for each day in the fractional month. Interest on any past due payment or part thereof shall accrue at the rate of 1½% per month beginning thirty (30) days from the date of invoice, or if this interest rate exceeds the maximum allowed by applicable law, then at the maximum lawful rate.

3. RISK OF LOSS
Customer will bear the entire risk of loss, damage, destruction or theft of the Equipment for any reason, other than the negligence of PARADYNE, its employees or authorized agents, during the term of this Agreement.

4. SERVICE AND WARRANTY
During the term of this Agreement and so long as Customer is not in default hereunder, PARADYNE agrees to maintain the Equipment in good working order and to make repairs and replacements in accordance with the maintenance service coverage indicated on the face hereof and the then current PARADYNE Service Policy. For this purpose, Customer agrees to furnish PARADYNE reasonable access to said Equipment. Customer agrees not to permit employees or others not authorized by PARADYNE to repair or maintain the Equipment.
THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. EQUIPMENT RELOCATION
Any relocation of Equipment by Customer requires written notification to PARADYNE within thirty (30) days of such relocation. Customer shall be responsible for knowledge of the location of each unit of Equipment and for any damage or malfunctions arising from such relocation. In the event Equipment is relocated from one maintenance zone to another, the new zone maintenance charges shall apply.

6. TAXES
In addition to the price, fee and/or other charges to be paid by Customer under this agreement, Customer shall pay any applicable taxes, duties or assessments however designated, exclusive of PARADYNE'S federal and state net income taxes, and franchise taxes.

7. FORCE MAJEURE
PARADYNE shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including, without limitation, fire, accident, act of public enemy, war, rebellion, insurrection, strike, lock out, work slow down, or similar industrial or labor action, sabotage, transportation delay, shortage of raw material, energy or machinery, act of God, acts or omissions of Customer, or the order or judgment of any federal, state, local or foreign court, administrative agency or governmental officer or body.

8. PARADYNE INTELLECTUAL PROPERTY
(a) As used in this paragraph:
"Program" means instructions designed to achieve a certain result, whether denominated software or firmware, wherever resident and on whatever media and all related documentation furnished to Customer.
"Paradyne Intellectual Property" includes all Programs furnished by PARADYNE and all other material furnished by PARADYNE relating to the use and service of Equipment, including copies thereof and the information contained therein.
(b) Paradyne Intellectual Property shall remain confidential and the proprietary property of PARADYNE. Paradyne Intellectual Property is furnished to Customer on a non-exclusive license basis and Customer agrees to keep and use such Paradyne Intellectual Property on a confidential basis. Unless Customer has obtained PARADYNE'S prior written consent, Customer shall not use any Paradyne Intellectual Property on, or in connection with, equipment not provided by PARADYNE. Customer shall not use or cause to be used any Paradyne Intellectual Property for the benefit of any other party whether or not for a consideration. Customer shall not sub-license, sell, rent, loan, disclose or otherwise communicate, make available or assist any unauthorized third party to use Paradyne Intellectual Property or any part or modification thereof or make it available to any person not in the employ of Customer. Customer shall make no copies of Paradyne Intellectual Property without PARADYNE'S prior written consent. As to copies made by Customer with PARADYNE'S consent, Customer agrees to duplicate and include PARADYNE'S copyright notice and any PARADYNE proprietary information notice on all such copies, including copies in machine readable form, and to maintain records of the location of all copies. Customer shall take all reasonable precautions to maintain the confidentiality of Paradyne Intellectual Property, and shall use at least the same degree of care in protecting Paradyne's Intellectual Property as Customer uses to protect its own proprietary materials and property.
(c) If Customer ceases to use the Equipment, Customer shall thereafter cease to use any Paradyne Intellectual Property or any facsimile thereof, delete it from its library, and return to PARADYNE all such Paradyne Intellectual Property along with a written certification to PARADYNE that all copies of such Paradyne Intellectual Property have either been returned to PARADYNE or destroyed by Customer.
(d) If Customer desires to sell purchased Equipment to a third party, Customer shall notify PARADYNE in writing and may not transfer or provide Paradyne Intellectual Property to the purchaser from Customer without the prior written consent of PARADYNE which will be granted only if the purchaser has agreed in writing to be bound by the provisions of this paragraph.
(e) PARADYNE shall have and may cumulatively exercise all rights as it might have at law or in equity for the protection of Paradyne Intellectual Property including an injunction enjoining the breach or threatened breach of this paragraph.

9. INSTALLATION
It is the responsibility of Customer to make available a suitable place for installation of the Equipment with all required facilities, including, but not limited to, suitable electric current and communications cables. Requested installation will be performed in accordance with PARADYNE'S then current installation policy. If Customer elects to install the Equipment, Customer shall be solely responsible for any damage to the Equipment resulting from the Customer's installation thereof. If the necessary facilities and/or appropriate installation site are not made available to PARADYNE when the Equipment is delivered as ordered by Customer, PARADYNE may, without penalty, delay installation and further performance under this Agreement until such facilities and installation site are available.

10. DAMAGE OR UNAUTHORIZED MODIFICATIONS
PARADYNE'S obligations hereunder shall be void if the Equipment is subjected to unusual physical or electrical stress, accidental, misuse or other damage, or if Customer, without PARADYNE'S prior written consent, makes any modification, alteration, or other change to the Equipment or uses additional attachments, features, or devices in connection therewith.

11. PRICE ADJUSTMENTS
PARADYNE may increase its monthly maintenance charges upon 30 days prior written notice to Customer. The adjusted rate may not exceed PARADYNE'S published rates for commercial users in effect on the adjustment date.

12. INDEMNIFICATION
Customer agrees to defend, indemnify and hold PARADYNE harmless from any loss, property damage, personal injury or expense, including legal expense, incurred by any employee, agent, invitee or licensee of Customer or any other person, regardless of how caused, if arising out of the use or possession of the Equipment by Customer, unless such loss, property damage, personal injury, or expense, including legal expense, was caused solely by the gross negligence or willful misconduct of PARADYNE, its employees or authorized agents. IN NO EVENT WILL PARADYNE BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT, TORT OR ANY OTHER BASIS, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

13. ASSIGNMENT
Customer may not sublease or assign its rights or obligations under this Agreement without the prior written consent of PARADYNE or its assignee. PARADYNE may assign this Agreement and such assignment shall transfer all of the assignor's rights free of all defenses, set offs, or counter claims which Customer may be entitled to assert against PARADYNE. No such assignee shall assume or undertake any obligation of PARADYNE without written acceptance thereof expressed in the instrument of assignment, and Customer shall continue to look to PARADYNE for performance of such obligations. Customer agrees to honor any assignment made hereunder, and thereafter to pay all amounts due by Customer to assignee. A successor in interest by merger, operation of law, or purchase of the entire or substantially all of the business of either party shall acquire all interest and be subject to all obligations of such party hereunder.

14. DEFAULT
The occurrenceof any of the following will constitute an event of default ("Event of Default") by Customer:
(a) Failure by Customer to pay any monthly or other charge or payment within thirty (30) days from the due date.
(b) Any breach or failure by Customer to observe or perform any of Customer's non-monetary obligations for a period of thirty (30) days after notice of such breach or failure is given to Customer.
(c) Any representation or warranty made by Customer herein or if any statement or certificate furnished by Customer is untrue in any material respect as of the date of the making thereof, and is not made good within thirty (30) days after written notice thereof to Customer, or Customer becomes insolvent or is generally unable to pay its debts as such debts become due.
(d) Proceedings are instituted by Customer under the Federal Bankruptcy Code or any similar federal or state law for the relief of debtors, or are instituted against Customer and not dismissed within thirty (30) days after such institution.
(e) Any order, judgment or decree is entered in any proceeding by any court of competent jurisdiction appointing, without the consent of Customer, a receiver, trustee or liquidator of Customer or of any substantial part of any of its property, or sequestering any substantial part of the property of Customer, and any such order, judgment or decree of appointment of sequestration shall remain in force undismissed, unstayed or unvacated for a period of ninety (90) days after the date of entry thereof.

15. REMEDIES
Upon the occurrence of any Event of Default, PARADYNE may, at its sole option:
(a) Proceed by appropriate court action to enforce performance by Customer of this Agreement and any and all contracts hereunder and/or to recover damages for a breach thereof, or
(b) By notice in writing to Customer terminate this Agreement or Customer's right of possession of the Equipment, or both, whereupon all right, title and interest of Customer in the Equipment shall terminate, but Customer shall remain liable as hereinafter provided. Thereafter, PARADYNE may by its agents enter upon any premises where the Equipment may be located and take, hold, possess, and enjoy the same free from any right of Customer, but PARADYNE shall nevertheless have a right to recover from Customer (i) any and all amounts which may then be due or which may have accrued to the date of such termination; and (ii) any additional damages and expenses which PARADYNE has sustained by reason of the breach of any covenant of this Agreement and such other expenses as are expended or incurred in connection with the seizure, storage, rental or sale of the Equipment or in the enforcement of any right or privilege hereunder.
If upon the occurrence of any Event of Default, PARADYNE brings suit or refers this Agreement to an attorney for enforcement of PARADYNE'S rights, Customer shall pay to PARADYNE reasonable attorneys' fees, together with PARADYNE'S collection expenses and court costs.

16. TERMINATION
Customer shall provide a written termination notice ninety (90) days before the expiration date for any maintenance agreement. If such written notice is not given, the maintenance service shall be automatically extended on a month-to-month basis.

17. SEVERABILITY
No right or remedy herein conferred upon or reserved to PARADYNE is exclusive of any other right or remedy herein or by law or equity provided or permitted. All such rights and remedies are cumulative and may be enforced concurrently or from time to time. If any part of this Agreement is judicially determined to be invalid, the parties agree that all remaining parts shall remain in full force and effect.

18. NOTICES
All notices shall be in writing and shall be furnished to the recipient at recipient's address set forth above by hand delivery, certified or registered mail or prepaid telegram. All notices shall be deemed to have been given or made on the date received by the recipient.

19. GOVERNING LAW; ENTIRE AGREEMENT
This Agreement shall be construed in accordance with the laws of Florida. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and may be modified only by a written instrument executed by Customer and an authorized officer of PARADYNE. Neither Customer nor PARADYNE shall be bound by any oral agreement or representation.

0038

REQUISITION
FORT BEND COUNTY PURCHASING DEPARTMENT

01983

DEPARTMENT George Memorial Library | DEPARTMENT PHONE NO. 342-4455 | DATE: June 8, 1989

DELIVERY ADDRESS 1001 Golfview Drive | DEPT. REQN. NO. 3643L

Richmond, TX 77469 | P.O. #

DIST. CODE: 1050-0030-4010 | 2D P.O. #

QTY.	COMPLETE DESCRIPTION, CATALOG PAGE #, ETC.	UNIT PRICE	TOTAL AMT.
2	2030 Stat Mux s/n 574982, 574978 @ 37.10 ea./mo.		890.40
2	DCX 861 Mux s/n 431308, 431307 @ 58.30 ea./mo.		1,399.20
4	LDM 5A s/n 5479059, 5479064, 5923053, 5923062 @ 5.30 ea./mo.		254.40
	SUB TOTAL		2,544.00
	LESS 10% DISCOUNT		(254.40)
	MAINTENANCE AGREEMENT EFFECTIVE 7-1-89 through 6-30-~~89~~ 90	TOTAL COST	2,289.60

JUSTIFICATION: (ONLY IF INDICATED)

JUSTIFICATION (CONTD.)

LAST KNOWN SOURCE: Paradyne, Brookhollow Central III, 2950 North Loop West, Ste. 800, Houston, TX 77092

NEAREST PLANT/PIT/SIDING

DEPARTMENT HEAD SIGNATURE DATE R.S. Bradley 6-9-89 J Stavinoha

PURCHASING AGENT

SELECTED VENDOR (PURCHASING)

§262.034 TEXAS LOCAL GOVERNMENT CODE: A county officer or employee commits an offense if the officer or employee knowingly or intentionally makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 262.023. An offense under this subsection is a Class B misdemeanor. A final conviction under this subsection results in the immediate removal of the county officer or employee from the office or position.

FOR USE OF PURCHASING DEPARTMENT ONLY

PURCHASING COPY

6 0038

01984

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 341-8619

Request $4,500 in Personnel Department budget under fees and service line items.

1. $800 expenses for consultant while he is in Fort Bend County auditing Cooper & Lybrand salary program.

2. $1,250 for Certi-Test, Inc. to write plan document for Fort Bend County to bring us into compliance with Section 89 Federal Law.

3. $2,450 to hire attorney's with Fullbright & Jaworski to conduct a Personnel Law workshop for county department heads and their management staffs.

   Subjects to be covered:

   A. Wages, Hours and Working Conditions

   B. Discrimination Law

   C. Wrongful Discharge

   D. Disciplinary Action and the Law

   E. Living with the Law

fees + services approved

RECEIVED
JUN 9 1989
COUNTY JUDGE

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to amend Personnel Department fees & service budget in the amount of $4,500 as presented by Richard Selleh, Personnel Director.

7. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH CITY OF ROSENBERG FOR REPAIRS TO EMBANKMENT SLOPE AT CITY'S LANDFILL:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Interlocal Agreement with City of Rosenberg for repairs to embankment slope at city's landfill. (Recorded in minutes in full)

8. CONSIDER APPROVING RESOLUTION APPROVING FORT BEND FLOOD CONTROL WATER SUPPLY CORP. RESOLUTION AUTHORIZING ESCROW AGREEMENT BETWEEN THE CORPORATION AND FIRST CITY, TEXAS-HOUSTON, N.A., AS ESCROW AGENT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to adopt resolution approving Fort Bend Flood Control Water Supply Corp. to authorize escrow agreement between the corporation and First City, Texas-Houston, N.A., as escrow agent, as presented by Joe Allen, Vinson & Elkins.

9. CONSIDER APPROVING EXECUTION OF CONSTRUCTION CONTRACT FOR DRAINAGE CHANNEL IMPROVEMENTS AND APPURTENANCES FOR MIDDLE OYSTER CREEK, (DULLES AVENUE TO FROST TRACT) BETWEEN FORT BEND FLOOD CONTROL WATER SUPPLY CORP. AND HASSELL CONSTRUCTION CO., INC.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to accept construction contract for drainage channel improvements and appurtenances for Middle Oyster Creek, (Dulles Avenue to Frost Tract) between Fort Bend Flood Control Water Supply Corp. and Hassell Construction Co., Inc., as presented by Joe Allen, Vinson & Elkins and Paul Lippke, Lichliter/Jameson & Assoc.

10. CONSIDER APPROVING EXECUTION OF CONSTRUCTION CONTRACT FOR DRAINAGE CHANNEL IMPROVEMENTS AND APPURTENANCES FOR MIDDLE OYSTER CREEK (FROST TRACT TO FM-1092) BETWEEN FORT BEND FLOOD CONTROL WATER SUPPLY CORP. AND L&W EXCAVATORS, INC.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to accept construction contract for drainage channel improvements and appurtenances for Middle Oyster Creek between Fort Bend Flood Control Water Supply Corp. and L&W Excavators, Inc.

11. CONSIDER LONG DISTANCE TELEPHONE OPTIONS FOR COUNTY DEPARTMENTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to postpone for further study.

12. CONSTABLE RAY BREEDING, PCT. 2, RE: (1) REQUEST TO CANCEL BOND FOR CHIEF DEPUTY SAM MANN AND RETURN BOND TO INSURANCE COMPANY; (2) REQUEST APPROVAL OF RESERVE DEPUTY BILLY ABRAMS, INCLUDING BOND & OATH:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to authorize cancellation of bond for chief deputy Sam Mann and return bond to insurance company as requested by Ray Breeding, Constable Precinct #2. (Recorded in minutes in full)

AS PER ORIGINAL 0038

01986

CITY OF
ROSENBERG

May 30, 1989

Honorable Judge Jodie Stavinoha
County of Fort Bend
Post Office Box 368
Richmond, Texas 77469

Dear Judge Stavinoha:

Transmitted herewith are two copies of the interlocal agreement between Fort Bend County Precinct Number 1 and the City of Rosenberg for repairs to the embankment slope at the City's landfill. They have both been signed by Mayor Wilkinson.

Please return one executed copy to us after you have signed them.

Sincerely,

Susan Crim

Susan Crim
City Secretary

Enclosure/2 copies Interlocal Agreement

RECEIVED
JUN 1 1989
COUNTY JUDGE

2110 FOURTH STREET ★ P.O. BOX 32 ★ ROSENBERG, TEXAS 77471-0032 ★ (713)342-3850

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY PRECINCT NUMBER ONE
AND THE CITY OF ROSENBERG, TEXAS**

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

WHEREAS, the City desires that the County assist with excavation, filling and lining of landfill cells and in the construction and repairs to the embankment slope at the City's landfill; and,

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

WHEREAS, the County desires to assist the City with excavation, filling and lining of landfill cells and in the construction and repairs to the embankment slope at the City's landfill; and,

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 mutual agree as follows:

1. The County may make repairs or commence construction on the City landfill upon written notice by the Mayor of the City to the County Commissioner within whose precinct said project is located.

2. The letter from the Mayor of the City shall set forth the following:

a. Describe in detail the repair item and provide detailed plans of the specific items the City desires the County's assistance on and 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. 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 project is located, will review and consider the request, and if equipment and man-power is available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County, the County 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 County agrees to furnish all necessary equipment and equipment operators, at no cost to the City, necessary for the repair and construction of the project.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time or after of the County's performing the necessary task of repair and construction. 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. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

7. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1989, and must be renewed annually thereafter.

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

SIGNED this 30th day of May, 1989.

CITY OF ROSENBERG

Larry Wilkinson

LARRY WILKINSON, Mayor

ATTEST:

Susan Crim

Susan Crim, City Secretary

SIGNED this 12th day of June, 1989.

COUNTY OF FORT BEND

Jodie E. Stavinoha

JODIE E. STAVINOHA, County Judge

ATTEST:

Dianne Wilson, County Clerk

AS PER ORIGINAL

0038 12/1

01990

June 8, 1989

Commissioner Ben Deham
2725 Highway 521 No.
Fresno, Texas 77545

Re: Cancellation and subsequent retrieval of Bond of
Chief Sam J, Mann, Sr.

Subject bond was obtained in Jan. 89, based on information that it was required. However we learned later that there is no requirement for a full-time paid deputy to purchase a bond, because the deputy is fully covered by the bond of the Constable himself. (Bonds are only required for reserve deputies).

The insurance agency advised that they would refund the $50.00 paid for the bond and cancel it in it's entirety, if we would return the original bond to this office.

The county clerk's office advised that they would return the original bond to me (to subsequently return it to the agency) only after approval by Commissioners Court.

I therefore request cancellation of Deputy Mann's bond, and that it be returned to my office for further disposition.

Respectfully,

Ray L Breeding
Constable, Pct. 2
Fort Bend County

cc: County Judge
Commissioner O'Shields
Commissioner Pressley
Commissioner Lutts
County Clerk D. Wilson

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to postpone for further study.

13. CONSIDER APPROVING RENEWAL OF CONTRACT WITH TEXAS DEPT. OF HEALTH FOR HEALTH SERVICES FOR FORT BEND COUNTY:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to approve renewal of contract with Texas Dept. of Health for health services for Fort Bend County. (Recorded in minutes in full)

14. CONSIDER PURCHASE OF 3 DESKS FROM ANOTHER VENDOR FOR COUNTY CLERK:

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

15. CONSIDER APPROVING PLATS FOR OAKS OF ALCORN, SEC. 2 & 3; AND COLONY MEADOWS, SEC. 2, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to approve plat for Oaks of Alcorn, Sec. 2 & 3. Plat and Letter of Credit were presented to Commissioners' Court. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to approve plat for Colony Meadows, Sec. 2, Pct. 4. Plat was presented to Commissioners' Court. (Recorded in minutes in full)

16. CONSIDER ACCEPTING EASEMENT ON DITCH II-B10-GL, PCT. 1 AND RECORD SAME:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to accept easement on Ditch II-B10-GL (from State Highway 36 to Foster School Rd.) from John V. Petrusek. (Recorded in minutes in full)

17. CONSIDER CANCELLING AWARD OF BID FOR ENGINEERING SERVICES FOR LANDFILL GAS FLARE SYSTEMS TO GSF AND AWARD BID TO WASTE ENERGY TECHNOLOGY, INC.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to cancel bid with GSF for landfill gas flare systems and award bid to Waste Energy Technology, Inc. in amount of $50,830. (Recorded in minutes in full)

18. TAKE ACTION ON THE FOLLOWING BIDS: (1) FORD DEALER PARTS (#89-061); (2) WEED, BRUSH AND INSECT CONTROL MATERIALS (#89-062); (3) MAINTENANCE SERVICE FOR ELECTRIC & ELECTRONIC TYPEWRITERS (#89-063):

Take action on Ford dealer parts:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to postpone.

Take action on weed, brush and insect control materials:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, the Commissioners' Court finds that the best bid be awarded to all vendors based on price, availability and product meeting spec at time of purchase.

AS PER ORIGINAL

0038
01992 AGENDA ITEM
13

MAY 24 1989

Texas Department of Health

Robert Bernstein, M.D., F.A.C.P.
Commissioner

1100 West 49th Street
Austin, Texas 78756-3199
(512) 458-7111

Robert A. MacLean, M.D.
Deputy Commissioner
Professional Services

Hermas L. Miller
Deputy Commissioner
Management and Administration

May 18, 1989

Walter E. Culpepper,M.D.
Director
Fort Bend County
Health Department
P. O. Box 668
Rosenberg, Texas 77471

TDH Document No. C9000528
Change 1

Dear Doctor Culpepper:

Enclosed are copies of the above referenced contract for signature and return. Please review and fill in any blanks, including the estimated number to be served and complete and verify the accuracy of the vendor identification number, if applicable. The appropriate official of the authorized contracting entity should sign and date each copy.

All copies should be returned to this division within 45 days of receipt or sooner, if possible. Incomplete items may require return which could delay payment.

If you have any questions, please contact us at (512) 458-7470.

Sincerely,

Peggy Belcher
for Julian M. Kosh, Jr., Director
Grants Management Division

JMK:wa

Enclosures

RECEIVED
MAY 30 1989
COUNTY JUDGE

TEXAS DEPARTMENT OF HEALTH
1100 West 49th Street
Austin, Texas 78756-3199
CONTRACT CHANGE NOTICE No. 1

STATE OF TEXAS
COUNTY OF TRAVIS

TDH Document No. C9000528

The Texas Department of Health, hereinafter referred to as Receiving Agency, did heretofore enter into a contract in writing with Fort Bend County Health Department, hereinafter referred to as Performing Agency. The parties thereto now desire to amend such contract as follows:

Summary of Transaction:

Contract for local public health services.

Att. No. 2a - Revised budget for comprehensive health services.

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:
Fort Bend County Health Department
PERFORMING AGENCY

By: _____
(Signature of person authorized to sign contracts)

_____
(Name and Title)

Date: _____

RECOMMENDED:

By: _____
(**PERFORMING AGENCY** Director, if different from person authorized to sign contract)

Texas Department of Health
RECEIVING AGENCY

By: _____
(Signature of person authorized to sign contracts)
Hermas L. Miller
Deputy Commissioner
Management and Administration
(Name and Title)

Date: _____

APPROVED AS TO FORM:

By: _____
Office of General Counsel

DETAILS OF ATTACHMENTS

Att. No.	TDH Program	Term Begin	Term End	State Pos. or Grant	Source of Funds*	Amount
01	COMMUNITY & RURAL HEALTH	9/ 1/88	8/31/89	Pos.(1)	STATE	$ - 10,628.40
02A	COMMUNITY & RURAL HEALTH	9/ 1/88	8/31/89	Grant	STATE 13.991	$ 25,056.00
TDH Document No. C9000528 Change 1		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			TOTAL	$ 35,684.40

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable.

REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

TEXAS DEPARTMENT OF HEALTH

Receiving Agency/Program: Community and Rural Health
Performing Agency: Fort Bend County Health Department
TDH Document No. C9000528 Change #1 Term: September 1, 1988 - August 31, 1989
Attachment/Amendment No. 2a IAC No.

REVISED BUDGET

APPLICATION FOR FEDERAL ASSISTANCE (Short Form)
PART II - BUDGET DATA

Object Class Categories	Current Approved Budget (a)	Change Requested (b)	New or Revised Budget (c)
1. Personnel	$19,800.00	$252.00	$20,052.00
2. Fringe Benefits	4,944.00	60.00	5,004.00
3. Travel	.00	.00	.00
4. Equipment	.00	.00	.00
5. Supplies	.00	.00	.00
6. Contractual	.00	.00	.00
7. ~~Construction~~ (N/A)	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
8. Other	.00	.00	.00
9. Total Direct Charges	$24,744.00	$312.00	$25,056.00
10. Indirect Charges	.00	.00	.00
11. TOTAL	$24,744.00	$312.00	$25,056.00
12. Federal Share	$24,744.00	$312.00	$25,056.00
13. Non-Federal Share	$.00	$.00	$.00
14. Program Income	$.00	$.00	$.00

15. Detail on Indirect Costs:

Type of Rate (Mark one box) ___Provisional ___Predetermined
___Final ___Fixed

Rate ____% Base $_____ Total Amount $_____

PART III - Program Narrative Statement
(Attach additional sheets, if necessary)

Contract for comprehensive health services; revised budget to provide merit increase effective 3/89.

Revised number to be served: 7,630 (atts. 1 & 2a; no change).

AS PER ORIGINAL

Texas Commerce Bank

Texas Commerce Bank
NATIONAL ASSOCIATION
INTERNATIONAL BANKING GROUP
P.O. Box 2558, Houston, Texas 77252-2558
717 Travis Street, Houston, Texas 77002-8300 TELEX: 166053 TCB

ISSUE DATE: MAY 31, 1989 #15
L/C NO.: I-404752

0038
01996

Advising Bank

********** DIRECT **********

APPLICANT:
SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

Beneficiary

MAIL TO
FORT BEND COUNTY JUDGE JODIE E.
STAVINOHA OR HIS SUCCESSORS IN
OFFICE
RICHMOND, TEXAS 77469

AMOUNT: USD 213,400.00
(TWO HUNDRED THIRTEEN THOUSAND
FOUR HUNDRED AND 00/100
UNITED STATES DOLLARS)

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR FOR THE ACCOUNT OF SUGARLAND PROPERTIES INCORPORATED, FOR A SUM OR SUMS, NOT TO EXCEED IN THE AGGREGATE, THE AMOUNT OF TWO HUNDRED THIRTEEN THOUSAND FOUR HUNDRED AND NO/100 ($213,400.00), IN U.S. DOLLARS, AVAILABLE BY YOUR DRAFT AT SIGHT DRAWN ON US, TO BE ACCOMPANIED BY AN AFFIDAVIT FROM FORT BEND COUNTY JUDGE JODIE E. STAVINOHA, OR HIS SUCCESSORS IN OFFICE, STATING ONE OF THE FOLLOWING:

1. "THE UNDERSIGNED, JODIE E. STAVINOHA, HEREBY CERTIFIES TO TEXAS COMMERCE BANK N.A. AS THE ISSUER OF LETTER OF CREDIT NO. I-404752 DATED MAY 31, 1989, IN THE AMOUNT OF TWO HUNDRED THIRTEEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($213,400.00), THAT SUGARLAND PROPERTIES INCORPORATED HAS FAILED TO BUILD AND/OR MAINTAIN ROADS AND OR DRAINAGE FACILITIES WITHIN OAKS OF ALCORN III, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF FORT BEND COUNTY, TEXAS PRIOR TO THE ROADS BEING ACCEPTED FOR PERMANENT MAINTENANCE BY FORT BEND COUNTY AND, BY VIRTUE OF SUCH FAILURE, BENEFICIARY IS ENTITLED TO RECEIVE FUNDS IN THE AMOUNT OF - - - - - - - - ($- - - - - - - -).

2. "THE UNDERSIGNED, JODIE E. STAVINOHA HEREBY CERTIFIES TO TEXAS COMMERCE BANK N.A., AS ISSUER OF LETTER OF CREDIT NO. I-404752, DATED MAY 31, 1989, IN THE AMOUNT OF TWO HUNDRED THIRTEEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($213,400.00) HAS FAILED TO DELIVER, AT LEAST 30 DAYS PRIOR TO THE CURRENT EXPIRATION DATE OF THIS LETTER OF CREDIT, EITHER A RENEWAL OF THIS LETTER OF CREDIT, OR AN ACCEPTABLE SUBSTITUTE LETTER OF CREDIT. SUCH RENEWAL OR SUBSTITUTE LETTER OF CREDIT EVIDENCING AN EXPIRATION DATE NO EARLIER THAN ONE YEAR FROM THE ISSUANCE DATE OF SUCH RENEWAL OR SUBSTITUTE AND, BY VIRTUE OF SAID NON-DELIVERY, BENEFICIARY IS ENTITLED TO RECEIVE FUNDS EQUAL IN AMOUNT OF THE UNDRAWN BALANCE OF THIS LETTER OF CREDIT, SUCH AMOUNT BEING ----------". NOTWITHSTANDING ANY OTHER PROVISION OF THIS PARAGRAPH, THE EXPIRATION DATE OF THIS LETTER OF CREDIT SHALL NOT BE EXTENDED BEYOND MAY 22, 1992.

PARTIAL DRAWINGS ON THIS LETTER OF CREDIT ARE PERMITTED.

-CONTINUED-

Olga Polin
Authorized Signature

I-404752- -001-L1-01-02-01

Provisions applicable to this credit
This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision.) International Chamber of Commerce Publication No. 400

Texas Commerce Bank

Texas Commerce Bank
NATIONAL ASSOCIATION
INTERNATIONAL BANKING GROUP
P.O. Box 2558, Houston, Texas 77252-2558
717 Travis Street, Houston, Texas 77002-8300 TELEX: 166053 TCB

AS PER ORIGINAL

ISSUE DATE: MAY 31, 1989
L/C NO.: I-404752

0038

01997

Advising Bank

********** DIRECT **********

APPLICANT:
SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

Beneficiary

MAIL TO
FORT BEND COUNTY JUDGE JODIE E.
STAVINOHA OR HIS SUCCESSORS IN
OFFICE
RICHMOND, TEXAS 77469

AMOUNT: USD 213,400.00
(TWO HUNDRED THIRTEEN THOUSAND
FOUR HUNDRED AND 00/100
UNITED STATES DOLLARS)

NOTWITHSTANDING ANY REFERENCE IN THIS LETTER OF CREDIT TO OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS TO THIS LETTER OF CREDIT, THIS LETTER OF CREDIT CONTAINS THE ENTIRE AGREEMENT AMONG THE ACCOUNT PARTY, BENEFICIARY AND THE ISSUER HEREUNDER RELATING TO THE OBLIGATIONS OF THE ISSUER HEREUNDER.

ANY DRAFT DRAWN UNDER THIS LETTER OF CREDIT MUST BE MARKED "DRAWN UNDER THE LETTER OF CREDIT NO. I-404752, DATED MAY 31, 1989. ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED BY US ON DUE PRESENTATION AT OUR COUNTERS ON OR BEFORE MAY 22, 1990.

NAME OF ISSUER

BY: Olga Police

NAME: OLGA Police

TITLE: Vice President

I-404752- -001-L1-01-02-01

Authorized Signature

Provisions applicable to this credit
This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision.) International Chamber of Commerce Publication No. 400

0038 16
01998
OR
CCM

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

June 8, 1989

The Honorable County Judge
and Commissioners' Court
Fort Bend County Annex
500 Jackson
Richmond, Texas 77469

RE: John V. Petrusek Gift Easement on Ditch II-B-10-gl
(from State Highway 36 to Foster School Rd., Pct. #1)

Gentlemen:

Please allow the referenced to be an item for the 6/12/89 Commissioners' Court regular meeting (open session).

I respecfully request that the County authorize the acceptance and recording of this document and instruct the County Clerk to provide me with 3 copies of the recorded instrument.

(one certified & 2 copies)

Sincerely,

A.J. Noto

A.J. Noto
Right-of-Way Agent

AJN:rp

enclosure

cc: Judge Jodie E. Stavinoha/FBC Judge
Commissioner Bud O'Shieles/FBC Precinct #1
Commissioner Ben Denham/FBC Precinct #2
Commissioner Alton B. Pressley/FBC Precinct #3
Commissioner Bob Lutts/FBC Precinct #4
Mr. Larry Wagenbach/FBC Asst. Dist. Attorney - Civil Division
Mr. Ron Drachenberg, P.E.,R.P.S./FBC Engineer
file

16

8927969

AS PER ORIGINAL

2129 1397

0038
01999

AS PER ORIGINAL

FORT BEND COUNTY
RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, John V. Petrusek, of 6811 Foster School Rd., Needville, Texas whose address is as shown above (hereinafter called Grantor, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by FORT BEND COUNTY, of the drainage channel and system upon and through the land hereinafter described, the sufficiency of which is hereby acknowledge and confessed, has granted, bargained, sold, and conveyed, and by these presents hereby grants, bargains, sells and conveys unto the said FORT BEND COUNTY, of Fort Bend County, Texas, a right-of-way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage channel, including drains, ditches, laterals and levees, upon, over, through and across the land of Grantor along the route hereinafter designated, and said land being situated in FORT BEND COUNTY, TEXAS, to-wit:

The County shall have an easement of a aggregate width of 30 feet, being 15 feet extending at a right angles, on each side of the following line and course across said land, to wit:

Beginning at the intersection of Grantor's Southeasterly property line and the centerline of a Fairchild Creek Lateral (referred to by Fort Bend County Drainage District as ditch II-B-10-g-1) located in the H. Foerster Survey, Abstract 573, of Fort Bend County, Texas,

Thence upstream along the various meanders of the centerline of the Fairchild Creek Lateral (II-B-10-g-1) to intersect the Southwesterly boundary line of Grantor's tract, being the termination point of this easement.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing upon the premises of Grantor immediately adjoining the easement as above described.

With the following exceptions; that if excavation or deepening of drainage channel deemed necessary; that it be limited to a maximum of three (3) feet in depth and six (6) feet in width; if however, anything deeper or wider by deemed necessary; that alternative route be used along Foster School Road and the Railroad property right of way.

FORT BEND COUNTY shall have all rights and benefits necessary or covenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage channel right-of-way, provided, however, that after construction of said drainage channel, said right of ingress and egress of FORT BEND COUNTY shall be limited to the said right-of-way and to existing roads and passageways. FORT BEND COUNTY is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said channel right-of-way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage channel.

FORT BEND COUNTY agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the County's use in going to and from said easement and right-of-way, and to restore the same to the previously existing condition as near as possible.

Grantor reserves the right to use the facilities offered by the drainage channel for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection Grantor has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage channel.

AS PER ORIGINAL

2129 1398
0038 02000

Grantor reserves the oil, gas, sulphur and other minerals in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right-of-way above described.

It is agreed that if at a future time FORT BEND COUNTY, its successors or assigns, shall permanently cease to use said drainage channel right-of-way for the purposes herein contained, and shall permanently abandon same, then and in such event the said right-of-way above described, together with all rights and interest held by FORT BEND COUNTY by reason of this instrument, shall revert, pass to and vest in the said Grantor, his heirs or assigns.

TO HAVE AND TO HOLD said right-of-way and easement herein granted, unto the said FORT BEND COUNTY, its successors or assigns.

EXECUTED this the 9th day of September A.D. 19 87.

John V. Petrusek

STATE OF TEXAS, FORT BEND COUNTY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John V. Petrusek known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

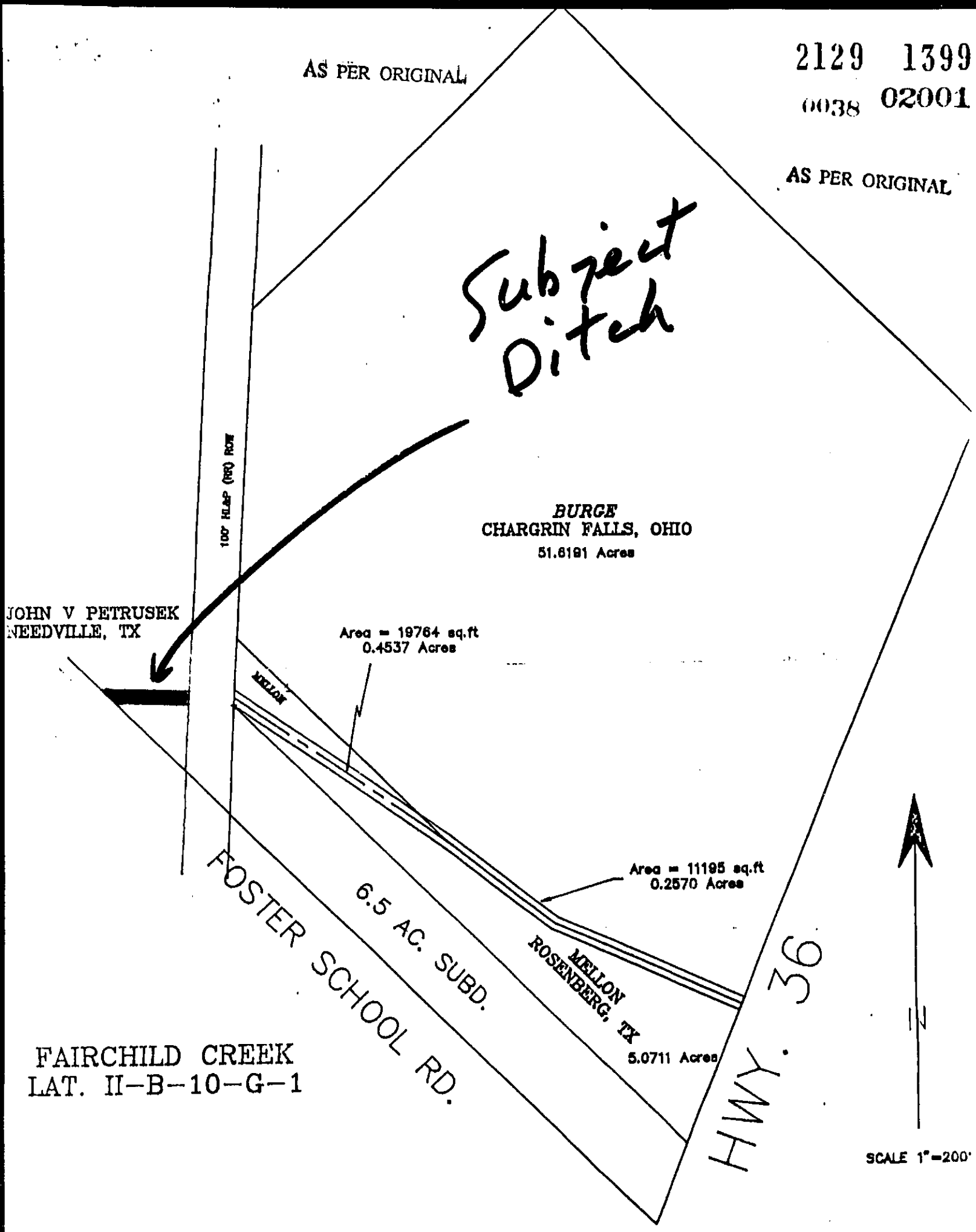
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of September, 19 87.

A.J. Noto
A.J. Noto
Notary Public in and for the
County of Fort Bend, Texas

My commission expires the 6th day of June, 19 91.

Return to: County Engineer
w/copy to Elida Kesler

2129 1399
0038 02001



FAIRCHILD CREEK
LAT. II-B-10-G-1

FILED

'89 JUN 13 A11:43

Dianne Wilson
COUNTY CLERK
FORT BEND

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 Official Records of Fort Bend County, Texas as stamped by me.

JUN 15 1989

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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

Waste Energy Technology, Inc.
822 Main St. • Rapid City, SD 57701
(605) 348-2215

PROPOSAL FOR ENGINEERING SERVICES
LANDFILL GAS FLARE SYSTEM
FORT BEND COUNTY LANDFILL
FORT BEND COUNTY, TEXAS

May 4, 1989

Prepared for:

County of Fort Bend
Engineering Department
3403 Avenue F
P.O. Box 1449
Rosenberg, Texas

Prepared by:

Waste Energy Technology, Inc.
822 Main St.
Rapid City, SD 57701
(605)348-2215

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INTRODUCTION

Waste Energy Technology, Inc. (WET) respectfully submits this proposal to the County of Fort Bend Engineering Department (the County) for engineering design services to implement the design and testing of a landfill gas flare system at Fort Bend County Landfill, Fort Bend County, Texas.

The County of Fort Bend is currently constructing a Landfill Gas Management System at their Fort Bend County Landfill to control the offsite migration of landfill gas. The system as designed consists of 23 gas extraction wells spaced along the perimeter of the landfill, interconnected with 7000 lineal feet of high density polyethylene piping, supplying landfill gas to the gas flaring facilities to be designed. Condensate knockout points have been located in the system at low points to provide for removal of gas condensate from the collection header system.

The basic objective of the proposed active gas extraction system is to develop a continuous zero pressure envelope (vacuum area) underneath the landfill cover. This zero pressure envelope is created by extracting the landfill gas, via extraction wells under vacuum, as the landfill gas is generated in the envelope area. This will also provide a path of least resistance for the landfill gas generated in areas outside the envelope to migrate into, and be extracted by the gas extraction wells before migrating through the final cover or through soils to adjacent properties.

The current scope of construction also includes the installation of 44 gas monitoring probes. 23 of these probes are located in the waste area between the gas extraction wells, and 21 are located along the landfill property boundaries in natural soils.

Vertical well and probe construction is currently in progress and is to be complete by July 10, 1989.

The major components of the gas extraction system include gas extraction wells, collection header, condensate knockouts, and vacuum blower with gas flare.

The collection header provides a network of piping to distribute vacuum from the central vacuum blower to each gas extraction well, and thus transport the collected landfill gas to one central point for flaring. This flaring process provides for the disposal of the malodorous landfill gas in an environmentally safe manner.

The motor/blower unit and associated control equipment serves as the source of vacuum for the active gas extraction system. The flare is used to incinerate the combustible gas and eliminate malodors. The blower typically has a maximum static pressure output of 50 inches of water column.

The flare has a destruction efficiency of better than 98 percent, and is controlled by a system of flame monitors and an automatic propane relight system to ensure uninterrupted operation. An in line flame arrestor at the flare provides a safety check against the possibility of flame propagation past the flare stack into the collection system and landfill.

This proposal details Waste Energy Technology, Inc.'s approach to the design and testing of the blower/flare facility, and the start up, tuning, and successful operation of the Fort Bend County Landfill Gas Management System.

WORK APPROACH

To meet the project requirements and objectives, work has been broken down into six components:

- Task 1: Header Design/Construction Review
- Task 2: Landfill Gas System Testing and Permitting
- Task 3: Flare System Design and Permitting
- Task 4: County Bid Solicitation and Award
- Task 5: Flare System Construction and System Start Up
- Task 6: Gas Management System Record Construction Drawings and Documentation

Task 1: Header Design/Construction Review

The designed landfill gas extraction well and collection header system currently under construction consists of 23 vertical gas extraction wells spaced along the perimeter of the landfill, interconnected with high density polyethylene piping to supply landfill gas to the proposed gas blower/flaring facilities. The County has indicated the scope of work is to include a review of the header pipe design components of size, routing, and condensate removal.

Drilling of the gas extraction wells to date has averaged 32 feet in depth with a 50% ratio of solid pipe to slotted pipe. Based on this and a well spacing of 250 feet, a preliminary estimate on gas flow is 16 cfm per well. This would result in a total system flow at the blower/flare station approaching 400 cfm. The County has indicated the blower/flare station would most likely be located in the southeast corner of the landfill between Well G-7 and G-8. This location is cost effective from the header pipe sizing perspective, since pipe size diameters can be minimized.

Based on this location, the above flows, and typical design parameters, the main header collection system would consist of 5600 feet of 4" through 8" diameter pipe.

Landfill gas is 100% saturated with water vapor, and as the gas is carried along the collection header it cools, resulting in the accumulation of moisture (gas condensate) in the bottom of the header line. If gas condensate is allowed to accumulate in low spots of the line, the header pipe may become partially or completely blocked, resulting in vacuum to the extraction wells being lost. To avoid this line blockage problem, the header piping is typically installed below the landfill cover at controlled grades, sloped to condensate collection/removal points. The installation of the HDPE piping below grade also provides a relatively stable temperature environment to reduce the high amount of thermal expansion and contraction characteristic of HDPE pipe. Routing of the header piping is typically adjusted to minimize trench excavation depths and condensate low points.

In the header design/construction review the actual well drilling/construction logs, gas temperatures, gas concentrations, and gas pressures will be utilized to further define design gas flows and header sizing. The header route design will be reviewed and recommendations prepared utilizing existing site topography information and on site observations. Final recommendations will be detailed on the most recent site topo map available. Review of design details for system components (well, wellhead assembly, condensate knockouts, etc.) will also be included.

Task 2: Landfill Gas System Testing and Permitting

In order to properly design, size, and permit the permanent blower/flare system it is beneficial to gather site specific data regarding landfill gas quality and quantity. This includes stabilized system gas composition (methane, carbon dioxide and trace components), BTU value, flow, and temperature. As the County suggested, it is proposed to mobilize a temporary blower and utility type flare to get the gas extraction wells and header system functioning, tuned, and optimized to mitigate the migration of landfill gas from the landfill refuse. The probes that were installed between the wells will be utilized to evaluate the well radius of influence, and the probes along the property line monitored to prove the functionality of the landfill gas management system in controlling offsite gas migration.

This testing program is designed for a two week duration in order to stabilize gas quantity and quality. A landfill gas trace component analysis will be run to characterize this site specific gas stream and provide for an estimate of flare combustion emissions as required by the air permit. WET will assist the County as required to obtain the necessary air and other permits necessary to operate the temporary testing utility flare.

An alternative to the testing program described above would be to select, purchase, and install the system vacuum blower before testing of the landfill. A temporary elevated open utility flare would still be utilized for initial flaring of the gas.

The information available for sizing the header piping system is also adequate for sizing the blower. With the type of blower typically used on landfill gas systems the difference in flow and vacuum capacity does not result in a great difference in capital cost. Typical blower equipment costs are $2500 to $3500 with a

delivery of 8 to 12 weeks. If permitting of the temporary flare delays project initiation, this approach becomes attractive since after testing, the blower/flare equipment can remain functional until construction of the permanent flare system is complete. This will provide a means of more immediate and continued gas control and not having to bring up and re-tune the gas extraction wells. There would also be some cost savings to the testing program for not having to mobilize in and set up a temporary blower.

Task 3: Flare System Design and Permitting

With the information of Task 2 the blower/flare station will be designed and construction documents prepared. As the County has indicated, the flare will be an enclosed upright flare with no visible flame. With this type flare the waste gas combustion takes place at the base of the 5 feet diameter by 35 feet tall stack and is resident within the stack for a specified period of time depending on flow and stack diameter. Destruction efficiencies for landfill gas are typically the same for this type and the temporary utility style flare, ie 98+%. However by nature of the design, the enclosed flare provides for control of inlet air, on site monitoring of flare stack temperatures, and sampling of stack combustion products.

As part of the flare design, a report and air permit application will be prepared and submitted of behalf of the County to the Texas Air Board. WET will assist the County, as required, in obtaining the necessary permits to construct and operate the landfill gas flaring facilities.

A complete set of bid documents including construction drawings and contract specifications shall be prepared. Construction specifications and bid documents shall be standard construction specifications and shall include:

- Notice to Bidders
- Bid Proposal Form With Unit Price Schedule
- Scope of Work
- Construction Contract
- Specifications: General and Site Specific

Plans and specifications will include a list of quantities for major work items, complete. Bid specifications will detail specialized system components.

Task 4: County Bid Solicitation and Award

The County project manager shall solicit and award bids for all work. WET will be available for clarification of system design and specifications.

Task 5: Flare System Construction and System Start Up

After the County has awarded the construction contract, WET will attend a project pre-construction meeting at the Fort Bend County Landfill. WET and the County project manager will brief the contractor, answer questions, and ensure project documents are in order. WET will also review with all parties, the items required for project record drawings and documentation.

WET has scheduled an intermittent trip for construction inspection of the blower/flare system to ensure compliance with the plans and permits.

With the blower/flare system in place, WET will provide on site assistance during system startup. WET will aid in the training of onsite personnel to operate the blower/flare facility and also to extract gas from the landfill and balance the extraction rates from the contributing wells to achieve gas control objectives. WET will also coordinate follow up air emissions testing and inspections of the enclosed flare for State Permit requirements

Task 6: Gas Management System Record Construction Drawings and Documentation

All construction activities for the gas collection header system project will be documented in a set of record drawings and report. The record drawings will consist of the construction drawings revised and updated, as per the construction field notes, to reflect and represent the constructed blower/flare system, and other components of the landfill gas management system.

A documentation report will be prepared and include blower and flare shop drawings, gas well construction logs, field notes, and product information on system components (valves, pipe, flexhose, sample ports, etc). This report will provide necessary documentation for any submittals required, as well as a reference for landfill operators who will operate, troubleshoot and maintain the system after the project is completed.

PROJECT SCHEDULE

The project schedule also details the timing of the project through permitting, testing, bidding, system construction, and submittal of record documentation. Much of the schedule below is dictated by state permit review turnaround and equipment delivery times, and therefore will be refined as the project progresses.

An accelerated project schedule for the Fort Bend County Landfill Gas Flare System project would be:

	Week: From	-	To
Task 1: Header Design/Construction Review	1	-	2
Task 2: Landfill Gas System Testing and Permitting			
o Temporary Flare Permit	3	-	6
o Test Mobilization and Set Up	7		
o Site Gas Testing	8	-	9
Task 3: Flare System Design and Permitting			
o Flare Design	10	-	12
o Air Board Permit Review and Approval	13	-	16
o Flare Bid Document Preparation	13	-	16
o County order Major Equipment: Order/Delv.	17	-	26
Task 4: County Bid Solicitation and Award	17	-	19
Task 5: Flare System Construction	25	-	28
and System Start Up	29		
Task 6: Gas Management System Record Construction Drawings and Documentation	30	-	34

COST ESTIMATES

TASK 1: HEADER DESIGN/CONSTRUCTION REVIEW

LABOR		
Senior Environmental Engineer	32 hrs.@ $ 75/hr.	$2,400
Environmental Engineer	16 hrs.@ $ 45/hr.	720
Draftsman	8 hrs.@ $ 35/hr.	280
Clerical	5 hrs.@ $ 25/hr.	125
EXPENSES		
Airfare	1 trip @ 800/ea.	800
Subsistence	3 days @ 75/day	225
Vehicle	3 days @ 60/day	180
Total Estimated Task 1 Cost		$4,730

Task 2: LANDFILL GAS SYSTEM TESTING AND PERMITTING

LABOR		
Senior Environmental Engineer	32 hrs.@ $ 75/hr.	$2,400
Environmental Engineer	164 hrs.@ $ 45/hr.	7,380
Clerical	8 hrs.@ $ 25/hr.	200
EXPENSES		
Mobilization and Set Up		5,000
Gas Trace Component Analysis	1 each @ 750/ea.	750
Telephone		100
Airfare	2 trip @ 800/ea.	1,600
Subsistence	14 days @ 75/day	1,050
Vehicle	14 days @ 60/day	840
Total Estimated Task 2 Cost		$19,320

Task 3: FLARE SYSTEM DESIGN AND PERMITTING

LABOR		
Senior Environmental Engineer	60 hrs.@ $ 75/hr.	$4,500
Environmental Engineer	80 hrs.@ $ 45/hr.	3,600
Draftsman	40 hrs.@ $ 35/hr.	1,400
Clerical	20 hrs.@ $ 25/hr.	500
EXPENSES		
Reproduction		500
Shipping		100
Telephone		150
Airfare	1 trip @ 800/ea.	800
Subsistence	2 days @ 75/day	150
Vehicle	2 days @ 60/day	120
Total Estimated Task 3 Cost		$11,820

Task 4: COUNTY BID SOLICITATION AND AWARD

LABOR		
Senior Environmental Engineer	8 hrs.@ $ 75/hr.	$600
EXPENSES		
Telephone		50
Total Estimated Task 4 Cost		$650

Task 5: FLARE SYSTEM CONSTRUCTION AND SYSTEM START UP

LABOR		
Senior Environmental Engineer	60 hrs.@ $ 75/hr.	$4,500
EXPENSES		
Airfare	3 trip @ 800/ea.	2,400
Subsistence	6 days @ 75/day	450
Vehicle	6 days @ 60/day	360
Total Estimated Task 5 Cost		$7,710

Task 6: GAS MANAGEMENT SYSTEM RECORD CONSTRUCTION DRAWINGS AND DOCUMENTATION

LABOR		
Senior Environmental Engineer	24 hrs.@ $ 75/hr.	$1,800
Environmental Engineer	40 hrs.@ $ 45/hr.	1,800
Draftsman	40 hrs.@ $ 35/hr.	1,400
Clerical	20 hrs.@ $ 25/hr.	500
EXPENSES		
Reproduction		600
Shipping		200
Telephone		300
Total Estimated Task 6 Cost		$6,600
Total Estimated Project Cost		$50,830

QUALIFICATIONS AND EXPERIENCE

This section presents the company qualifications and key members that will be working on the project.

CORPORATE BACKGROUND

Waste Energy Technology, Inc. (WET) is a specialized engineering and construction company working with the public and private business sectors in the management and recovery of landfill generated methane gas. As such, WET provides a full range of consulting engineering, testing, system construction and construction management activities to the Landfill Gas Recovery and Control Management Industry. We also provide training and contract services in the areas of system operation and maintenance for gas recovery and control systems.

WET started operations in November, 1984 as a privately held construction company and incorporated in its present form in November, 1985. Principal participants in WET have a strong educational background and extensive job related experience in both landfill gas engineering and construction. This experience dates back to 1974 and the first landfill gas recovery plant at Palos Verde Landfill in Palos Verde, California.

WET has constructed over twenty-five (25) major Landfill Gas Management Systems and has gained a reputation for providing both high quality engineering and construction work in a cost effective and timely manner. These systems include more than 200,000 lineal feet of gas collection header, connecting approximately 1000 gas extraction wells and trenches, fifteen (15) blower/flare facilities, and the design and installation of one (1) medium-BTU Gas Recovery Facility. WET has also managed several projects involving landfill testing, system start-up, and training programs for long term operation and maintenance of landfill gas systems.

WET has achieved its recognition and reputation by maintaining a superior staff of experienced professionals and by implementing a strict program of client communication, project review and quality control. In addition, attention to the specific needs of its clients has resulted in a large proportion of repeat clients and a strong position in the Landfill Gas Industry. A completed projects file highlighting key projects is included at the end of this section.

18/2

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FORT BEND COUNTY

WEED, BRUSH, INSECT CONTROL MATERIALS

BID #89-062

1 JULY 1989

THRU

30 JUNE 1990

0038 02019

ITEM	PAGE NUMBER
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#3 DOWPON	5
#4 GARLON 4	6
#5 INSECTICIDE: Pyrethroid type, thermal fogging equipment	7
#6 MALATHION: 57% emulsifiable premium grade minimum, mechanical fogging equipment	8
#7 MALATHION: 91% technical grade minimum, thermal fogging equipment	9
#8 NALCOTROL: Drift control additive	10
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#10 OUST: Weed control, kills Johnson grass but leaves Bermuda	12
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#12 RODEO HERBICIDE	14
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#16 VELPAR-L: Manufactured by Dupont	18

COMPANY	CONTACT PERSON	TELEPHONE NUMBER
DAMON FARM-RANCH SERVICE CENTER	LEO G. MIKESKA	(409) 742-3317
EL CAMPO SPRAYING SERVICE	ED STRNADEL, JR.	(409) 543-7811
ESTES CHEMICALS, INC.	DAVID CARSON	(800) 234-9793
GOLDTHWAITE'S OF TEXAS, INC.	RAYMOND MEYER	(713) 666-4233
J & B CHEMICAL CO., INC.	CALVIN R. BURGESS	(512) 399-4003
PUBLIC HEALTH EQUIPMENT AND SUPPLY	WALTER SCHWARZ	(512) 532-3846
TIMBERLAND ENTERPRISES, INC.	GEORGE PYLANT	(713) 697-8034

0038
02020

ITEM #1: ARSENAL.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
EL CAMPO SPRAYING	$135.00	30 GALLONS	NOT STATED		$4,050.00
EL CAMPO SPRAYING	$137.00	NOT STATED	NOT STATED		$ 137.00
TIMBERLAND ENTERPRISES	$138.00	NOT STATED	30 GALLONS		$4,140.00
TIMBERLAND ENTERPRISES	$140.00	NOT STATED	2.5 GALLONS		$ 350.00
ESTES CHEMICAL	$142.50	$500.00	2.5 GALLONS		$ 500.00
GOLDTHWAITE'S OF TEXAS	$167.48	2.5 GALLONS	2.5 GALLONS		$ 418.70

0038
02021

ITEM #2: **BANVEL 720 HERBICIDE:** Manufactured by Velsicol Chemical Corporation.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
GOLDTHWAITE'S OF TEXAS	$21.76	2.5 GALLONS	2.5 GALLONS		$ 54.40
TIMBERLAND ENTERPRISES	$22.00	NOT STATED	30 GALLONS		$660.00
TIMBERLAND ENTERPRISES	$23.00	NOT STATED	2.5 GALLONS		$ 57.50

0038
02022

ITEM #3: DOWPON.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $

NO BIDS RECEIVED THIS ITEM

0038
02023

ITEM #4: GARLON 4.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
ESTES CHEMICAL	$62.76	$500.00	2.5 GALLONS		$ 500.00
TIMBERLAND ENTERPRISES	$62.76	NOT STATED	30 GALLONS		$1,882.80
TIMBERLAND ENTERPRISES	$63.76	NOT STATED	2.5 GALLONS		$ 159.00

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02021

ITEM #5: INSECTICIDE: Pyrethroid type, thermal fogging equipment.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
PUBLIC HEALTH EQUIP.	*$17.50	55 GALLONS	55 GALLONS	FF 145	$962.50

*Application ratio: Malathion/Vafona combined 1 gallon to 10 gallons diesel.

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02025

ITEM #6: MALATHION: 57% emulsifiable premium grade minimum, mechanical fogging equipment.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
GOLDTHWAITE'S OF TEXAS	$14.15	5 GALLONS	5 GALLONS		$ 70.75
PUBLIC HEALTH EQUIP.	$17.50	20 GALLONS	5 GALLONS		$350.00

92020
8300

ITEM #7: MALATHION: 91% technical grade minimum, thermal fogging equipment.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
GOLDTHWAITE'S OF TEXAS	$22.00	5 GALLONS	5 GALLONS		$ 110.00
PUBLIC HEALTH EQUIP.	$22.50	2 X 55 GALLONS	55 GALLONS	95%	$2,420.00

0038
02027

ITEM #8: NALCOTROL: Drift control additive.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
EL CAMPO SPRAYING	$5.98/QT ($23.93/GAL)	NOT STATED	NOT STATED	BIDDING MORE NOT NALCOTROL	$ 5.98
ESTES CHEMICAL	$24.80	$500.00	QUART		$500.00

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02028

ITEM #9: NALCOTROL II: Drift control additive.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
TIMBERLAND ENTERPRISES	$20.50	NOT STATED	1 GALLON	POLYCONTROL 2	$ 20.50
ESTES CHEMICAL	$24.80	$500.00	QUART		$500.00

0038
02029

ITEM #10: OUST: Weed control, kills Johnson grass but leaves Bermuda.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
TIMBERLAND ENTERPRISES	$120.89/LB.	NOT STATED	3 LBS.		$362.67
EL CAMPO SPARYING	$121.40/LB.	NOT STATED	NOT STATED		$121.40
ESTES CHEMICAL	$122.83/LB.	$500.00	3 LBS.		$500.00

0038
02030

ITEM #11: PRAMITOL.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
TIMBERLAND ENTERPRISES	$15.95	NOT STATED	5 GALLONS	25E	$ 79.25
GOLDTHWAITE'S OF TEXAS	$16.53	5 GALLONS	5 GALLONS		$ 82.65
DAMON FARM AND RANCH	$16.75	50 GALLONS	30 GALLONS	25E	$502.50
DAMON FARM AND RANCH	$17.00	50 GALLONS	5 GALLONS	25E	$850.00
PUBLIC HEALTH EQUIP.	$26.00	10 GALLONS	5 GALLONS		$260.00

0038
0203

ITEM #12: RODEO HERBICIDE.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
TIMBERLAND ENTERPRISES	$88.50	NOT STATED	30 GALLONS		$2,655.00
ESTES CHEMICAL	$94.50	$500.00	2.5 GALLONS		$ 500.00
TIMBERLAND ENTERPRISES	$96.50	NOT STATED	2.5 GALLONS		$ 241.25

020038

ITEM #13: **ROUNDUP HERBICIDE:** Manufactured by Monsanto Company.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
TIMBERLAND ENTERPRISES	$54.19	NOT STATED	30 GALLONS		$1,625.70
DAMON FARM AND RANCH	$55.00	60 GALLONS	30 GALLONS		$3,300.00
GOLDTHWAITE'S OF TEXAS	$55.94	30 GALLONS	30 GALLONS		$1,678.20
TIMBERLAND ENTERPRISES	$56.14	NOT STATED	2.5 GALLONS		$ 140.35
ESTES CHEMICAL	$56.20	$500.00	2.5 GALLONS		$ 500.00
DAMON FARM AND RANCH	$57.25	60 GALLONS	2 X 2.5 GALLONS		$3,435.00
GOLDTHWAITE'S OF TEXAS	$59.22	2.5 GALLONS	2.5 GALLONS		$ 148.05
PUBLIC HEALTH EQUIP.	$69.00	10 GALLONS	2.5 GALLONS		$ 690.00

0038
02033

ITEM #14: SPIKE.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
TIMBERLAND ENTERPRISES	$13.95/LB.	NOT STATED	25 LBS.	80W	$348.75
EL CAMPO SPARYING	$15.10/LB.	NOT STATED	25 LBS.	80W	$377.50
TIMBERLAND ENTERPRISES	$16.35/LB.	NOT STATED	4 LBS.	80W	$ 65.40
EL CAMPO SPARYING	$17.40/LB.	NOT STATED	4 LBS.	80W	$ 69.60
GOLDTHWAITE'S OF TEXAS	$25.48/LB.	4 LBS.	4 LBS.	85DF	$101.92

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02031

ITEM #15: SURFACANT.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
DAMON FARM AND RANCH	$ 3.50	100 GALLONS	4 X 1 GALLON		$ 350.00
TIMBERLAND ENTERPRISES	$ 8.50	180 GALLONS	2.5 GALLONS	ACTIVE 80	$1,530.00
GOLDTHWAITE'S OF TEXAS	$ 8.58	1 GALLON	1 GALLON	ACTIVATOR NF	$ 8.58
J & B CHEMICAL	$10.59	55 GALLONS	55 GALLONS	SOIL TONIC	$ 582.45
PUBLIC HEALTH EQUIP.	$12.00	20 GALLONS	1 GALLON		$ 240.00
ESTES CHEMICAL	$13.24	$500.00	1 GALLON		$ 500.00

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02035

ITEM #16: VELPAR-L: Manufactured by Dupont.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
TIMBERLAND ENTERPRISES	$43.15	NOT STATED	5 GALLONS		$215.75
TIMBERLAND ENTERPRISES	$44.75	NOT STATED	1 GALLON		$ 44.75
ESTES CHEMICAL	$44.84	$500.00	1 GALLON		$500.00
EL CAMPO SPRAYING	$44.90	NOT STATED	5 GALLONS		$224.50
EL CAMPO SPRAYING	$45.65	NOT STATED	1 GALLON		$ 45.65
GOLDTHWAITE'S OF TEXAS	$45.68	5 GALLONS	5 GALLONS		$228.40
PUBLIC HEALTH EQUIP.	$58.00	10 GALLONS	5 GALLONS		$580.00

0038
02036

Take action on maintenance service for electric & electronic typewriters:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, the Commissioners' Court finds that the best bid be awarded to DAVIS BUSINESS MACHINES, INC. for maintenance service on electric & electronic typewriters in the amount of $18.50 annual cost per machine. (Recorded in minutes in full)

19. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (BFI) AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E), VTCS, AND CONSIDER TAKING ACTION:

Cancel

RECESS:

Commissioners' Court recessed at 10:40 p.m.

RECONVENE:

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

20. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING (1) GASOLINES FOR FORT BEND COUNTY (#89-060); (2) RENOVATION OF AMPHITHEATER/STAGE, GEORGE MEMORIAL LIBRARY (#89-064); (3) COMPAQ DESK PRO 286 MODEL OR EQUAL (#89-065):

Open bids for gasolines for Fort Bend County:

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

A) LOUIS DREYFUS ENERGY CORP.
B) SOUTH COAST FUEL, INC.
C) SUGAR LAND BULK OIL CO.

Open bids for renovation of amphitheater/stage, George Memorial, Library:

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

A) DUFF AND GRANT ASSOCIATES, INC.
B) FRONT-OF HOUSE, INC.

Open bids for compaq desk pro 286 model or equal:

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

A) COMPURITE
B) COMPUTER STATION CORP.
C) COMPUTEREXPO
D) COMPUTER CITY

21. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to approve bills as presented by County Auditor. (Recorded in minutes in full)

22. ADJOURNMENT:

Commissioners' Court adjourned Monday, June 12, 1989.

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0038

02038

CONTRACT FOR MAINTENANCE SERVICE OF ELECTRIC AND ELECTRONIC TYPEWRITERS
BID #89-063

COMPANY	BID PRICE, PER YEAR, PER MACHINE	REFERENCES SUBMITTED
DAVIS BUSINESS MACHINES, INC. 3130 ROGERDALE #100 HOUSTON, TX 77042	$18.50	YES
ATLAS BUSINESS MACHINES 4647 HWY 90A STAFFORD, TX 77477	$21.17	YES
DEAN WILLIAMS BUSINESS MACHINES P.O. BOX 741188 HOUSTON, TX 77274	$27.40	YES
ALL AMERICAN TYPEWRITER P.O. BOX 538 STAFFORD, TX 77477	$28.00	NO
BREWINGTON, INC. 3330 HILLCROFT, SUITE N HOUSTON, TX 77057	$34.00	NO
TWD BUSINES SYSTEMS, INC. P.O. BOX 740009 HOUSTON, TX 77274	$37.50	NO
STARGEL OFFICE SYSTEMS 1200 BLALOCK #200 HOUSTON, TX 77055	$41.81	YES
HARTWELL'S OFFICE WORLD, INC. 6810 LARKWOOD HOUSTON, TX 77074	$52.95	YES

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0038
02039

BID ITEM: CONTRACT FOR THE PURCHASE OF GASOLINE FOR FORT BEND COUNTY

BID NUMBER: 89-060

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'405'$category

VENDOR NAME	BID PRICE
BERNSHAUSEN OIL CO.	
BOSSE OIL COMPANY	
CIRCLE OIL CO.	
EDCO, INC.	
ESSEX OIL COMPANY	
FT BEND CHAMBER OF COMMERCE 4	
GALVESTON OIL, INC.	
JONES OIL, INC.	
JONES OIL, INC.	
KEY OIL COMPANY	
LOUIS DREYFUS ENERGY CORP.	✓
MAJOR BRAND OIL OF HOUSTON INC	
MIKE KROLCZYK, INC.	
O'ROURKE DIST. CO., INC.	
OIL CENTER RESEARCH, INC.	
ONYX PETROLEUM, INC.	
ROSENBERG/RICHMOND CHAMBER - 5	
SOUTH COAST FUEL, INC.	✓
SOUTHWEST GENERAL STORE	
SOUTHWESTERN PETROLEUM CORP.	
SUGAR LAND BULK OIL CO.	✓
SUPERIOR ENERGY GROUP LTD	
TEXACO REFINING & MARKETING	
THE TRANSFUEL COMPANIES, INC.	

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0038

02040

BID ITEM: RENOVATION OF AMPHITHEATER/STAGE GEORGE MEMORIAL LIBRARY

BID NUMBER: 89-064

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
CHRISTIAN SOUND DESIGN	
DUFF AND GRANT ASSOCIATES, INC. ✓	26,565.25
FRONT-OF-HOUSE, INC. ✓	23,387.50
HOUSTON SCENIC STUDIO	
LEIPER GROUP	

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0038

BID ITEM: PURCHASE OF COMPAQ DESK PRO 286 MODEL OR EQUAL

BID NUMBER: RFP #89-065

02041

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'205'$category

VENDOR NAME	BID PRICE
A D F COMPUTER SYSTEMS, INC.	
ALL-TEL SPECIALISTS, INC.	
AT&T	
B.C.S.	
BUSINESSLAND	
CENTENNIAL COMPUTER CONSULTANT	
CIBOLO MANUFACTURING, INC.	
CIC SYSTEMS	
CITICORP INDUSTRIAL CREDIT INC	
COMPUPLACE COMPUTER SERVICE	
COMPURITE	✓
COMPURITE	
COMPUSERV COMPUTER SERVICE	
COMPUTER CRAFT	
COMPUTER KING	
COMPUTER REMARKETING CORP.	
COMPUTER STATION	
COMPUTER STATION CORP.	✓
COMPUTER STATION CORP.	
COMPUTERCRAFT	
COMPUTERCRAFT	
COMPUTERCRAFT	
COMPUTERCRAFT	
COMPUTERCRAFT CORPORATE OFFICE	
COMPUTEREXPO	✓
COMPUTERLAND	
COMRIM SYSTEMS, INC.	
DATA COMPATABLE	
DATA ENTRY SOURCE	
DATAPOINT CORPORATION	
DATRONICS, INC.	
DIVERSIFIED SOFTWARE SYSTEMS	
DWANE DAVIS INTERNATIONAL	
ECONOCOM MAINTENANCE CO., INC.	
EGGHEAD DISCOUNT SOFTWARE	
EPSILON COMPUTER SERVICE	
EXECUTIVE SALES CO.	
FT BEND CHAMBER OF COMMERCE 3	
FUJITSU IMAGING SYSTEMS	
GLOBAL SERVICES, INC.	
GOVERNMENT TECHNOLOGY SVC	
HARBINGER MICROWARE	
HART GRAPHICS	
HARTWELL'S OFFICE WORLD, INC.	
IBM	
INTELOGIC TRACE, INC.	
INTER DATA-SYSTEMS	
INTER-DATA SYSTEMS	
IQ 2000, INC.	
JG COMPUTER SERVICES	

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'205'$category

VENDOR NAME	BID PRICE
J.C.'S OFFICE SOLUTIONS	
JORDAN & ASSOCIATES, INC.	
KING MICRO SYSTEMS	
M.L. COTHRAN & ASSOC., INC.	
MAI/BASIC FOUR, INC.	
MCDONNELL DOUGLAS COMPUTER SYS	
METABYTE, INC.	
MICHAEL K. VARGO CO.	
MICRO PRODUCTS UNLIMITED	
MICROAGE COMPUTERS	
MICROCITY	
MINOLTA BUSINESS SYSTEMS	
MOSHER COMPUTER SYSTEMS	
NAPERSOFT, INC.	
NCR CORPORATION	
NU SHOW COMPUTER CONCEPTS	
NUTCRACKER ELECTRONICS	
OCE INDUSTRIES	
OCE INDUSTRIES, INC.	
PACIFIC COAST PERIFERIALS	
PACKARD BELL	
PECIS IMAGING SYSTEMS	
RADIO SHACK	
REPUTEK INTERNATIONAL	
RICHARD YOUNG PRODUCTS	
ROSENBERG/RICHMOND CHAMBER - 4	
RPM DATA SYSTEMS, INC.	
SEABROOK COMPUTERS	
SECUR-TEL SYSTEMS	
SHERWOOD SYSTEMS, INC.	
SOFTWARE SEARCH, INC.	
SOUTHERN MICROFILM OF TEXAS	
SOUTHWEST DATA MAINTENANCE	
STARGEL OFFICE SYSTEMS	
SUPERTEC OF TEXAS, INC.	
TELEX COMPUTER PRODUCTS, INC.	
UNISTRUT GULF	
UNISYS CORPORATION	
VICTOR COMPUTER SERVICE, INC.	
XEROX CORPORATION	
BESTECH, INTL.	
ADVANCED COMPUTER	
COMPUTER CITY ✓	✓
COMPUTER CENTENNIAL	

Did not try to deal on this one 20(3)

0038

02043

REQUEST FOR PROPOSALS #89-065
COMPAQ DESK PRO 286 MODEL OR EQUAL
(EXPIRES: 31 DECEMBER 1989)

Since price for 3 exceeds $5000 each. One would cost even more

Sealed Proposals for providing the goods and/or services listed below will be received in the Office of the County Judge, Fort Bend County, P.O. Box 368, Richmond, Texas 77469 until 1:30 PM, June 12, 1989 at which time the names of the providers will be made public.

AS PER ORIGINAL

EVALUATION FACTORS TO BE CONSIDERED AS PROVIDED FOR IN SECTION 262.030(a) TEXAS LOCAL GOVERNMENT CODE:

1. Compatibility with Compaq brand computers now on hand.
2. Response time guaranteed by offeror in Request for Proposals.
3. Availability of manufacturers support.
4. Location of manufacturers of motherboard.
5. Number of years manufacturer has been in business.
6. Comments from other customers.
7. Price.

As provided for in Section 262.030(a) Texas Local Government Code the relative importance of price is seventh of seven evaluation factors, i.e., the least in relative importance.

Proposals shall be opened so as to avoid disclosure and contents and kept secret during the process of negotiations.

Commissioners Court, Fort Bend County reserves the right to reject any or all proposals.

No Proposal may be withdrawn for a period of sixty (60) calendar days after receipt of Proposal by the Fort Bend County Purchasing Agent.

COMPUTER CITY (Compaq)		
LEGAL NAME OF CONTRACTING COMPANY		
TOM GAUSSIRAN	GENERAL MANAGER	783-8818
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
5901-D WESTHEIMER	HOUSTON, TX	77057
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

SIGN HERE: Tom Gaussiran GM 6-3-89
DATE

TOM GAUSSIRAN GM	GENERAL MANAGER	783-8818
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

A. DESCRIPTION OF SYSTEM REQUIRED IN THIS REQUEST FOR PROPOSALS.

1. COMPUTER HARDWARE:

a. Three (3) Compaq Deskpro 286 or equal with the following:

(1). 640K of RAM.
(2). One (1) 1.2 Megabyte floppy disk drive.
(3). One (1) 40 Megabyte disk drive (installed by manufacturer).
(4). 16 bit microprocessor.
(5). 12 Mhz clock speed.
(6). Real time clock and battery.
(7). Compaq brand keyboard with LED indicator on CAP's lock, NUM lock, scroll keys, and security lock.
(8). Three (3) 8/16 bit expansion slots available.
(9). Three (3) 8 bit expansion slots available.
(10). Asynchronous communications interface.
(11). Parallel printer interface.
(12). ROM Bios wirtten by manufacturer of CPU.

b. Three (3) amber monitors same brand as CPU.

c. Three (3) video boards of same brand as CPU.

d. Burn-in and configuration.

2. PRINTERS AND CARTRIDGES:

a. Three (3) Hewlett-Packard Laserjet Series II printers with toner and paper trays to accommodate 8.5" x 11" and 8.5" x 14" size paper.

b. Five (5) Hewlett-Packard Laserjet II toner cartridges.

3. OTHER:

Package to include the following:

a. Delivery within five (5) working days.

b. Unpacking.

c. Set-up and running of below software (furnished by District Attorney's Office).

(1). Wordstar Version 5.0.
(2). Dbase III+.
(3). Lotus 123 Version 2.01.

d. 90 Day, 100% onsite parts and labor warranty.

4. CONTACT PERSON:

Contact person will be Mr. Holman Gregory, D.A.'s Office, at (713) 341-4460.

AS PER ORIGINAL

B. MAINTENANCE TERMS AND CONDITIONS:

1. The first year of maintenance repair and parts replacement for the proposed equipment will be covered by warranty. The warranty must cover all equipment components, parts, and cabling.

2. Maintenance and repair response time shall be specifically promised and stated in proposal.

3. Vendor must indicate location and availability of equipment manufacturers engineering support. State name, address, and telephone number.

4. Is a Maintenance Contract, equal to the first years warranty, available after expiration of warranty?

   [✓] YES [ ] NO

   For how many years? ONE.
   Cost per year. $ 300.00 /UNIT.

5. In lieu of a Maintenance Contract, what are your per hour cost for repair and what are, if any, your minimum hours billed per call?
   $ 65.00 PER HOUR.
   MINIMUM 1 HR.

C. INFORMATION TO BE PROVIDED BY OFFEROR.

1. Brand names of proposed hardware:

   a. COMPUTERS: COMPAQ DESKPRO 286 MOD 40.

   b. MONITORS: COMPAQ.

   c. VIDEO BOARDS: FROM COMPAQ.

   d. PRINTERS: HEWLETT-PACKARD LASERJET II.

2. Repair reponse time guaranteed by offeror 4 hours.

3. Comments on manufacturers support: LOCATION HERE IN HOUSTON.

4. Location of motherboard manufacturer: IN HOUSTON.

5. Number of years manufacturer has been in business: 5 YRS.

6. Company name, contact person, and telephone number of three (3) recent customers:

   a. FDIC - MS. SHERRIE KEENER #270-6565.

   b. CITY OF LA PORTE - MR. JOHN JOERNS #471-5020

   c. PARAGON - MR. GERALD KING #621-2100.

7. TOTAL PRICE: $ $16,505 18.

AS PER ORIGINAL

20(B)

0038

02047

REQUEST FOR PROPOSALS #89-065
COMPAQ DESK PRO 286 MODEL OR EQUAL
(EXPIRES: 31 DECEMBER 1989)

Sealed Proposals for providing the goods and/or services listed below will be received in the Office of the County Judge, Fort Bend County, P.O. Box 368, Richmond, Texas 77469 until 1:30 PM, June 12, 1989 at which time the names of the providers will be made public.

EVALUATION FACTORS TO BE CONSIDERED AS PROVIDED FOR IN SECTION 262.030(a) TEXAS LOCAL GOVERNMENT CODE:

1. Compatibility with Compaq brand computers now on hand.
2. Response time guaranteed by offeror in Request for Proposals.
3. Availability of manufacturers support.
4. Location of manufacturers of motherboard.
5. Number of years manufacturer has been in business.
6. Comments from other customers.
7. Price.

As provided for in Section 262.030(a) Texas Local Government Code the relative importance of price is seventh of seven evaluation factors, i.e., the least in relative importance.

Proposals shall be opened so as to avoid disclosure and contents and kept secret during the process of negotiations.

Commissioners Court, Fort Bend County reserves the right to reject any or all proposals.

No Proposal may be withdrawn for a period of sixty (60) calendar days after receipt of Proposal by the Fort Bend County Purchasing Agent.

Computer Station Corporation		
LEGAL NAME OF CONTRACTING COMPANY		
Rick Broussard	Sales Representative	(713) 777-6860
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
7800 Bissonnet #160	Houston, TX	77074
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
7800 Bissonnet #160	Houston, TX	77074
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE
SIGN HERE:		06/02/89
		DATE
Jeff Jow	President	(713) 777-6860
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

AS PER ORIGINAL

A. DESCRIPTION OF SYSTEM REQUIRED IN THIS REQUEST FOR PROPOSALS.

1. COMPUTER HARDWARE:

a. Three (3) Compaq Deskpro 286 or equal with the following:

(1). 640K of RAM.
(2). One (1) 1.2 Megabyte floppy disk drive.
(3). One (1) 30 Megabyte disk drive (installed by manufacturer).
(4). 16 bit microprocessor.
(5). 12 Mhz clock speed.
(6). Real time clock and battery.
(7). Compaq brand keyboard with LED indicator on CAP's lock, NUM lock, scroll keys, and security lock.
(8). Three (3) 8/16 bit expansion slots available.
(9). Three (3) 8 bit expansion slots available.
(10). Asynchronous communications interface.
(11). Parallel printer interface.
(12). ROM Bios wirtten by manufacturer of CPU.

b. Three (3) amber monitors same brand as CPU.

c. Three (3) video boards of same brand as CPU.

d. Burn-in and configuration.

2. PRINTERS AND CARTRIDGES:

a. Three (3) Hewlett-Packard Laserjet Series II printers with toner and paper trays to accommodate 8.5" x 11" and 8.5" x 14" size paper.

b. Five (5) Hewlett-Packard Laserjet II toner cartridges.

3. OTHER:

Package to include the following:

a. Delivery within five (5) working days.

b. Unpacking.

c. Set-up and running of below software (furnished by District Attorney's Office).

(1). Wordstar Version 5.0.
(2). Dbase III+.
(3). Lotus 123 Version 2.01.

d. 90 Day, 100% onsite parts and labor warranty.

4. CONTACT PERSON:

Contact person will be Mr. Holman Gregory, D.A.'s Office, at (713) 341-4460.

AS PER ORIGINAL

B. MAINTENANCE TERMS AND CONDITIONS:

1. The first year of maintenance repair and parts replacement for the proposed equipment will be covered by warranty. The warranty must cover all equipment components, parts, and cabling.

2. Maintenance and repair response time shall be specifically promised and stated in proposal.

3. Vendor must indicate location and availability of equipment manufacturers engineering support. State name, address, and telephone number.

4. Is a Maintenance Contract, equal to the first years warranty, available after expiration of warranty?

   [X] YES [ ] NO

   For how many years? One (1) year or more.
   Cost per year. $18% of total price.

5. In lieu of a Maintenance Contract, what are your per hour cost for repair and what are, if any, your minimum hours billed per call?
   $_____....minimum hours billed per call will be $115.00
   $45.00 labor, $70.00 travel charge

0038

AS PER ORIGINAL

02050

C. INFORMATION TO BE PROVIDED BY OFFEROR.

1. Brand names of proposed hardware:

   a. COMPUTERS: Compaq.

   b. MONITORS: Compaq.

   c. VIDEO BOARDS: Compaq.

   d. PRINTERS: Hewlett-Packard.

2. Repair reponse time guaranteed by offeror 24-72 hours.

3. Comments on manufacturers support: compaq has one year in-house warranty on parts and labor on their products nationwide.

4. Location of motherboard manufacturer: Houston, Texas.

5. Number of years manufacturer has been in business: seven (7) years

6. Company name, contact person, and telephone number of three (3) recent customers:

   a. Gulf Metal, Dale Parsons, (713) 926-1705.

   b. PC Help, Bob Bailey, (713) 780-2688.

   c. Texas Pipe, Larry Stephens, (713) 799-9235.

7. TOTAL PRICE: $ 20mg=13,327 for 3 each with printers.
   40mg=14,461 for 3 each with printers

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the 12th day of June, 1989 at a Regular Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, it is ordered that the bills be approved as presented by Robert Grayless, County Auditor.

********** APPROVED **********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

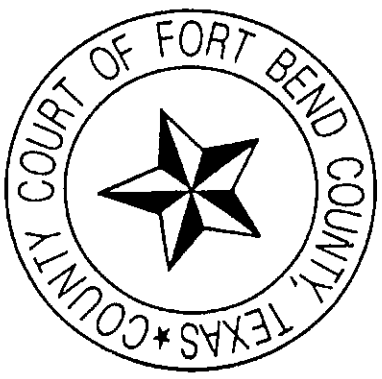
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON JUNE 27, 19 89.

STARTING WITH
FILM CODE NO. 89 vol. 38 pg. 1970

ENDING WITH
FILM CODE NO. 89 vol 38 pg. 2051



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 27 DAY OF JUNE, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 2054.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

02054

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, JUNE 19, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of June 12, 1989.

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. Approve service/maintenance agreement(s) on various County equipment.

6. Mr. Johnnie Cooper, County Extension Agent, re: request to renovate storage room for office space at Extension Service.

7. Consider approving letter of agreement with consultant Curt Dobbs for study of Classification & Compensation Program.

8. Consider approval of agreement with Diane Novy, M.A., L.P.C. for counseling services at Juvenile Probation.

9. Consider approving priority list of new projects on Farm to Market Roads for submission to State Dept. of Highways & Public Trans.

10. Consider accepting donation of property by The Parkway Corp. (Sugar Land area).

cancel 11. Consider purchase of 3 desks from another vendor for County Clerk.

12. Set public hearing for abandonment of Beltz Rd. between Hwy. 59 & Sweetwater Blvd., Pct. 4.

13. Consider change in departmental control of card key entry system in Travis Annex.

14. Consider accepting the change rider for the maintenance bond on file, providing as follows: change the name of the principal from Entex, Inc. to Entex, a division of Arkla, Inc.

15. Consider application from Star Cable Co. to lay cable along Vincik - Ehlert Rd. & Isleib Rd., Pct. 2.

16. Consider approval of commission agreement with AT&T for public pay phones.

17. Set public hearing on closing of Hardin Rd. & Meyer Rd. bridges at Snake Creek, Pct. 2.

18. Take action on the following bids: (1) Gasolines (#89-060); (2) Ford Dealer parts (#89-061); (3) RFP's for Compaq Desk Pro 286 Model or equal (#89-065).

19. Meet in Closed Session to discuss litigation (BFI) and land matters (County Engineer & Drainage District facilities), as authorized by Art. 6252-17, Sec. 2(e&f), VTCS, and consider taking action.

20. 10:30 a.m. - Drainage District Board will convene (separate agenda).

21. 1:30 p.m. - Open and consider bids for roof replacement for Pct. 3 facility, 1809 Eldrige Rd., Sugar Land (#89-067).

22. Approve bills.

25. ~~23~~. Adjournment.

FILED FOR RECORD
TIME 2:50 ~~A.M.~~ P.M.
JUN 15 1989
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda posted at County Courthouse & Jane Long Annex, Richmond, Texas, on Thursday, June 15, 1989 at 3:00 p.m. by Verna Landry.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, JUNE 19, 1989
10:30 O'CLOCK A.M.

1. Discuss and consider transferring Big Creek line item in the Drainage District Budget to Big Creek Fund.

2. Consider collection of letter of credit for Brazos Bend Oaks Subdivision in the Big Creek watershed.

3. Consider acceptance of drainage easement on Cedar Creek I-B.

4. Consider approving contract for design of structures on Big Creek Bypass.

5. Consider authorizing change of position title within Drainage District.

6. Consider taking action on expiring letter of credit for Vicksburg - Village of Cumberland.

7. Discuss and consider accepting proposals for implementation plan on Mustang Bayou.

8. Discuss monthly report.

9. Adjournment.

FILED FOR RECORD
TIME 2:50 ~~A.M.~~ P.M.

JUN 15 1989

Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

Agenda posted at Courthouse and Jane Long Annex, Richmond, Texas, on Thursday, June 15, 1989 at 3:00 p.m. by Velma Landry.

ADDENDUM TO AGENDA
OF MONDAY, JUNE 19, 1989
FORT BEND COUNTY COMMISSIONERS COURT
9:00 O'CLOCK A.M.

23 ~~1.~~ Mr. Steven Gilbert, Fort Bend Bar Assn., re: discuss and consider law library space.

24 ~~2.~~ Meet in Closed Session to discuss litigation (indigent care case), as authorized by Art. 6252-17, Sec. 2(e), VTCS, and consider taking action.

FILED FOR RECORD
TIME 8:55 A.M. ~~P.M.~~

JUN 16 1989

Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Addendum to Agenda posted at Courthouse and Jane Long Annex, Richmond, Texas on Friday, June 16, 1989 at 9:00 a.m. by Karen Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 19TH day of JUNE, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

Vince Ryan, City Councilman, City of Houston presented signed interlocal agreements between Fort Bend County and City of Houston.

1. APPROVE MINUTES OF MEETING OF JUNE 12, 1989:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of JUNE 12,1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve line item transfer for COUNTY CLERK. (Recorded in minutes in full)

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 COUNTY ENGINEER, PERSONNEL, COUNTY COURT AT LAW #2, DISTRICT ATTORNEY, COUNTY TREASURER and COUNTY CLERK. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENT(S) ON VARIOUS COUNTY EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve maintenance agreement for one mailing machine in Purchasing in the amount of $120.00 annual and maintenance agreement for 6 dictaphones for Sheriff's office in the amount of $3,219.00 annual.

6. MR. JOHNNIE COOPER, COUNTY EXTENSION AGENT, RE: REQUEST TO RENOVATE STORAGE ROOM FOR OFFICE SPACE AT EXTENSION SERVICE:

Moved by Commissioner Pressley to authorize renovation of storage room for office space subject to final approval by Commissioners' Court as requested by Johnnie Cooper, County Extension Agent. Funds to come from Permanent Improvement.
Failed due to lack of a second.

0038

02058

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 19 day of June, 1989, at a Regular Session of the Commissioner's Court, the following members being present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

NOW, THERETOFORE, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
COUNTY CLERK			
1050-0002-0200	693,301.00	691,301.00	($2,000.00)
1050-0002-0201	2,500.00	4,500.00	$2,000.00

DATE: 6-19-89

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

0038 4

02059

RECEIVED JUN 15 1989

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:

Dianne Wilson
Doris Wolf
Jane Maines
Shirley Davis

Period: Date of Departure Aug 16

Date of Return Aug 18

Purpose of Trip: TAC Post Legislative Conference

Places to be Visited: Austin

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

Dianne Wilson
Name

6-15-89
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

6/19/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

0038 02060

RECEIVED
JUN 15 1989
COUNTY JUDGE

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:

Dianne Wilson
Shirley Davis
Joel Hutto

Period: Date of Departure July 26

Date of Return July 28

Purpose of Trip: Probate Conference

Places to be Visited: Dallas

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

Dianne Wilson
Name

6-15-89
Date

County Clerk
Title

* * * \

0038
02061

RECEIVED
JUN 19 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure Sept. 17

Date of Return Sept. 22

Purpose of Trip: County Treasurer's Assoc. of Texas Annual Conference

Places to be Visited: Lubbock, Texas

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

Kathy Hymson
Name

06/19/89
Date

County Treasurer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

6/19/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

0038 02062

FORT BEND COUNTY

TRAVEL AUTHORIZATION

RECEIVED JUN 16 1989

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an ~~official trip outside of Fort Bend~~ County:

Mark Price

DATE OF DEPARTURE: July 10, 1989

DATE OF RETURN: July 11, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Seminar on Waste Disposal Regulations

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick, Criminal Dist. Attorney
Name & Department

DATE: 6-13-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 6/19/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

COUNTY OF FORT BEND

RECEIVED
JUN 16 1989
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure July 25, 1989

Date of Return July 29, 1989

Purpose of Trip: Texas College of Probate Judges Conference

Places to be Visited: Dallas, Texas

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

Walter McLean
Name

June 14, 1989
Date

Judge, County Court at Law No. 2
Title

* *

Approved: Commissioners' Court

County Judge

6/19/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
JUN 16 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Richard Selleh

DATE OF DEPARTURE: August 16, 1989

DATE OF RETURN: August 18, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: to attend seminar 8th Annual Governmental Risk Insurance Conference

MODE OF TRANSPORTATION: Personal auto

****

DEPARTMENT HEAD APPROVAL: Richard Selleh - Personnel
Name & Department

DATE: _____

Richard Selleh
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 6/19/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

0038 02065

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
JUN 16 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Phyllis Mikeska

Sandy Kucera

DATE OF DEPARTURE: August 16, 1989

DATE OF RETURN: August 18, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: to attend seminar 8th Annual Governmental Risk Insurance conference

MODE OF TRANSPORTATION: personal auto

****

DEPARTMENT HEAD APPROVAL: Richard Selleh - Personnel Department
Name & Department

DATE: _____

Richard Selleh
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 6/19/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

0038 02066

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED JUN 16 1989 COUNTY

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Ron D. Drachenberg, P.E.,R.P.S.

DATE OF DEPARTURE: June 22, 1989

DATE OF RETURN: June 23, 1989

DESTINATION: Dallas

PURPOSE OF TRIP: Attend Time Systems Computer Seminar

MODE OF TRANSPORTATION: Airplane

****

DEPARTMENT HEAD APPROVAL: Ron D. Drachenberg, P.E.,R.P.S./Engineering
Name & Department

DATE: 6-15-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 6/19/89

(Emergency Approval: _____ Date _____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

Fort Bend Extension Office Needs

Justification including work load, population, and long term growth patterns are in a separate document.

Building arrangement:

Move platemaker, offset press, collating and paper cutting to storage room.

Storage area is now about 13'X39'. Closing overhead door would not be practical. Proposed to enclose 13'X25' area and air condition. Needed in completing job would include:

Construction:

- One wall 13"x10' high, insulated and paneled both sides with insulation and double 3' doors 7' high with threshold
- Suspended ceiling
- Exhaust fan in outside wall to remove press chemicals
- Lighting - four 8' double bulb fluorescent lights
- Wall electrical outlets - 4 on 30 amp breakers.

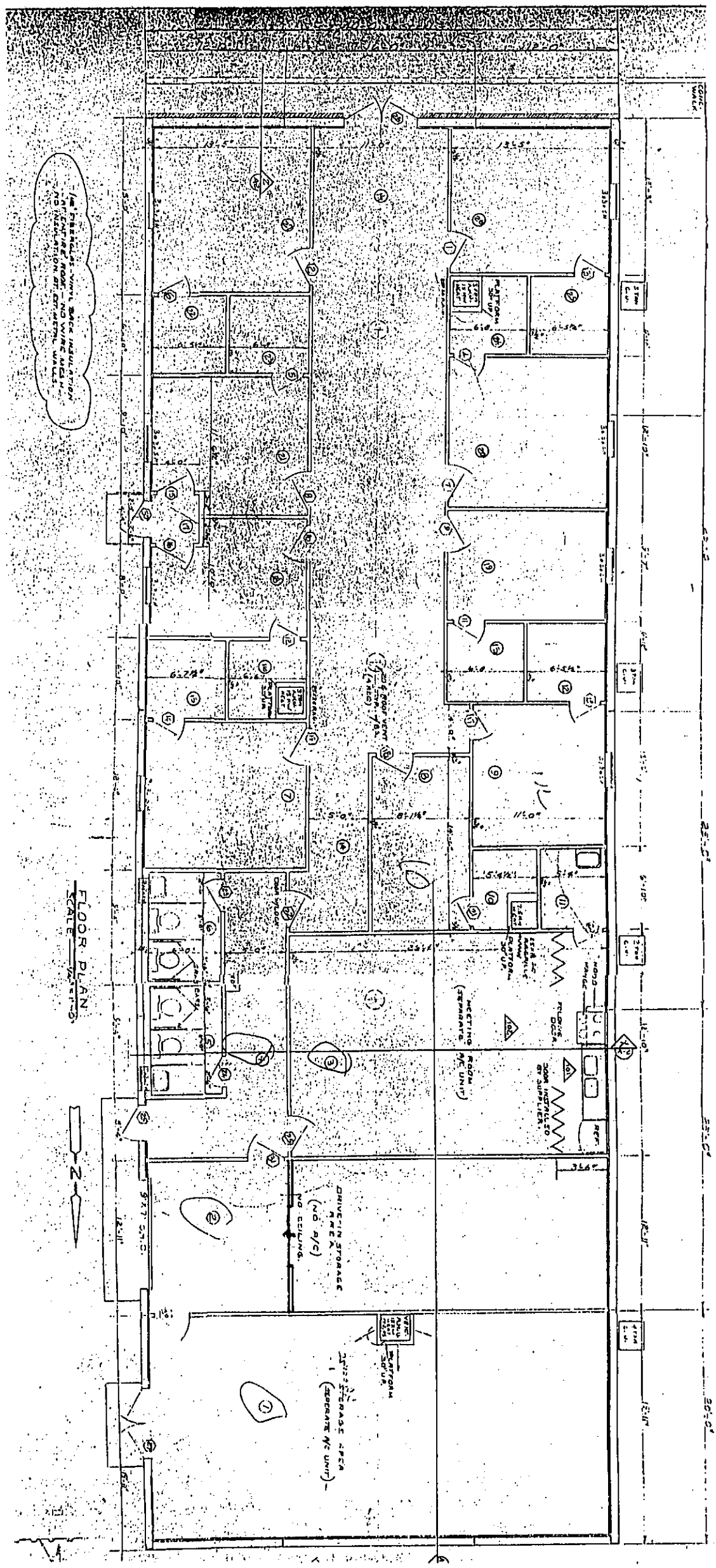
Estimated costs by Homestead Builders - **$2,900**

Air Conditioning:

- 2.5 ton unit with enough surplus to exhaust press fumes

Estimated costs by Custom Comfort - **$2,000**

AS PER ORIGINAL



Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize renovation of storage room for office space not to exceed $4,900.00 as requested by Johnnie Cooper, County Extension Agent. Funds to come from Permanent Improvement. (Recorded in minutes in full)

7. CONSIDER APPROVING LETTER OF AGREEMENT WITH CONSULTANT CURT DOBBS FOR STUDY OF CLASSIFICATION & COMPENSATION PROGRAM:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve letter of agreement with consultant Curt Dobbs for study of Classification & Compensation program at a cost of $5,000 plus expenses. Funds to come from Personnel Dept. budget. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF AGREEMENT WITH DIANE NOVY, M.A., L.P.C. FOR COUNSELING SERVICES AT JUVENILE PROBATION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve agreement with Diane Novy, M.A., L.P.C. for counseling services at Juvenile Probation, effective January 1, 1989 through December 31, 1989. (Recorded in minutes in full)

9. CONSIDER APPROVING PRIORITY LIST OF NEW PROJECTS ON FARM TO MARKET ROADS FOR SUBMISSION TO STATE DEPT. OF HIGHWAYS & PUBLIC TRANS.:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, Commissioners Court recommends submitting to State Dept. of Highways & Public Transportation the widening of FM 359 from Hwy. 90 to Pecan Grove.

10. CONSIDER ACCEPTING DONATION OF PROPERTY BY THE PARKWAY CORP. (SUGAR LAND AREA):

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to deny the donation of property by the Parkway Corporation (Sugar Land area). (Recorded in minutes in full)

11. CONSIDER PURCHASE OF 3 DESKS FROM ANOTHER VENDOR FOR COUNTY CLERK:

Cancel

12. SET PUBLIC HEARING FOR ABANDONMENT OF BELTZ RD., BETWEEN HWY. 59 & SWEETWATER BLVD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing for JULY 17, 1989 at 10:00 a.m. for abandonment of Beltz Rd., between Hwy. 59 & Sweetwater Blvd., Pct. 4.

13. CONSIDER CHANGE IN DEPARTMENTAL CONTROL OF CARD KEY ENTRY SYSTEM IN TRAVIS ANNEX:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to transfer control of card key entry system in Travis Annex from Building Maintenance to Personnel.

0038

02070

Curtis E. Dobbs
MANAGEMENT CONSULTANT

P. O. BOX 270099, DALLAS, TX 75227
TELEPHONE: 214/388-0968

April 6, 1989

Mr. Richard Selleh
Personnel Director
Fort Bend County
P. O. Box 326
Richmond, Texas 77469

Dear Mr. Selleh:

I am pleased to present this letter of understanding regarding the services we have agreed that I will provide Fort Bend County with respect to a review of the classification and pay plan.

Purpose and Scope

The purpose is to audit the existing classification and compensation plan in order to identify possible weaknesses, irregularities or inconsistencies in the pay grade and classification structure itself as well as within the compensation ranges. My work plan will be as follows:

1. Initial data collection and project planning.

2. Interviews with individual members of the Commissioners Court.

3. Interviews with selected elected officials, department heads and the Personnel Department.

4. Interview with the Classification Review Committee.

5. A review of compensation to include:

   a. Available market data compared to current salary levels
   b. Adequacy of current market data
   c. Compensation ratios
   d. Possible compression problems between pay grades
   e. General review of the step program
   f. Review of salary range spreads (percentage)

6. Testing of job ratings - one or two jobs per pay grade; and review of factor/degree definitions.

7. Preparation of a report summarizing findings, conclusions and recommendations.

8. A review of that report with you.

9. Preparation of a final report.

10. Presentation of key report findings, observations and recommendations to the Commissioners Court.

I anticipate being on-site for approximately 4-1/2 days: two days for the interviews indicated above, one day for the compensation review, and another day for the testing of ratings and factor/degree definitions and miscellaneous tasks. A final on-site visit would involve the presentation to the Commissioners Court.

Since this project is by nature a plan audit, there will not be a complete review of all jobs and all employees. Similarly, the number of individual interviews may have to be limited. These are key interviews for information purposes, not individual job audits. Following our discussions, I am assuming the availability of Bill Thomas to assist with data collection and some computer analysis tasks. Existing salary market data will be reviewed; but additional data, if needed, would be collected by your staff.

Project Deliverables

The written project deliverable will be a summary report which will include:

- Summary of project work steps
- Findings - pay grades and classifications
- Findings - compensation
- Consultant observations and conclusions
- Consultant recommendations

As mentioned above, I will also make a final presentation of the report highlights to the Commissioners Court.

Project Timing and Fees

As we have discussed, the project can be completed within approximately 30 calendar days, although this timetable could be affected by the availability of individuals who need to be interviewed as well as the date selected for the final presentation to the Commissioners Court. The specific on-site dates are yet to be determined and should be finalized as soon as possible.

As agreed, fees for the professional services provided will be $5,000, plus out-of-pocket and clerical expenses as necessary. I will render one invoice upon completion of the project (the Commissioners Court presentation).

Conclusion

I am, of course, truly pleased to be of continued service to Fort Bend County and look forward to working with you and the many people with whom I worked during the original study. This type of plan review is very useful to organizations as they continue to monitor the fairness and consistency of their pay plans. If you have any questions about this arrangement, please let me know as soon as possible. If you approve of the arrangement as described in this letter, please sign in the space provided below and return one copy of the letter to me. One signed copy, of course, is for your files. Thank you again for this opportunity.

Very truly yours,

Curtis E. Dobbs

CED:sc

Richard Selleh, Personnel Director
Fort Bend County, Texas

Date

The out-of-pocket expenses not to exceed $800 and to be paid with receipt of expense.

#8

0038

02073

AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES - JUVENILE PROBATION

THE STATE OF TEXAS *
COUNTY OF FORT BEND *

THIS AGREEMENT made and entered into by and between the COUNTY OF FORT BEND, hereinafter referred to as "COUNTY", the FORT BEND COUNTY JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and DIANE NOVY, M.A., L.P.C., hereinafter referred to as "PROVIDER".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs to reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles and their families individual, group and family counseling, bio

feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department. This program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles and their families, individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the COUNTY and BOARD. PROVIDER shall accept the COUNTY'S interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD'S program.

SECTION 2
TERM

2.01 Term of this agreement is from January 1, 1989 through December 31, 1989, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3
TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

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

Notice to PROVIDER shall be delivered to:

Diane Novy, M.A., L.P.C.
606 Sugar Creek Blvd.
Sugar Land, Texas 77478

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4
ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1989 through December 31, 1989, COUNTY shall pay PROVIDER the sum of $45.00 per hour for individual or family counseling sessions, the sum of $20.00 per hour for group therapy, and the sum of $5.00 per person for parenting education.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to

the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that counseling shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family.

8.02 In addition to the counseling services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER'S responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an

independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire

agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, PROVIDER shall abide by all statutes, ordinances, rules, and regulations pertaining to,

or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the COUNTY and BOARD to terminate this contract immediately upon delivery of written notice of termination to PROVIDER.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

COUNTY OF FORT BEND

by: Jodie E. Stavinoha
Jodie E.Stavinoha
County Judge

Date: 6/19/89

ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE PROBATION BOARD

by: _____
Chairman

Date: _____

Diane Novy, MA, LPC
DIANE NOVY, M.A., L.P.C.

Date: May 27, 1989

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

_____
Robert Grayless, County Auditor

0038
02082 AGENDA ITEM
10

AMERICAN
MORTGAGE COMPANY

DON L. RUSSELL
VICE CHAIRMAN

May 31, 1989

RECEIVED
JUN 1 1989
COUNTY JUDGE

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

RE: Donation of Property in Fort Bend County, Texas
by The Parkway Company

Dear Judge Stavinoha:

I'm pleased to enclose three (3) original Deeds executed by The Parkway Company in connection with subject land donation. Please have them properly executed by the County of Fort Bend and have the Deed recorded in the County records.

Please have one original, that has been fully perfected with signatures and recording information, returned to my office. As soon as this is completed, I will return it to the Attorney for The Parkway Company for their records.

Thank you for this opportunity to be of continued service to Fort Bend County.

RECEIVED
JUN 1 1989
COUNTY JUDGE

Very truly yours,

AMERICAN MORTGAGE COMPANY

Don L. Russell
Vice Chairman

DLR:dmb
Enclosures

AMERICAN MORTGAGE PLAZA, SUGAR LAND, TEXAS 77478 • (713) 283-7800
Mailing Address: P.O. BOX 61283, HOUSTON, TEXAS 77208

DEED

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

THE PARKWAY COMPANY, a Texas corporation (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid to Grantor by THE COUNTY OF FORT BEND, TEXAS (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to Grantee the real property described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, subject to any and all restrictions, covenants, conditions, rights-of-way and easements, if any, burdening or relating to the property described herein and to all zoning laws, regulations and ordinances of municipal or other government authorities, if any, relating to the property described herein, but only to the extent that any of the foregoing are still in effect (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns,

forever; subject, however, to the Permitted Encumbrances.

This conveyance is made without warranty or covenant of title, either express or implied, including specifically without limitation all warranties that might arise at common law and the implied covenants of title in § 5.023 of the Texas Property Code.

Grantee hereby assumes the payment of current ad valorem taxes on the herein described property. By execution of this Deed, Grantee hereby acknowledges delivery of the property herein described.

IN WITNESS WHEREOF, this Deed is effective as of the 1st day of May, 1989, but is executed as of the date of acknowledgment.

The address of Grantee is:

_____

_____

THE PARKWAY COMPANY, a Texas corporation

By: _____
Name: David H. Hoster II
Title: Executive Vice President

GRANTOR

THE COUNTY OF FORT BEND, TEXAS

By: _____
Name: _____
Title: _____

GRANTEE

THE STATE OF Mississippi)
COUNTY OF Hinds)

This instrument was acknowledged before me on May 17, 1989 by David H. Hosten II, as Executive Vice President of The Parkway Company, a Texas corporation, on behalf of such corporation.

Linda H. Young
Notary Public, State of Mississippi
LINDA H. YOUNG Notary Public
MADISON & HINDS COUNTIES, MS
My Commission Expires June 4, 1989
(printed name)

My commission expires:
June 4, 1989.

THE STATE OF TEXAS)
)
COUNTY OF FORT BEND)

This instrument was acknowledged before me on _____, 19___ by _____, as _____ of _____.

_____
Notary Public, State of Texas

_____
(printed name)

My commission expires:

_____.

X:\00001\00001\CD00151

EXHIBIT A

DESCRIPTION of 1.1288 acres of land out of the George Brown and Charles Belknap League A-15 and the F. Alcorn League, A-1, Fort Bend County, Texas lying between the cemetery site and Lots 5 thru 9 in Block 1, Sugar Creek Section 23 as recorded in Volume 17, Page 13, Fort Bend County, Texas Map Records, being more particularly described as follows:

BEGINNING at a 1 inch hub in a fence line located at the Southwest corner of Lot 4, Block 1, Sugar Creek Section 23 as recorded in Volume 17, Page 13, Fort Bend County, Texas records on the Easterly property line of the Cemetery site;

THENCE N 84° 19' 27" E, 90.48 feet generally along a wood fence to a 5/8 inch iron rod;

THENCE S 10° 12' 58" E, 272.60 feet generally along the wood fence, to a 5/8 inch iron rod;

THENCE S 40° 44' 20" E, 32.06 feet along said fence to a point for corner, said point lying on the Westerly lot line of Lot 8, Block 1, Sugar Creek Section 23;

THENCE S 01° 44' 44" E, 187.14 feet along the Westerly property line of Sugar Creek Section 23 to a point for corner, said point lying in Oyster Creek;

THENCE N 83° 14' 20" W, 106.35 feet along Oyster Creek to a point for corner, lying on the East property line of the Cemetery site;

THENCE along the Cemetery site N. 07° 23' 13" W, 461.96 feet along the East line of the Cemetery to the POINT OF BEGINNING and containing 1.1288 acres of land, more or less.

0038/2
02087

****

PUBLIC HEARING NOTICE

****

FOR: Beltz Rd

DATE: July 17

TIME: 10 AM

NEWSPAPER(S) Minor

INVOICE: Sugar Land Properties, Inc

14. CONSIDER ACCEPTING THE CHANGE RIDER FOR THE MAINTENANCE BOND ON FILE, PROVIDING AS FOLLOWS: CHANGE THE NAME OF THE PRINCIPAL FROM ENTEX, INC. TO ENTEX, A DIVISION OF ARKLA, INC.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the change rider for the maintenance bond on file as presented by Dan Gerken, Drainage Engineer. (Recorded in minutes in full)

15. CONSIDER APPLICATION FROM STAR CABLE CO. TO LAY CABLE ALONG VINCIK-EHLERT RD., & ISLEIB RD., PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Star Cable Co. to lay cable along Vincik-Ehlert Rd. & Isleib Rd., Pct. 2. (Recorded in minutes in full)

16. CONSIDER APPROVAL OF COMMISSION AGREEMENT WITH AT&T FOR PUBLIC PAY PHONES:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve agreement with AT&T for public pay phones at 5% commission for one year.

17. SET PUBLIC HEARING ON CLOSING OF HARDIN RD. & MEYER RD., BRIDGES AT SNAKE CREEK, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing on closing of Hardin Rd. & Meyer Rd. for JULY 17, 1989 at 10:15 a.m.

18. TAKE ACTION ON THE FOLLOWING BIDS: (1) GASOLINES #89-060; (2) FORD DEALER PART #89-061; (3) RFP'S FOR COMPAQ DESK PRO 286 MODEL OR EQUAL #89-065:

Award bid for gasolines:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to SOUTH COAST FUEL for gasoline at cost $0.031 (above the OPUS average price) per gallon. (Recorded in minutes in full)

Award bid for Ford dealer part:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to JOE MYERS FORD for Ford dealer parts at +5%. (Recorded in minutes in full)

Award bid for RFP'S for Compaq Desk Pro 286 model or equal:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until a later date.

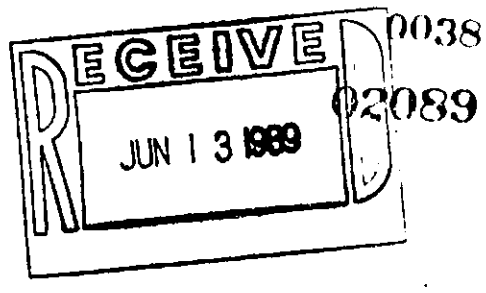
RECESS:

Commissioners' Court recessed at 10:35 a.m. for Drainage District meeting.

19. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (BFI) AND LAND MATTERS (COUNTY ENGINEER & DRAINAGE DISTRICT FACILITIES), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E&F), VTCS, AND CONSIDER TAKING ACTION:

Met in Closed Session.

14



SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

June 13, 1989

Mr. Ron Drachenberg
County Engineer
Fort Bend County, Texas

Re: Entex Bond No. 769G5815

Dear Mr. Drachenberg:

Reference is made to your transmittal letter of June 6, 1989 concerning the above stated bond. The Travelers Insurance Company has forwarded a change rider for the bond providing as follows:

> Change the name of the principal from Entex, Inc. to Entex, A Division of Arkla, Inc.

This office has no objection to the acceptance of said change rider by Fort Bend County. Should you have any questions, please feel free to call me at any time.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf

cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

0038

02090

TheTravelers

CHANGE RIDER

BOND NO.	ON BEHALF OF	
769G5815	Entex, Inc.	
DATE OF BOND	IN FAVOR OF	
4/24/87	Fort Bend County, TX	
ADDITIONAL PREMIUM	RETURN PREMIUM	EFFECTIVE DATE OF CHANGE
$ Nil	$ Nil	April 7, 1989

This rider is to be attached to and form a part of the above described bond.

In consideration of the additional or return premium shown above the surety hereby gives its consent to

Change the name of the principal from Entex, Inc. to Entex, A Division of Arkla, Inc.

Provided, however, that the aggregate liability of the surety for any one or more losses occurring prior to the effective date of change shall not exceed $150,000.00, or for any one or more losses occurring after said date exceed $150,000.00. It is further understood that in no event shall the surety's liability be cumulative.

Signed and dated on April 12, 1989
(Month, day, year)

THE TRAVELERS INDEMNITY COMPANY

By Charmaine E. Lanoix
(Attorney in fact)
Charmaine E. Lanoix, Attorney-in-Fact

Accepted

Fort Bend County, TX

By

S-2034 Rev. 10-81 Printed in U.S.A.

ORIGINAL

0038

The Travelers Indemnity Company

Hartford, Connecticut

02091

If necessary, validation of this power of attorney is available at (203) 277-7839. Collect calls will be accepted.

AS PER ORIGINAL

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

— Joe C. Ashley, Charles DeMetz, Bert Guiberteau, Jr., S. D. Johnson, Ivy A. Jones, Charmaine E. Lanoix, Josephine D. LeJeune, Doris Savoie, all of New Orleans, Louisiana, EACH —

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

— Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof —

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985 which Resolutions are now in full force and effect:

VOTED: That the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Corporate Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

VOTED: That any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by the Corporate Secretary or any Department Secretary or any Assistant Corporate Secretary or any Assistant Department Secretary, or shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985:

VOTED: That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

— This power of attorney revokes that dated June 19, 1987 on behalf of Joe C. Ashley, Carol B. Butcher, Josephine DelBosque, Bert Guiberteau, Jr., S. D. Johnson, Ivy A. Jones, Charmaine E. Lanoix, Doris S. Savoie, Thomas E. Whitney —

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 19th day of May 19 88.

THE TRAVELERS INDEMNITY COMPANY

By D. L. Santa

Secretary, Surety

S-2242 Rev. 2-87 Printed in U.S.A.

(Over)

AS PER ORIGINAL

)038
02092

State of Connecticut, County of Hartford—ss:

On this 19th day of May in the year 1988 before me personally came D. L. Banta to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he signed his name thereto by the above quoted authority; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, and that it was so affixed by authority of his office under the by-laws of said corporation.

GLORIA D. SEEKINS NOTARY PUBLIC CONNECTICUT

Gloria D. Seekins

Notary Public

My commission expires March 31, 1993

CERTIFICATION

I, J. Dennis Lane, Assistant Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, certify that the foregoing power of attorney, and the above quoted Resolutions of the Board of Directors of November 1, 1985 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 7th day of April 19 89 .

THE TRAVELERS INDEMNITY COMPANY SEAL

J. Dennis Lane

Assistant Secretary, Surety

S-2242 (BACK)

0038
02093

AS PER ORIGINAL

PERPETUAL BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE - GAS DISTRIB
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS LI
(AUTHORIZED)

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

BOND NO. 769G5815

KNOW ALL MEN BY THESE PRESENTS, that we ENTEX, INC. _____, as principal, and THE TRAVELERS INDEMNITY COMPANY as surety, are held and firmly bound unto FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, in the penal sum of One Hundred Fifty Thousand and No/100********** DOLLARS ($150,000.00***), lawful currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators and successors jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, construction, maintaining and/or repairing one or more cables conduits and/or pole lines / or Gas Distribution Lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, prusuant to the Commissioners Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume ____, at Page _____, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a perpetual bond covering all such cable, conduit and/or pole line / or Gas Distribution Lines activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line / or Gas Distribution Lines activity (including, but not limited to, the laying, construction, maintainence and/or repair of cables, conduits and/or pole lines) / or Gas Distribution Lines in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, Under the jurisdiction of the Commisisoners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and

conditions of the above mentioned Commissioners Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 24th day of April, 19 87.

ATTEST

By: [signature]

ENTEX, INC.
PRINCIPAL

[signature]
BY

THE TRAVELERS INDEMNITY COMPANY
SURETY

[signature]
BY N. Carothers, Attorney-in-Fact

COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the bond. If the problem is not resolved, you may also write to the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

AS PER ORIGINAL

0038

The Travelers Indemnity Company

Hartford, Connecticut

02095

If necessary, validation of this power of attorney is available at (203) 277-7839. Collect calls will be accepted.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

Albert W. Smith, N. Carothers, A. H. Lewis, Charles F. Layton, Jr., Janie Cantu, Phyllis Ramirez, Philip N. Bair, Margaret Buboltz, Lynn B. Mathes, Jimmye Langford, all of Houston, Texas, EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985 which Resolutions are now in full force and effect:

VOTED: That the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Corporate Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

VOTED: That any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by the Corporate Secretary or any Department Secretary or any Assistant Corporate Secretary or any Assistant Department Secretary, or shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985:

VOTED: That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

This power of attorney revokes any and all powers of attorney dated prior to November 1, 1985.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 1st day of November 19 85.

THE TRAVELERS INDEMNITY COMPANY

THE TRAVELERS INDEMNITY COMPANY SEAL

By D. L. Barita

Secretary, Surety

S-2242 Rev. 9-85 Printed in U.S.A.

(Over)

AS PER ORIGINAL 0038 02096

State of Connecticut, County of Hartford—ss:

On this 1st day of November in the year 1985 before me personally came D. L. Banta to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he signed his name thereto by the above quoted authority; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, and that it was so affixed by authority of his office under the by-laws of said corporation.

GLORIA D. SEEKINS NOTARY PUBLIC CONNECTICUT

Gloria D. Seekins

Notary Public

My commission expires April 1, 1988

CERTIFICATION

I, Paul D. Tubach, Assistant Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, certify that the foregoing power of attorney, and the above quoted Resolutions of the Board of Directors of November 1, 1985 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 24th day of April 19 87 .

THE TRAVELERS INDEMNITY COMPANY SEAL

Paul D. Tubach

Assistant Secretary, Surety

S-2242 (BACK)

#14 0038 02097

COUNTY OF FORT BEND

LETTER OF TRANSMITTAL

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

DATE 6/15/89 JOB NO.

ATTENTION Ms. Dianne Wilson

RE: Item #14 - Commissioners' Court 6/15/89

TO FBC Clerk

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	4/12/89		Original Change Rider/The Travelers Indemnity Co.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Dianne,

After the commissioners' court acceptance, please mail certified copy of the change rider to: Ms. Kathy McDonough
P. O. Box 519
Richmond, Texas 77469

If you have any questions, please contact this office.

COPY TO file

SIGNED: Ron D. Drachenberg, P.E., R.P.S.
FBC Engineer

If enclosures are not as noted, kindly notify us at once.

0038
02098

Marsh & McLennan

MAY 30 1989

Marsh & McLennan, Incorporated
105 West Capitol
P.O. Box 1310
Little Rock, Arkansas 72203
Phone 501-372-2222
Telex 5106013535, Telecopy 5013768402

May 25, 1989

County of Fort Bend
Engineering Department
P. O. Box 1449
Rosenberg, Texas 77471

Re: Entex
Bond No. 769G5815

Gentlemen:

Attached is an endorsement changing the name of the Insured on the captioned bond from Entex, Inc. to Entex, a Division of Arkla, Inc.

I trust you will find this endorsement in order for filing with the original bond which you hold in your files.

Respectfully,

Sue Morton

Sue Morton (Mrs.)
Bond Underwriter

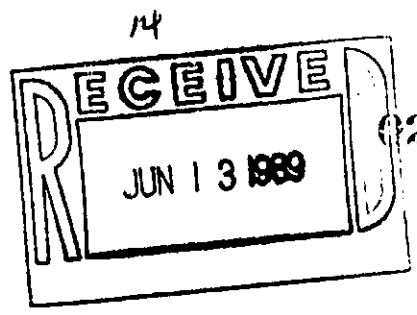
sm/

encls.

cc: Entex
P. O. Box 2628
Houston, Texas 77252

14

RECEIVED JUN 13 1989



0038

02099

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

June 13, 1989

Mr. Ron Drachenberg
County Engineer
Fort Bend County, Texas

Re: Entex Bond No. 769G5815

Dear Mr. Drachenberg:

Reference is made to your transmittal letter of June 6, 1989 concerning the above stated bond. The Travelers Insurance Company has forwarded a change rider for the bond providing as follows:

> Change the name of the principal from Entex, Inc. to Entex, A Division of Arkla, Inc.

This office has no objection to the acceptance of said change rider by Fort Bend County. Should you have any questions, please feel free to call me at any time.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf

cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

8929489
~~8720219~~

0038 02100

1933 2429
2131 1689

PERPETUAL BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS (AUTHORIZED) - GAS DISTRIBUTION LINES

BOND NO. 76905815

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS, that we ENTEX, INC., as principal, and THE TRAVELERS INDEMNITY COMPANY as surety, are held and firmly bound unto FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, in the penal sum of One Hundred Fifty Thousand and No/100******** ********** DOLLARS ($150,000.00***), lawful currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators and successors jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, construction, maintaining and/or repairing one or more cables conduits and/or pole lines / or Gas Distribution Lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, prusuant to the Commissioners Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume ____, at Page _____, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a perpetual bond covering all such cable, conduit and/or pole line / or Gas Distribution Lines activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line / or Gas Distribution Lines activity (including, but not limited to, the laying, construction, maintainence and/or repair of cables, conduits and/or pole lines) / or Gas Distribution Lines in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, Under the jurisdiction of the Commisisoners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and

Ret: Jane Bond file

AS PER ORIGINAL

RECORDED

2131 1690
1933 2430
0038 02101

conditions of the above mentioned Commissioners Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 24th day of April, 19 87.

ATTEST

By: Ronald Crowell

ENTEX, INC.
PRINCIPAL

Thomas B. Burke
BY

THE TRAVELERS INDEMNITY COMPANY
SURETY

BY N. Carothers, Attorney-in-Fact

COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the bond. If the problem is not resolved, you may also write to the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

RECORDED

AS PER ORIGINAL

2131 1691
1933 2431
0038

02102

The Travelers Indemnity Company

Hartford, Connecticut

If necessary, validation of this power of attorney is available at (203) 277-7839. Collect calls will be accepted.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

Albert W. Smith, N. Carothers, A. H. Lewis, Charles F. Layton, Jr., Janie Cantu, Phyllis Ramirez, Philip N. Bair, Margaret Buboltz, Lynn B. Mathes, Jimmye Langford, all of Houston, Texas, EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985 which Resolutions are now in full force and effect:

VOTED: That the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Corporate Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

VOTED: That any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by the Corporate Secretary or any Department Secretary or any Assistant Corporate Secretary or any Assistant Department Secretary, or shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985:

VOTED: That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

This power of attorney revokes any and all powers of attorney dated prior to November 1, 1985.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 1st day of November 19 85.

THE TRAVELERS INDEMNITY COMPANY SEAL

THE TRAVELERS INDEMNITY COMPANY

By D. L. Barila

Secretary, Surety

S-2242 Rev. 9-85 Printed in U.S.A.

(Over)

AS PER ORIGINAL 0038 02103

1933 2432

2171 1692

State of Connecticut, County of Hartford—ss:

On this 1st day of November in the year 1985 before me personally came D. L. Banta to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he signed his name thereto by the above quoted authority; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, and that it was so affixed by authority of his office under the by-laws of said corporation.

GLORIA D. SEEKINS NOTARY PUBLIC CONNECTICUT

Gloria D. Seekins

Notary Public

My commission expires April 1, 1988

CERTIFICATION

I, Paul D. Tubach, Assistant Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, certify that the foregoing power of attorney, and the above quoted Resolutions of the Board of Directors of November 1, 1985 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 24th day of April 19 87 .

THE TRAVELERS INDEMNITY COMPANY SEAL

Paul D. Tubach

Assistant Secretary, Surety

FILED

'87 APR -8 A8:10

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.

APR 10 1987

COUNTY COURT OF FORT BEND COUNTY, TEXAS

Dianne Wilson

County Clerk, Fort Bend Co., Tex.

S-2242 (BACK)

2131 1692 A

0038 02104

TheTravelers

CHANGE RIDER

BOND NO.	ON BEHALF OF	
769G5815	Entex, Inc.	
DATE OF BOND	IN FAVOR OF	
4/24/87	Fort Bend County, TX	
ADDITIONAL PREMIUM	RETURN PREMIUM	EFFECTIVE DATE OF CHANGE
$ Nil	$ Nil	April 7, 1989

This rider is to be attached to and form a part of the above described bond.

In consideration of the additional or return premium shown above the surety hereby gives its consent to

Change the name of the principal from Entex, Inc. to Entex, A Division of Arkla, Inc.

Provided, however, that the aggregate liability of the surety for any one or more losses occurring prior to the effective date of change shall not exceed $150,000.00, or for any one or more losses occurring after said date exceed $150,000.00 It is further understood that in no event shall the surety's liability be cumulative.

Signed and dated on April 12, 1989
(Month, day, year)

THE TRAVELERS INDEMNITY COMPANY

By Charmaine E. Lanoix
(Attorney in fact)
Charmaine E. Lanoix, Attorney-in-Fact

Accepted

Fort Bend County, TX

By

S-2034 Rev. 10-81 Printed in U.S.A.

ORIGINAL

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The Travelers Indemnity Company

Hartford, Connecticut

If necessary, validation of this power of attorney is available at (203) 277-7839. Collect calls will be accepted.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

— Joe C. Ashley, Charles DeMetz, Bert Guiberteau, Jr., S. D. Johnson, Ivy A. Jones, Charmaine E. Lanoix, Josephine D. LeJeune, Doris Savoie, all of New Orleans, Louisiana, EACH —

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

— Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof —

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985 which Resolutions are now in full force and effect:

VOTED: That the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Corporate Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

VOTED: That any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by the Corporate Secretary or any Department Secretary or any Assistant Corporate Secretary or any Assistant Department Secretary, or shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985:

VOTED: That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

— This power of attorney revokes that dated June 19, 1987 on behalf of Joe C. Ashley, Carol B. Butcher, Josephine DelBosque, Bert Guiberteau, Jr., S. D. Johnson, Ivy A. Jones, Charmaine E. Lanoix, Doris S. Savoie, Thomas E. Whitney —

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 19th day of May 19 88.

THE TRAVELERS INDEMNITY COMPANY

THE TRAVELERS INDEMNITY COMPANY SEAL

By D. L. Barita

Secretary, Surety

S-2242 Rev. 2-87 Printed in U.S.A.

(Over)

2131 1694

State of Connecticut, County of Hartford—ss:

On this 19th day of May in the year 1988 before me personally came D. L. Banta to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he signed his name thereto by the above quoted authority; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, and that it was so affixed by authority of his office under the by-laws of said corporation.

GLORIA D. SEEKINS NOTARY PUBLIC CONNECTICUT

Gloria D. Seekins

Notary Public

My commission expires March 31, 1993

CERTIFICATION

I, J. Dennis Lane, Assistant Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, certify that the foregoing power of attorney, and the above quoted Resolutions of the Board of Directors of November 1, 1985 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 7th day of April 19 89 .

THE TRAVELERS INDEMNITY COMPANY SEAL

J. Dennis Lane

Assistant Secretary, Surety

FILED

'89 JUN 21 P2:20

Dianne Nelson

COUNTY CLERK

S-2242 (BACK)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 19th day of June, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Star Cable Co. dated June 2, 1989, permit no. 81062 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81062

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

Karl E Baker
Karl E. Baker, P.E.
Assistant Engineer

6-9-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00

CANCELLATION OF PERMIT #81055, TRANSFER TO PERMIT# 81062

AS PER ORIGINAL

BANK MONEY ORDER

82797

REMITTER Star Cable

March 15, 1989

88-1998
1131

DATE

[redacted] $ 2000.00

PAY TO THE ORDER OF County of Fort Bend

BRAZORIA STATE BANK 2000 AND 00 CTS

AUTHORIZED SIGNATURE

Brazoria State Bank
BRANCH OF MOULTON STATE BANK
P.O. BOX 8 BRAZORIA, TX 77422 798-2181

Mattie Ann Davis Cecil Cashier
Etha Williams

⑈082797⑈ ⑆113119985⑆ 800 001⑈

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AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81062

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

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

Road 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
Vincik-~~Ehlert~~	Baker Rd. ~~Northeast~~	Esleib Rd	3732'
Esleib	Vincik-Ehlert Rd. (Northwest)	Poleline	1245'

General Description

Bury one .750 aluminum jacketed CATV cable 36" ~~below grade 10'~~ from edge of road. Install 2 ~~equipment pedestals as indicated~~ on attached map.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

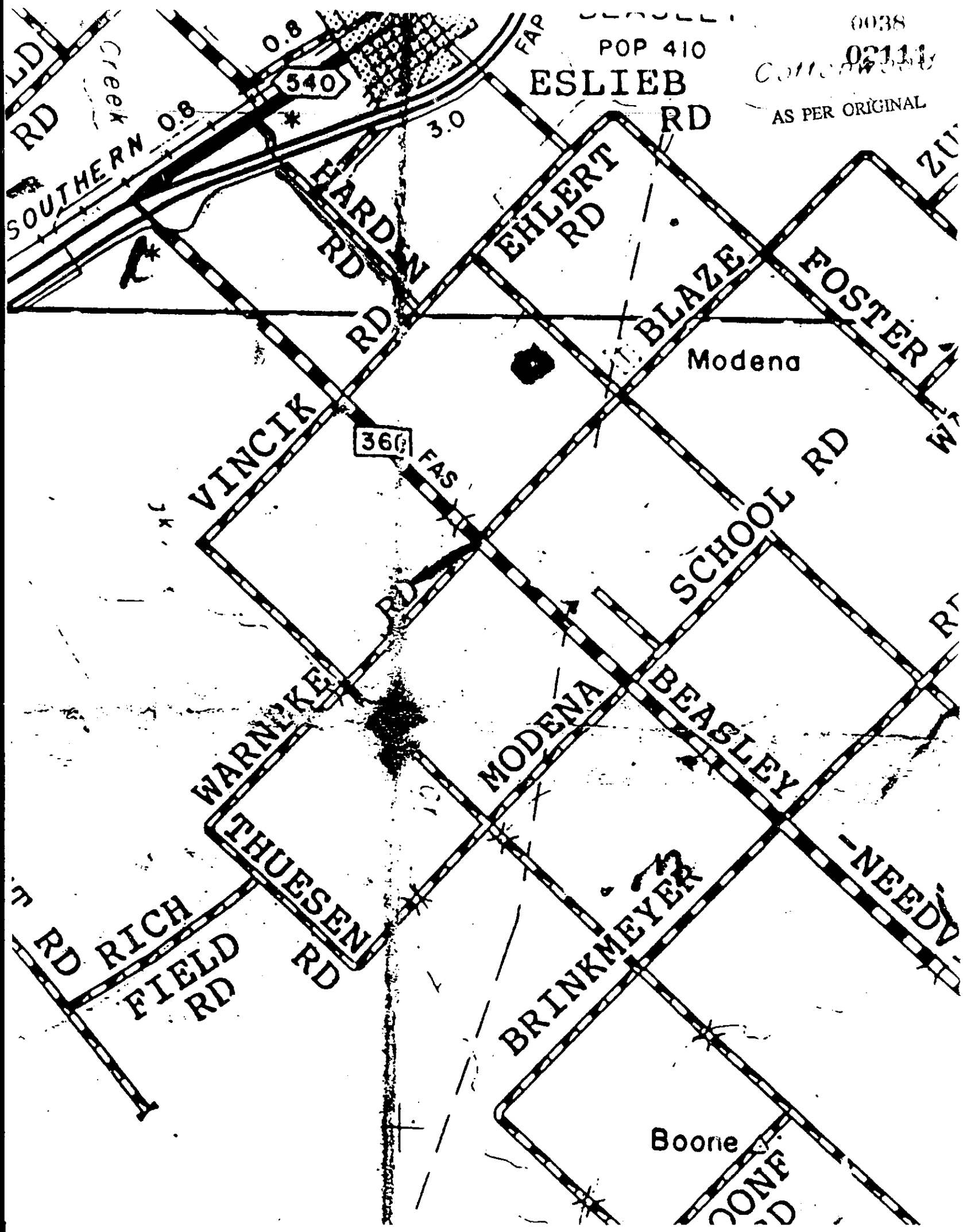
COMPANY NAME: Star Cable Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE Larry Schnack, ~~Project~~ Manager
(Please Print)

DATE: 2 June, 1989
ADDRESS: 1112 S. Brooks
(Street/P.O. Box)

Brazoria, TX 77422
City State Zip
TELEPHONE NO: (409)798-1946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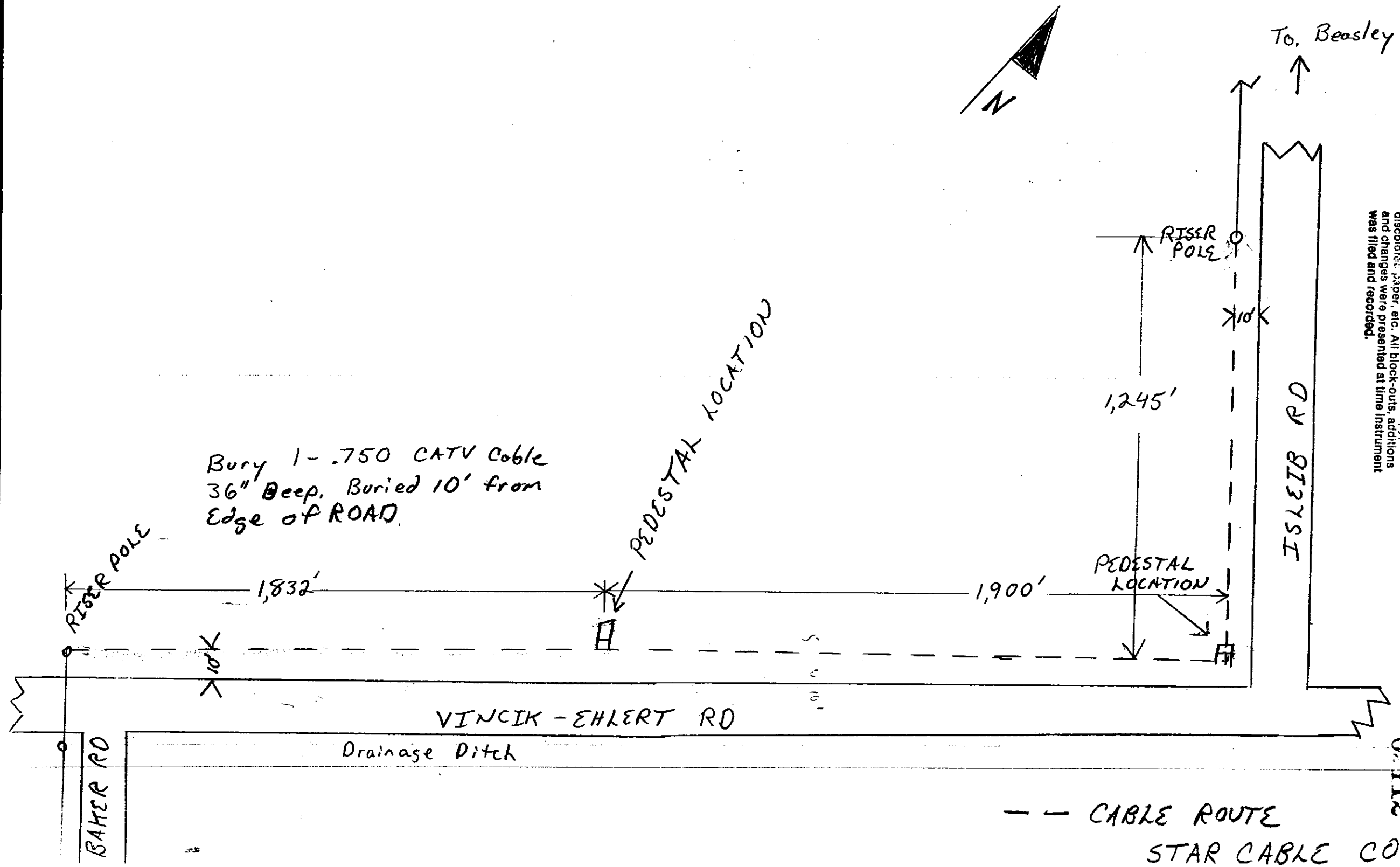
RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.



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AT&T Individual Commission Agreement

0038

0211 AT&T

This Agreement is entered into between AT&T Communications, Inc., acting on behalf of the Interstate Division of the American Telephone and Telegraph Company and the AT&T Communications interexchange companies (hereinafter "AT&T") and a FORT BEND COUNTY ("Agent").
Company name

WHEREAS Agent is responsible for the placement of public telephones on the premises listed in Attachment A hereto and has arranged for the placement on such premises of public telephones owned and operated by a local exchange company ("LEC"), the parties agree as follows:

1. Agent represents and warrants that it is authorized to make decisions concerning public telephone service at the locations listed in Attachment A, including the right to select the primary interexchange carrier ("PIC") for operator assisted ("0+") interLATA calls placed from those locations.

2. Agent hereby selects AT&T as the "0+" PIC for the LEC public telephones at the locations listed in Attachment A, and it appoints AT&T as its Agent for the purpose of submitting Agent's selection of AT&T as its PIC for such telephones. Agent also agrees that it will promptly sign and return any ballot received from a LEC in connection with "equal access" for that LEC's public telephones and to name AT&T as Agent's "0+" PIC on the ballot. Nothing in this Agreement requires Agent to route "1+" interLATA calls to AT&T from the telephones covered by this Agreement.

3. Agent must inform AT&T of the telephone line numbers for each of the LEC public telephones at the locations listed in Attachment A ("locations") and all changes or additions to those numbers. Agent may direct the appropriate LEC to provide AT&T with such information, but AT&T is not obligated to pay the commissions described in paragraph 5 below unless and until it has been provided with correct line numbers for the LEC public telephones.

4. Agent will use its best efforts to retain the placement of the LEC public telephones at the locations listed in Attachment A during the term of this Agreement. If the number of LEC public telephones covered by this Agreement decreases substantially, AT&T has the right to terminate this Agreement.

5. AT&T agrees to pay Agent a commission as described in Attachment B on the billed revenues for non-sent paid (i.e., collect, credit card and billed to third number) AT&T calls placed from the LEC public telephones at the locations listed in Attachment A, provided that:

   a. Agent complies with all of the requirements in paragraphs 1-4 above.

   X ~~b. Agent will indemnify and hold AT&T harmless against any claim by any third party for commissions relating to the LEC public telephones covered by this Agreement.~~

   c. Agent will provide AT&T or its designee with reasonable access to Agent's records relating to this Agreement.

6. This Agreement will begin upon the signing of this Agreement by both parties and will be in effect for the period described in Attachment B. AT&T's obligation to pay commissions pursuant to paragraph 5 above will begin on the date that any LEC first implements Agent's selection of AT&T as Agent's "0+" PIC from that LEC's covered telephones. AT&T may terminate this Agreement with respect to any or all of the locations listed in Attachment A by sending written notice to Agent if the Federal Communications Commission, a State Public Utilities Commission or a court of competent jurisdiction issues an order or ruling which contains terms or conditions that materially and adversely affect this Agreement, its profitability to AT&T, or the ability of AT&T or Agent to perform its

(over please)

obligations as set forth herein. In addition, if applicable rules and regulations change, so that Agent is not permitted to select the interexchange carrier for all "0+" dialed interLATA calls from the covered telephones, Agent's duty to route all such calls to AT&T will end, and AT&T may terminate this Agreement by sending written notice to Agent. Termination of this Agreement under this paragraph will not give Agent any right to seek damages from AT&T as long as AT&T complies with its obligations to Agent up to the date of termination.

7. Except in cases involving willful or wanton conduct, AT&T's liability to Agent is limited to its obligations to pay commissions as described above. AT&T SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT AT&T HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE), BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT.

8. Any technical or business information or data disclosed or furnished to Agent by AT&T ("information"), including all information relating to AT&T calls, remains the property of AT&T. When in tangible form, this information must be returned upon request. All such information must be kept confidential by Agent and used only in Agent's performance under this Agreement, unless the information was previously known to Agent without any obligation of confidentiality or is made public by AT&T.

9. This Agreement and any attachments hereto constitute the entire understanding between the parties. They supersede all prior understandings, oral or written representations, statements, negotiations, proposals and undertakings with respect to the subject matter hereof. All amendments to this Agreement must be in writing, must refer specifically to this Agreement and must be signed by authorized representatives of the parties.

AT&T Communications, Inc.

By: _____
(Authorized Signature)

_____
Date

Print/Type name: _____

Title: _____

FORT BEND COUNTY
Company Name

By: Jodie E. Stavinoha
(Authorized Signature)

June 19, 1989
Date

Print/Type name: Jodie E. Stavinoha

Title: County Judge

P. O. Box 368
Company address

Richmond, Texas 77469
City State Zip Code

(713) 341-8608
Company telephone number

69-0740105
Federal Tax ID (To issue commission checks)

Attachment A: Local Telephone Company Public Phones

02115

To ensure you receive your full commission, it is important that you write down each of your local telephone company public phone numbers.

(Complete one Attachment A form for each business address. You may have to copy this form before filling it out if you have multiple locations.)

a FORT BEND COUNTY
COMPANY NAME

P. O. BOX 368
COMPANY ADDRESS

RICHMOND TEXAS 77469
CITY STATE ZIP CODE

Governmental entity
TYPE OF COMPANY

George Beran, Building Serv. Supervisor
AUTHORIZED CONTACT PERSON

b SOUTHWESTERN BELL
LOCAL TELEPHONE COMPANY

_____ NEW ACCOUNT

_____ ADDITIONAL LINE(S)

_____ DISCONNECT LINE(S)

c Local Telephone Company Public Phone Number	d Set Type: Coin or Coinless	c Local Telephone Company Public Phone Number	d Set Type: Coin or Coinless
See Attached List			

e BY: Jodie E. Stavinoha
AUTHORIZED SIGNATURE

JODIE E. STAVINOHA
TYPE OR PRINT NAME

June 19, 1989
DATE

(713) 341-8608
PHONE NUMBER DURING BUSINESS HOURS

ACCEPTED BY: AT&T

AUTHORIZED SIGNATURE

TYPE OR PRINT NAME

DATE

AT&T

0017 12-88

APPOINTMENT OF AGENT

The undersigned does hereby appoint AT&T my agent, to act in my name and stead, to handle all arrangements with local telephone companies (LEC's) to select AT&T as the "0+" carrier for all current and any future LEC public telephones installed at all locations under my control throughout the United States. It is understood that only one "0+" long distance company may be selected for a LEC public telephone, and that the selection of more than one "0+" long distance company for a LEC public telephone may invalidate any choice. It is further understood that there may be a charge by the local telephone company(s) for each public telephone line if there is a change in choice of "0+" long distance companies following the initial selection.

FORT BEND COUNTY	
(Company)	
P. O. BOX 368	Jodie E. Stavinoha
(Address)	**(Signature)**
RICHMOND, TEXAS 77469	JODIE E. STAVINOHA, COUNTY JUDGE
(City, State)	**(Name and Title)**
(713) 341-8608	JUNE 19, 1989
(Business Telephone Number)	**(Date)**

FORT BEND COUNTY PUBLIC TELEPHONES

LIBRARY	1001 GOLFVIEW		232-8011
			8980
JAIL	1410 RANSOM	CELL 2A	232-7278
		DAY ROOM	7279
		DAY ROOM	7280
		CELL 1B	7281
		OUTSIDE DAY RM	7282
		OUTSIDE DAY RM	7283
		OUTSIDE DAY RM	7284
		OUTSIDE DAY RM	7285
		OUTSIDE DAY RM	7286
		OUTSIDE DAY RM	7287
		CELL 2B	7740
		CELL 1D	7741
		CELL 1E	7742
		CELL 2D	7744
		CELL 1C	7746
		CELL 2E	7748
		CELL G	7749
		CELL J1	7750
		CELL J2	7751
		CELL H	7752
		CELL F	7754
		CELL H	7755
		CELL I	7760
		CELL F	7761
		CELL G	7762
		CELL I	7766
		OUTSIDE DAY RM	7767
		OUTSIDE DAY RM	7768
		CELL 1E	7772
		CELL 2A	7773
		BOOKING AREA	8095
		ENTRANCE	8164
		PRISONER REC.	8250
		WOMENS DORM	8253
		HOLDING TANK	8905
FAIR	4310 HWY 36		8045
			8065
			8288
			8920
			8090
COURTHOUSE	401 JACKSON	1ST FLOOR	8068
		1ST FLOOR	8971
		3RD FLOOR	8076
		2ND FLOOR	8079

JANE LONG ANN.	501 JACKSON	Basement	232-8965
		1st Floor	8138
		1st Floor	8196
COUNTY CLERK	301 JACKSON		8163
ADULT PROB.	118 LEGION		8934
JUV. PROB.	307 FORT		8947
TRAVIS ANNEX	309 S. 4TH	1st Floor Lounge	8214
		1st Floor "	8229
		3rd Floor	8261
		3rd Floor	8262
Additional at JAIL	1410 RANSOM	Inside Cell G	7783
		Inside Cell H	7784
		Inside Cell I	7785

Attachment B:
AT&T Individual Commission Plan

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02119

This form details the AT&T Individual Commission Plan and needs to be returned with your signed contract.

1. The commission rate payable to Agent for each location listed in Attachment A and the term of this Agreement are set forth below:

Total Number Of Public Telephones At A Location Routing "0+" InterLATA Calls To AT&T	Commission Rate On AT&T Non-Sent Paid Revenues From LEC Public Phones
85+ Pay phones	11 %

The initial term of this Agreement is a period of two (2) years from the date Agent first begins earning commissions on any telephone listed in Attachment A pursuant to the terms of paragraph 6 of the Agreement.

This Agreement shall be automatically renewed for additional one year terms unless either party gives thirty (30) days' notice of its intention not to renew.

2. AT&T Non-Sent Paid Revenues will be calculated based on a monthly period beginning on the 16th day of each calendar month and ending on the 15th day of the following month.

AT&T

17
0038
02120

****

PUBLIC HEARING NOTICE

****

FOR: Hardin
Meyer

DATE: July 17

TIME: 10:15

NEWSPAPER(S) Herald Courier

INVOICE:

0038
02121

18/1

CONTRACT FOR THE PURCHASE OF GASOLINES FOR FORT BEND COUNTY. BID #89-060

COMPANY	BID PRICE REGULAR LEADED	BID PRICE REGULAR UNLEADED	BID PRICE PREMIUM UNLEADED	PROOF OF INSURANCE SUBMITTED	BID BOND SUBMITTED	REFERENCES SUBMITTED
SOUTH COAST FUEL P.O. BOX 14514 HOUSTON, TX 77221-4514	+$0.031	+$0.031	+$0.031	YES	YES	YES
SUGAR LAND BULK OIL P.O. BOX 133 SUGAR LAND, TX 77487	+$0.0375	+$0.0375	+$0.0375	YES	YES	YES
LOUIS DREYFUS ENERGY P.O. BOX 111 BEL AIR, MD 21014	NO BID	NO BID	+$0.0420	YES	YES	YES

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02122/8/2

CONTRACT FOR THE PURCHASE OF FORD DEALER PARTS. BID #89-061

COMPANY	BID PRICE EXPRESSED AS DEALER COST PLUS A PERCENT
JOE MYERS FORD, INC. 16634 NORTHWEST FWY HOUSTON, TX 77040	+5%
RUSSELL & SMITH FORD 3440 SOUTH LOOP WEST HOUSTON, TX 77025	+10%
JACK ROACH FORD 2727 SOUTHWEST FWY HOUSTON, TX 77098	BID WITHDRAWN

No action taken.

20. 10:30 A.M. - DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA):

See attached Drainage District Board minutes.

RECONVENE:

Commissioners' Court reconvened at 11: 00 a.m. for Closed Session.

21. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR ROOF REPLACEMENT FOR PCT. 3 FACILITY, 1809 ELDRIDGE RD., SUGAR LAND (#89-067):

Postpone until Thursday, June 22, 1989 at 1:30 p.m.

22. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve bills as presented by Robert Grayless, Auditor. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed until Thursday, June 22, 1989.

0038 21
02124

BID ITEM: ROOF REPLACEMENT FORT BEND COUNTY PRECINCT #3 FACILITY

BID NUMBER: 89-067

VENDORS NOTIFIED BY MAIL

COMPANY	BID PRICE
AARON BRUCE COMPANY	
BASS CONSTRUCTION CO., INC.	
CAGLE CONSTRUCTION CO., INC.	
CALCO CONSTRUCTION CO.	
CHAMPION CONSTRUCTION	
CONSTRUCTION & CONSULTING	
DERNEHL CONSTRUCTION, INC.	
DRYMALLA CONSTRUCTION CO. ✓	$ 19,993
HANNA CONSTRUCTION CO.	
HENRY BROTHERS, INC.	
HOMESTEAD BUILDERS, INC.	
JAMES ELLIOTT CONSTRUCTION ✓	$ 24,794
SHB BUILDERS, INC.	
SHIRLEY CONSTRUCTION CO., INC.	
TEXAS M & M BUILDERS, INC.	
SHANK'S HOME REPAIR	

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the _____ day of _____, 1989 at a _____ Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

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

********** APPROVED **********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m. Thursday, June 22, 1989.

21. OPEN AND CONSIDER BIDS FOR ROOF REPLACEMENT FACILITY, 1809 ELDRIDGE RD., SUGAR LAND:

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

A)	DRYMALLA CONSTRUCTION CO.	$ 19,993
B)	JAMES ELLIOTT CONSTRUCTION	$ 24,794

22. ADJOURNMENT:

Commissioners' Court adjourned at 1:35 p.m. Thursday, June 22, 1989.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 19TH day of JUNE, Drainage District Board of Fort Bend County, Texas met with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK
DAN GERKEN	DRAINAGE MANAGER

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

1. DISCUSS AND CONSIDER TRANSFERRING BIG CREEK LINE ITEM IN THE DRAINAGE DISTRICT BUDGET TO BIG CREEK FUND:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize transfer of Big Creek Line Item in the amount of $999,200 to Big Creek Fund as requested by Dan Gerken, Drainage Engineer.

2. CONSIDER COLLECTION OF LETTER OF CREDIT FOR BRAZOS BEND OAKS SUBDIVISION IN THE BIG CREEK WATERSHED:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize collection of Letter of Credit in the amount of $29,270.40 for Brazos Bend Oaks Subdivision in the Big Creek Watershed as requested by Dan Gerken.

3. CONSIDER ACCEPTANCE OF DRAINAGE EASEMENT ON CEDAR CREEK I-B:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept drainage easement on Cedar Creek I-B as requested by Dan Gerken. (Recorded in minutes in full)

4. CONSIDER APPROVING CONTRACT FOR DESIGN OF STRUCTURES ON BIG CREEK BYPASS:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve contract for design of structures on Big Creek Bypass as requested by Dan Gerken subject to approval by Fort Bend County Water Supply Corp.

5. CONSIDER AUTHORIZING CHANGE OF POSITION TITLE WITHIN DRAINAGE DISTRICT:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize change of position title from One Lt. Equipment Operator to One Clerk I as requested by Dan Gerken.

DOB #43

AS PER ORIGINAL

0038

02128

FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Mr. & Mrs. Michael Levis Estate

Sidney Levis Mrs. Elenor Wright

11110 Atwell

Houston, Texas 77096

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement of an aggregate width of 100 feet, being 100 feet, extending at right angles, on ~~each~~ right side of the following line and course across said land, to-wit:

Beginning at the point where the centerline or thread of Cedar Creek (also called Ditch I-B by the Fort Bend County Drainage District) intersects the Southeasterly boundary of Grantor's 125 acre tract, located in the Wm. Prater Survey, Abstract 120, of Brazoria County, Texas;

Thence upstream along the various meanders of said centerline to intersect the Northwesterly boundary of Grantor's tract, being the termination point of this easement.

~~During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing upon the premises of Grantor, immediately adjoining the easement as above described.~~ ste EEW

ste EEW

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 28TH day of APRIL, A. D. 1989.

Sidney Levis

SIDNEY LEVIS

Eleanor L. Wright

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME

GLENDA L. ROPER, NOTARY PUBLIC, in and for HARRIS County, Texas, on this day personally appeared SIDNEY LEVIS

known to me to be the person whose name IS subscribed to the foregoing instrument, and acknowledged ~~to me that he executed~~ the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 28TH day of APRIL, A. D. 19 89

(L. S.)

GLENDA L. ROPER
Notary Public, State of Texas
My Commission Expires 3-21-90

Glenda L. Roper

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME

VANESSA D. WEST NOTARY PUBLIC, in and for HARRIS County, Texas, on this day personally appeared ELEANOR L. WRIGHT, ~~wife~~ sister of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said CO-EXECUTOR acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 15th day of MAY, A. D. 19 89

(L. S.)

VANESSA D. WEST
Notary Public, State of Texas
My Commission Expires 9-2-90

Vanessa D. West

THE STATE OF TEXAS
COUNTY OF

BEFORE ME

, in and for County, Texas, on this day personally appeared and , his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of , A. D. 19

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,
County of

I, , Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of , A. D. 19 with its authentication, was filed for record in my office on the day of , A. D. 19 at o'clock M., and duly recorded this the day of , A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page .

Witness my hand and the seal of the County Court of said County, at office in , Texas, the day and year last above written.

Clerk of Court, County, Texas.

By , Deputy

6. CONSIDER TAKING ACTION ON EXPIRING LETTER OF CREDIT FOR VICKSBURG-VILLAGE OF CUMBERLAND:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize collection of letter of credit for Vicksburg-Village of Cumberland.

7. DISCUSS AND CONSIDER ACCEPTING PROPOSALS FOR IMPLEMENTATION PLAN ON MUSTANG BAYOU:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept proposals for implementation plan on Mustang Bayou from Pate Engineers, Inc. not to exceed $40,000. Funds to come from Drainage District budget. (Recorded in minutes in full)

8. DISCUSS MONTHLY REPORT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept Drainage District Monthly Report for May 1989. (Recorded in minutes in full)

9. ADJOURNMENT:

Drainage District Board adjourned at 10:55 p.m. Monday, June 19, 1989.

0038 DD #7

02132

PATE ENGINEERS, INC.

AS PER ORIGINAL

June 16, 1989

Mr. Daniel E. Gerken, P.E.
Fort Bend County Drainage District
P.O. Box 1028
Rosenberg, Texas 77471

Reference: Proposal for Professional Engineering Services
Mustang Bayou Plan Development

Dear Mr. Gerken:

This letter presents our proposal to perform professional engineering services in connection with preparation of a plan of improvements for the Mustang Bayou watershed in eastern Fort Bend County, Texas. The plan would address watershed improvements necessary to resolve existing out-of-bank flooding as well as implementation issues such as project phasing and watershed impact fee.

The specific scope of services proposed for plan development are as follows:

1. Collect available plans on Mustang Bayou and lateral channels such as the Quail Glen outfall channel and the highflow bypass channel.

2. Recommend field surveys to be performed by the Drainage District necessary to establish HEC-2 model of Mustang Bayou.

3. Establish HEC-1 and HEC-2 models for analysis and design of improvements for Mustang Bayou.

4. Define and evaluate in consultation with the District improvement alternatives including increased high-flow bypass to Kitty Hollow Lake, Mustang Bayou channel improvements with regional stormwater detention within the Mustang Bayou watershed or a combination thereof.

5. For the recommended plan, refine estimated project cost including structures, right-of-way, bridge replacements, channel excavation, and pipeline adjustments.

6. Define project implementation plan including the recommended initial phase project and proposed impact fee.

13403 Northwest Freeway, Suite 160 Houston, Texas 77040-6071 (713) 462-3178

Mr. Daniel E. Gerken, P.E.
Fort Bend County Drainage District
June 16, 1989
Page Two

7. Prepare detailed technical report with text, exhibits and tables presenting the results, conclusions and recommendations concerning flood control improvements for Mustang Bayou.

We propose to provide these services for a lump sum fee of $ 40,000. The estimated time to complete the initial draft report is 90 days from receipt of all field data collected by the Drainage District.

We appreciate the opportunity to submit this proposal and look forward to the opportunity to be of service to the Drainage District.

Very truly yours,

PATE ENGINEERS, INC.

Ronald L. Mullinax, P.E.
Vice President

RLM/tav
RLM321

DDB
#8

0038
02134

COUNTY OF FORT BEND

Drainage District

Daniel E. Gerken, P.E.
Manager / Engineer

Engineering / Administration
P. O. Box 1028 / 3417 Avenue F
Rosenberg, Texas 77471
342-2863

Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

MONTHLY REPORT

MAY, 1989

The removal of vegetation from channels during May, 1989 was accomplished by both shredding operations and by herbicide applications.

Forty-four (44) channels, including Buffalo Creek I-B-3 and three (3) of its tributaries, Flewellen Ditch II-E, Fulshear Creek II-F, and Stafford Run Creek II-K-1 were shredded.

Forty-five (45) channels, including East Bernard Ditch I-G, Fairchilds Creek II-B-10-b, Jones Creek II-E-5, and Rabbs Bayou II-D received herbicide treatments.

The District's bridge crew replaced a bridge across Flatbank Creek II-K and a low-water crossing across Hady Creek II-F-2. One low-water crossing was also repaired on Hady Creek II-F-2.

Excavation continued on the Big Creek Bypass where the Northwest 9570 dragline dug twenty-one thousand (21,000) cubic yards of dirt.

The District's Rapier NCK-305 dragline began on the excavation of a new channel at the County Landfill. It begins at Seabourne Creek and ends at Klauke Road. When completed there will be four (4) culvert crossings installed. Five thousand three hundred (5,300) cubic yards of dirt were dug and used by Laidlaw in its landfill operations.

The Rabbs Bayou II-D project continued during May with the Linkbelt LS-98A dragline and the Fiat Allis FD-20 bulldozer. Work also began on the repair of erosion damage at the concrete box culverts at the confluence of Rabbs Bayou II-D and Middle Bayou II-D-1.

The Willow Waterhole project continued during May. Approximately fourteen thousand five hundred (14,500) cubic yards of dirt were dug.

The following charts show each project and which equipment was used during May, 1989.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

1. BIG CREEK II-B-6
   E538-EL240HYDR. EXCAVATOR 5/26

2. BIG CREEK II-B-8
   E226-CATERPILLAR D6D DOZER 5/4

3. BIG CREEK II-B-9
   E538-EL240HYDR. EXCAVATOR 5/24

4. BIG CREEK BYPASS II-B ALT
   E135-NORTHWEST 9570 DRAGLINE 5/1-5/5, 5/8-5/12, 5/15-5/19, 5/23-5/24, 5/30
   E247-RAPIER NCK305 DRAGLINE 5/1-5/2
   E526-DRESSER TD25G DOZER 5/1-5/5, 5/8-5/12, 5/15-5/19, 5/22-5/26, 5/30-5/31
   E532-DRESSER TD25G DOZER 5/1-5/5

5. CITY OF ROSENBERG ROSENBERG
   E226-CATERPILLAR D6D DOZER 5/1-5/3, 5/31
   E538-EL240HYDR. EXCAVATOR 5/1-5/2

6. COUNTY SANITARY LANDFILL LANDFILL
   E247-RAPIER NCK305 DRAGLINE 5/3-5/4, 5/8-5/12, 5/15-5/17, 5/19, 5/22-5/26, 5/30-5/31
   E511-CHAMPION 710A MOTORGRADER 5/22-5/23, 5/25

7. COW CREEK II-A
   E133-NORTHWEST 41AIR DRAGLINE 5/1-5/4
   E241-CASE 855C LOADER#7402317 5/5, 5/8
   E519-LINKBELT LS2800 TRACKHOE 5/2-5/5, 5/10-5/12, 5/16-5/19, 5/22, 5/25-5/26, 5/30-5/31
   E532-DRESSER TD25G DOZER 5/8-5/12, 5/15-5/19, 5/22-5/24, 5/26, 5/30-5/31
   E538-EL240HYDR. EXCAVATOR 5/4, 5/8-5/12, 5/15-5/19, 5/23-5/24

8. FAIRCHILDS CREEK II-B-10-b
   E538-EL240HYDR. EXCAVATOR 5/30-5/31

9. FLAT BANK CREEK II-k
   E133-NORTHWEST 41AIR DRAGLINE 5/4-5/5, 5/8-5/12, 5/15-5/19, 5/22

10. GUY CREEK I-A-1
    E538-EL240HYDR. EXCAVATOR 5/25-5/26

11. HADY CREEK II-F-2
    E133-NORTHWEST 41AIR DRAGLINE 5/26, 5/30-5/31
    E137-FIAT ALLIS 16B DOZER 5/30

12. RABBS BAYOU II-D
    E133-NORTHWEST 41AIR DRAGLINE 5/22-5/26
    E134-LINKBELT LS98A DRAGLINE 5/2-5/4, 5/10-5/12, 5/15-5/17, 5/26-5/26, 5/30-5/31
    E222-FIAT ALLIS FD20 DOZER 5/1-5/3, 5/5, 5/8-5/12, 5/15-5/17, 5/22-5/26, 5/30-5/31
    E226-CATERPILLAR D6D DOZER 5/8-5/12, 5/15-5/17, 5/22-5/25, 5/30
    E241-CASE 855C LOADER#7402317 5/8, 5/10-5/12, 5/15-5/17
    E511-CHAMPION 710A MOTORGRADER 5/1, 5/9

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

13. TURKEY CREEK I-D

E222-FIAT ALLIS FD20 DOZER	5/4

14. WILLOW WATERHOLE VIII-C-1

E193-LINKBELT LS128 DRAGLINE	5/1-5/5, 5/8-5/12, 5/15-5/19, 5/22-5/24, 5/30-5/31
E222-FIAT ALLIS FD20 DOZER	5/22
E224-FIAT ALLIS FD20 DOZER	5/1-5/4, 5/8-5/12, 5/15-5/18, 5/22-5/26, 5/30-5/31
E225-FIATALLIS FG85MOTORGRADER	5/2-5/3, 5/26
E227-FIAT ALLIS FD30 DOZER	5/1-5/3, 5/8-5/12, 5/16-5/18, 5/25-5/26, 5/30-5/31
K305-KOEHRING K305 DRAGLINE	5/25-5/26

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

1. PRECINCT 4

E113-JOHNDEERE 350C SLOPEMOWER	5/9
E115-JOHNDEERE 350C SLOPEMOWER	5/9

2. BIG CREEK II-B

E107-JOHNDEERE 350C SLOPEMOWER	5/22
E154-CASE 1390 TRACTOR	5/8-5/11, 5/16-5/18, 5/22, 5/24-5/25
E512-HESSTON 7066 TRACTOR	5/8-5/11, 5/17-5/18, 5/22, 5/25

3. BIG CREEK II-B-6

E154-CASE 1390 TRACTOR	5/26, 5/30-5/31
E512-HESSTON 7066 TRACTOR	5/26, 5/30-5/31

4. BRAZOS RIVER II-GG

E112-JOHNDEERE 350C SLOPEMOWER	5/23
E117-JOHNDEERE 350C SLOPEMOWER	5/23

5. BROOKSHIRE CREEK II-F-1

E128-INTL. 784 SLOPEMOWER	5/16-5/17
E146-INTL. 784 TRACTOR	5/15-5/17
E243-FORD 6610 SLOPEMOWER	5/25, 5/30
E513-HESSTON 7066 TRACTOR	5/19, 5/30
E524-HESSTON 7066 SLOPEMOWER	5/17

6. BROOKSHIRE CREEK II-F-1-d

E128-INTL. 784 SLOPEMOWER	5/10-5/12
E146-INTL. 784 TRACTOR	5/10-5/12

7. BUFFALO CREEK I-B-3

E123-JOHNDEERE 350C SLOPEMOWER	5/3-5/3, 5/8-5/11, 5/30-5/31
E130-INTL. 784 SLOPEMOWER	5/10-5/10, 5/30-5/31
E155-CASE 1390 TRACTOR	5/1-5/2, 5/23-5/24, 5/26, 5/30-5/31
E514-HESSTON 7066 TRACTOR	5/10, 5/23-5/26, 5/30-5/31
E525-HESSTON 7066 SLOPEMOWER	5/9
E531-CASE 450	5/1-5/3, 5/8-5/12, 5/30-5/31

8. BUFFALO CREEK I-B-3-d

E123-JOHNDEERE 350C SLOPEMOWER	5/12, 5/16-5/17, 5/25-5/26
E130-INTL. 784 SLOPEMOWER	5/10, 5/17
E514-HESSTON 7066 TRACTOR	5/10-5/11, 5/16-5/17
E525-HESSTON 7066 SLOPEMOWER	5/17
E531-CASE 450	5/16-5/17

9. BUFFALO CREEK I-B-3-f

E155-CASE 1390 TRACTOR	5/16-5/17
E514-HESSTON 7066 TRACTOR	5/25
E518-MF 283 SLOPEMOWER	5/11, 5/16-5/17, 5/25

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

10. BUFFALO CREEK I-B-3-i

E155-CASE 1390 TRACTOR	5/3, 5/5, 5/8-5/9
E514-HESSTON 7066 TRACTOR	5/5
E518-MF 283 SLOPEMOWER	5/8, 5/10-5/11

11. BULLHEAD SLOUGH II-L

E118-JOHNDEERE 350C SLOPEMOWER	5/8

12. CHOCOLATE BAYOU X

E142-MF 255 TRACTOR	5/10
E157-CASE 1390 TRACTOR	5/10
E523-HESSTON 7066 SLOPEMOWER	5/10

13. CHOCOLATE BAYOU X-A

E111-JOHNDEERE 350C SLOPEMOWER	5/9
E142-MF 255 TRACTOR	5/9-5/10
E157-CASE 1390 TRACTOR	5/9
E523-HESSTON 7066 SLOPEMOWER	5/9

14. CHOCOLATE BAYOU X-B

E111-JOHNDEERE 350C SLOPEMOWER	5/10
E142-MF 255 TRACTOR	5/10-5/11
E157-CASE 1390 TRACTOR	5/11

15. COW CREEK II-A

D550-KOMATSU D21E SLOPEMOWER	5/11
E127-JOHNDEERE 350C SLOPEMOWER	5/10, 5/12

16. COW CREEK II-A-5

E512-HESSTON 7066 TRACTOR	5/24

17. FLEWELLEN DITCH II-E-10

E113-JOHNDEERE 350C SLOPEMOWER	5/10, 5/12
E115-JOHNDEERE 350C SLOPEMOWER	5/10-5/12, 5/16-5/17, 5/30
E146-INTL. 784 TRACTOR	5/19, 5/22
E243-FORD 6610 SLOPEMOWER	5/16
E524-HESSTON 7066 SLOPEMOWER	5/16

18. FLEWELLEN DITCH II-E-10-a

E113-JOHNDEERE 350C SLOPEMOWER	5/15, 5/17, 5/30-5/31
E115-JOHNDEERE 350C SLOPEMOWER	5/31

19. FLEWELLEN DITCH II-E-10-b

E113-JOHNDEERE 350C SLOPEMOWER	5/22, 5/24-5/26
E115-JOHNDEERE 350C SLOPEMOWER	5/22-5/26

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

20. FULSHEAR CREEK II-F

E128-INTL. 784 SLOPEMOWER	5/22, 5/24, 5/26
E154-CASE 1390 TRACTOR	5/3-5/4
E243-FORD 6610 SLOPEMOWER	5/1, 5/3-5/4, 5/17, 5/22, 5/24, 5/26
E513-HESSTON 7066 TRACTOR	5/22, 5/24, 5/26
E524-HESSTON 7066 SLOPEMOWER	5/1, 5/2, 5/22

21. JONES CREEK II-E-5

E112-JOHNDEERE 350C SLOPEMOWER	5/8

22. KEEGANS BAYOU VII-B-1

E515-HESSTON 7066 TRACTOR	5/10

23. MEANS DITCH I-F

E513-HESSTON 7066 TRACTOR	5/25

24. MIDDLE BAYOU II-D-1

E111-JOHNDEERE 350C SLOPEMOWER	5/16-5/18, 5/22, 5/24
E142-MF 255 TRACTOR	5/16-5/19, 5/22, 5/24
E157-CASE 1390 TRACTOR	5/17-5/18
E524-HESSTON 7066 SLOPEMOWER	5/8

25. MUSTANG CREEK IV-A

E111-JOHNDEERE 350C SLOPEMOWER	5/10, 5/12, 5/15
E142-MF 255 TRACTOR	5/11-5/12, 5/15
E157-CASE 1390 TRACTOR	5/11

26. OYSTER CREEK II-K

E111-JOHNDEERE 350C SLOPEMOWER	5/5-5/6
E119-JOHNDEERE 350C SLOPEMOWER	5/1, 5/3
E122-JOHNDEERE 350C SLOPEMOWER	5/3, 5/11
E142-MF 255 TRACTOR	5/7-5/8
E157-CASE 1390 TRACTOR	5/3-5/3, 5/5
E523-HESSTON 7066 SLOPEMOWER	5/3-5/4, 5/9

27. OYSTER CREEK II-K-14

E142-MF 255 TRACTOR	5/8-5/9
E157-CASE 1390 TRACTOR	5/9

28. RABBS BAYOU II-D

E157-CASE 1390 TRACTOR	5/24
E512-HESSTON 7066 TRACTOR	5/16

29. RABBS BAYOU II-D-2

E121-JOHNDEERE 350C SLOPEMOWER	5/23
E142-MF 255 TRACTOR	5/24-5/25, 5/30
E157-CASE 1390 TRACTOR	5/30

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

30. RABBS BAYOU II-D-5

E142-MF 255 TRACTOR	5/24-5/25
E157-CASE 1390 TRACTOR	5/24-5/26

31. RABBS BAYOU II-D-5-a

E157-CASE 1390 TRACTOR	5/26

32. RED GULLY II-K-9

E243-FORD 6610 SLOPEMOWER	5/2

33. SEABOURNE CREEK II-B-4

D550-D21E KOMATSU SLOPEMOWER	5/24-5/25, 5/31
E154-CASE 1390 TRACTOR	5/1-5/3, 5/5
E512-HESSTON 7066 TRACTOR	5/5-5/5, 5/8
E517-MF 283 SLOPEMOWER	5/1-5/4, 5/8-5/12, 5/30-5/31

34. SIMS BAYOU VIII-B

E230-HESSTON 7066 TRACTOR	5/22, 5/25, 5/30-5/31
E515-HESSTON 7066 TRACTOR	5/22, 5/25-5/26, 5/30-5/31

35. SIMS BAYOU VIII-B-1

E230-HESSTON 7066 TRACTOR	5/15-5/17
E515-HESSTON 7066 TRACTOR	5/11, 5/15-5/17

36. SIMS BAYOU VIII-B-1-a

E230-HESSTON 7066 TRACTOR	5/10
E243-FORD 6610 SLOPEMOWER	5/8

37. SIMS BAYOU VIII-B-1-c

E230-HESSTON 7066 TRACTOR	5/11

38. SIMS BAYOU LAT. VIII-B-1-d

E515-HESSTON 7066 TRACTOR	5/16

39. STAFFORD RUN CR. II-K-1

E119-JOHNDEERE 350C SLOPEMOWER	5/10-5/11, 5/15-5/17, 5/22-5/26, 5/30
E122-JOHNDEERE 350C SLOPEMOWER	5/1, 5/8-5/10, 5/15-5/16, 5/22-5/23, 5/25-5/26, 5/30
E230-HESSTON 7066 TRACTOR	5/3, 5/5-5/6
E515-HESSTON 7066 TRACTOR	5/1, 5/3-5/4, 5/8-5/9

40. STAFFORD RUN LAT. II-K-1-a

E230-HESSTON 7066 TRACTOR	5/8-5/9

41. TURKEY CREEK I-D-2

E142-MF 255 TRACTOR	5/26

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

42. WEST SIMONTON DITCH II-YY

E243-FORD 6610 SLOPEMOWER	5/11-5/12
E524-HESSTON 7066 SLOPEMOWER	5/9, 5/11-5/12, 5/15

43. WILLOW FORK OF BUFFALO BAYOU V-A

E513-HESSTON 7066 TRACTOR	5/3

44. WKM DITCH VIII-D-1-a

E243-FORD 6610 SLOPEMOWER	5/10
E524-HESSTON 7066 SLOPEMOWER	5/10

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

1. BIG CREEK II-B
   E102-JOHNDEERE 350 SLOPEMOWER 5/3-5/3, 5/8, 5/22-5/24, 5/30-5/31
   E105-JOHNDEERE 350B SLOPEMOWER 5/1-5/2, 5/8, 5/22-5/24, 5/30-5/31
   E107-JOHNDEERE 350C SLOPEMOWER 5/1-5/3, 5/8, 5/22-5/24, 5/31

2. BIG CREEK II-B-7
   E129-INTL. 784 SLOPEMOWER 5/2
   E229-HESSTON 7066 TRACTOR 5/1-5/2

3. BIG CREEK II-B-9
   E129-INTL. 784 SLOPEMOWER 5/1

4. BRAZOS RIVER II-GG
   E112-JOHNDEERE 350C SLOPEMOWER 5/23
   E117-JOHNDEERE 350C SLOPEMOWER 5/23
   E158-CASE 1390 TRACTOR 5/23

5. BRAZOS RIVER II-GG-1
   E112-JOHNDEERE 350C SLOPEMOWER 5/23

6. BRAZOS RIVER LATERAL II-H
   E112-JOHNDEERE 350C SLOPEMOWER 5/2
   E117-JOHNDEERE 350C SLOPEMOWER 5/2
   E158-CASE 1390 TRACTOR 5/2

7. BUFFALO CREEK I-B-3
   E110-JOHNDEERE 350C SLOPEMOWER 5/12

8. BULLHEAD SLOUGH II-L
   E116-JOHNDEERE 350C SLOPEMOWER 5/2, 5/8
   E118-JOHNDEERE 350C SLOPEMOWER 5/2, 5/8

9. BULLHEAD SLOUGH II-L-2
   88FORDF350(1FDKF38G1JNA97820) 5/31

10. CLEAR CREEK VI
    E126-JOHNDEERE 2640 SLOPEMOWER 5/8
    E242-FORD 6610 SLOPEMOWER 5/8

11. COUNTY LINE DITCH II-VV
    88FORDF350(1FDKF38G1JNA97820) 5/2

12. DRY BRANCH I-E-2
    88FORDF350(1FDKF38G1JNA97820) 5/1

13. EAST BERNARD DITCH I-G
    88FORDF350(1FDKF38G1JNA97820) 5/2, 5/8, 5/12, 5/23

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

14. EAST BERNARD DITCH I-G-1
    88FORDF350(1FDKF38G1JNA97820) 5/23

15. EAST BERNARD DITCH I-G-2
    88FORDF350(1FDKF38G1JNA97820) 5/12, 5/23

16. EAST BERNARD DITCH I-G-3
    88FORDF350(1FDKF38G1JNA97820) 5/8

17. FAIRCHILDS CR. II-B-10
    HANDSPRAYING 5/22, 5/25-5/26, 5/30-5/31

18. FAIRCHILDS CREEK II-B-10-b
    E129-INTL. 784 SLOPEMOWER 5/3, 5/23-5/24, 5/30-5/31
    E229-HESSTON 7066 TRACTOR 5/3, 5/12, 5/23-5/24, 5/30-5/31

19. FAIRCHILDS CREEK II-B-10-b-1
    E129-INTL. 784 SLOPEMOWER 5/12

20. FLEWELLEN DITCH II-E-10
    88FORDF350(1FDKF38G1JNA97820) 5/31

21. JACKSON DITCH I-H
    E110-JOHNDEERE 350C SLOPEMOWER 5/24, 5/30-5/31
    E231-HESSTON 7066 TRACTOR 5/24, 5/30-5/31

22. JACKSON DITCH I-H-4
    E110-JOHNDEERE 350C SLOPEMOWER 5/31
    E231-HESSTON 7066 TRACTOR 5/31

23. JONES CREEK II-E-5
    E112-JOHNDEERE 350C SLOPEMOWER 5/8
    E117-JOHNDEERE 350C SLOPEMOWER 5/8

24. LOWER OYSTER CREEK III-D
    E121-JOHNDEERE 350C SLOPEMOWER 5/30
    E124-JOHNDEERE 350C SLOPEMOWER 5/30

25. MEANS DITCH I-F
    88FORDF350(1FDKF38G1JNA97820) 5/23

26. MISC. OPER. UPKEEP
    88FORDF350(1FDKF38G1JNA97820) 5/25

27. OYSTER CREEK II-K
    E106-JOHNDEERE 350C SLOPEMOWER 5/30-5/31
    E121-JOHNDEERE 350C SLOPEMOWER 5/31
    E124-JOHNDEERE 350C SLOPEMOWER 5/31

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

28. RABBS BAYOU II-D
    E106-JOHNDEERE 350C SLOPEMOWER 5/4, 5/8, 5/12, 5/23-5/24
    E121-JOHNDEERE 350C SLOPEMOWER 5/2, 5/8, 5/12
    E124-JOHNDEERE 350C SLOPEMOWER 5/4, 5/8, 5/12, 5/23
    E126-JOHNDEERE 2640 SLOPEMOWER 5/30-5/31
    E242-FORD 6610 SLOPEMOWER 5/31

29. RABBS BAYOU II-D-2
    E121-JOHNDEERE 350C SLOPEMOWER 5/23

30. SAN BERNARD RIVER I-K
    E110-JOHNDEERE 350C SLOPEMOWER 5/2, 5/8
    E231-HESSTON 7066 TRACTOR 5/2, 5/8

31. SEABOURNE CREEK II-B-4
    E102-JOHNDEERE 350 SLOPEMOWER 5/23
    E105-JOHNDEERE 350B SLOPEMOWER 5/23
    E107-JOHNDEERE 350C SLOPEMOWER 5/23

32. SIMS BAYOU VIII-A
    E126-JOHNDEERE 2640 SLOPEMOWER 5/2
    E242-FORD 6610 SLOPEMOWER 5/2

33. SIMS BAYOU VIII-B-1
    E242-FORD 6610 SLOPEMOWER 5/12

34. SIMS BAYOU VIII-B-1-b
    E126-JOHNDEERE 2640 SLOPEMOWER 5/2

35. SNAKE CREEK I-C
    E103 JOHNDEERE 350B SLOPEMOWER 5/1-5/2, 5/8, 5/24, 5/30-5/31
    E109-JOHNDEERE 350C SLOPEMOWER 5/1-5/3, 5/8, 5/30-5/31
    88FORDF350(1FDKF38G1JNA97820) 5/23-5/24, 5/30

36. SNAKE CREEK I-C-11
    E108-JOHNDEERE 350C SLOPEMOWER 5/1

37. SNAKE CREEK I-C-12
    E108-JOHNDEERE 350C SLOPEMOWER 5/2, 5/8

38. SNAKE CREEK I-C-12-a
    E108-JOHNDEERE 350C SLOPEMOWER 5/12

39. SNAKE CREEK I-C-13
    E108-JOHNDEERE 350C SLOPEMOWER 5/24, 5/30-5/31
    E109-JOHNDEERE 350C SLOPEMOWER 5/24

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

40. SUGARLAND IND. DITCH II-DD
    E116-JOHNDEERE 350C SLOPEMOWER 5/23
    E118-JOHNDEERE 350C SLOPEMOWER 5/24

41. TURKEY CREEK I-D
    88FORDF350(1FDKF38G1JNA97820) 5/1

42. TURKEY CREEK I-D-10
    88FORDF350(1FDKF38G1JNA97820) 5/30

43. TURKEY CREEK I-D-2
    88FORDF350(1FDKF38G1JNA97820) 5/2

44. TURKEY CREEK I-D-6
    E110-JOHNDEERE 350C SLOPEMOWER 5/2
    E231-HESSTON 7066 TRACTOR 5/2

45. WILLOW FORK OF BUFFALO BAYOU V-A
    E116-JOHNDEERE 350C SLOPEMOWER 5/31
    E118-JOHNDEERE 350C SLOPEMOWER 5/31

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

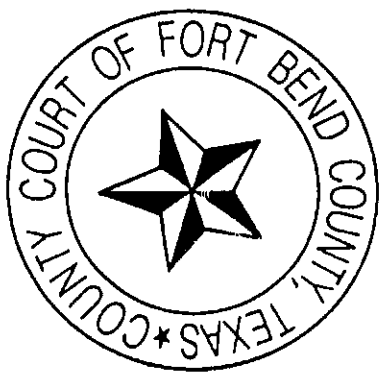
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON JUNE 27, 19 89.

STARTING WITH
FILM CODE NO. 89vol. 38 pg. 2054

ENDING WITH
FILM CODE NO. 89vol.38 pg.2145



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 27 DAY OF JUNE, 19 89.

STARTING WITH VOLUME NUMER 38 PAGE NUMBER 2054.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, JUNE 19, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of June 12, 1989.

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. Approve service/maintenance agreement(s) on various County equipment.

6. Mr. Johnnie Cooper, County Extension Agent, re: request to renovate storage room for office space at Extension Service.

7. Consider approving letter of agreement with consultant Curt Dobbs for study of Classification & Compensation Program.

8. Consider approval of agreement with Diane Novy, M.A., L.P.C. for counseling services at Juvenile Probation.

9. Consider approving priority list of new projects on Farm to Market Roads for submission to State Dept. of Highways & Public Trans.

10. Consider accepting donation of property by The Parkway Corp. (Sugar Land area).

Cancel 11. Consider purchase of 3 desks from another vendor for County Clerk.

12. Set public hearing for abandonment of Beltz Rd. between Hwy. 59 & Sweetwater Blvd., Pct. 4.

13. Consider change in departmental control of card key entry system in Travis Annex.

14. Consider accepting the change rider for the maintenance bond on file, providing as follows: change the name of the principal from Entex, Inc. to Entex, a division of Arkla, Inc.

15. Consider application from Star Cable Co. to lay cable along Vincik - Ehlert Rd. & Isleib Rd., Pct. 2.

16. Consider approval of commission agreement with AT&T for public pay phones.

17. Set public hearing on closing of Hardin Rd. & Meyer Rd. bridges at Snake Creek, Pct. 2.

18. Take action on the following bids: (1) Gasolines (#89-060); (2) Ford Dealer parts (#89-061); (3) RFP's for Compaq Desk Pro 286 Model or equal (#89-065).

19. Meet in Closed Session to discuss litigation (BFI) and land matters (County Engineer & Drainage District facilities), as authorized by Art. 6252-17, Sec. 2(e&f), VTCS, and consider taking action.

20. 10:30 a.m. - Drainage District Board will convene (separate agenda).

21. 1:30 p.m. - Open and consider bids for roof replacement for Pct. 3 facility, 1809 Eldrige Rd., Sugar Land (#89-067).

22. Approve bills.

25. Adjournment.

FILED FOR RECORD
TIME 2:50 ~~A.M.~~ P.M.
JUN 15 1989
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda posted at County Courthouse & Jane Long Annex, Richmond, Texas, on Thursday, June 15, 1989 at 3:00 p.m. by Norma Landry.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, JUNE 19, 1989
10:30 O'CLOCK A.M.

1. Discuss and consider transferring Big Creek line item in the Drainage District Budget to Big Creek Fund.

2. Consider collection of letter of credit for Brazos Bend Oaks Subdivision in the Big Creek watershed.

3. Consider acceptance of drainage easement on Cedar Creek I-B.

4. Consider approving contract for design of structures on Big Creek Bypass.

5. Consider authorizing change of position title within Drainage District.

6. Consider taking action on expiring letter of credit for Vicksburg - Village of Cumberland.

7. Discuss and consider accepting proposals for implementation plan on Mustang Bayou.

8. Discuss monthly report.

9. Adjournment.

FILED FOR RECORD
TIME 2:50 ~~A.M.~~ P.M.

JUN 15 1989

Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

Agenda posted at Courthouse and Jane Long Annex, Richmond, Texas, on Thursday, June 15, 1989 at 5:00 p.m. by Velma Landry.

ADDENDUM TO AGENDA
OF MONDAY, JUNE 19, 1989
FORT BEND COUNTY COMMISSIONERS COURT
9:00 O'CLOCK A.M.

23 ~~1.~~ Mr. Steven Gilbert, Fort Bend Bar Assn., re: discuss and consider law library space.

24 ~~2.~~ Meet in Closed Session to discuss litigation (indigent care case), as authorized by Art. 6252-17, Sec. 2(e), VTCS, and consider taking action.

FILED FOR RECORD
TIME 8:55 A.M. ~~P.M.~~
JUN 16 1989

Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Addendum to Agenda posted at Courthouse and Jane Long Annex, Richmond, Texas on Friday, June 16, 1989 at 9:00 a.m. by Norma Handley.

REGULAR SESSION

BE IT REMEMBERED That on this 19TH day of JUNE, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

Vince Ryan, City Councilman, City of Houston presented signed interlocal agreements between Fort Bend County and City of Houston.

1. APPROVE MINUTES OF MEETING OF JUNE 12, 1989:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of JUNE 12,1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve line item transfer for COUNTY CLERK. (Recorded in minutes in full)

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 COUNTY ENGINEER, PERSONNEL, COUNTY COURT AT LAW #2, DISTRICT ATTORNEY, COUNTY TREASURER and COUNTY CLERK. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENT(S) ON VARIOUS COUNTY EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve maintenance agreement for one mailing machine in Purchasing in the amount of $120.00 annual and maintenance agreement for 6 dictaphones for Sheriff's office in the amount of $3,219.00 annual.

6. MR. JOHNNIE COOPER, COUNTY EXTENSION AGENT, RE: REQUEST TO RENOVATE STORAGE ROOM FOR OFFICE SPACE AT EXTENSION SERVICE:

Moved by Commissioner Pressley to authorize renovation of storage room for office space subject to final approval by Commissioners' Court as requested by Johnnie Cooper, County Extension Agent. Funds to come from Permanent Improvement.
Failed due to lack of a second.

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 19 day of June, 1989, at a Regular Session of the Commissioner's Court, the following members being present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

NOW, THERETOFORE, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
COUNTY CLERK			
1050-0002-0200	693,301.00	691,301.00	($2,000.00)
1050-0002-0201	2,500.00	4,500.00	$2,000.00

DATE: 6-19-89

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

0038 4

02059

RECEIVED JUN 15 1989 COUNTY JUDGE

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:

Dianne Wilson
Doris Wolf
Jane Maines
Shirley Davis

Period: Date of Departure Aug 16

Date of Return Aug 18

Purpose of Trip: TAC Post Legislative Conference

Places to be Visited: Austin

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

Dianne Wilson
Name

6-15-89
Date

County Clerk
Title

* *

Approved: Commissioners' Court

County Judge

6/19/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

0038 02060

RECEIVED
JUN 15 1989
COUNTY JUDGE

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:

Dianne Wilson
Shirley Davis
Joel Hutto

Period: Date of Departure July 26

Date of Return July 28

Purpose of Trip: Probate Conference

Places to be Visited: Dallas

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

Dianne Wilson
Name

6-15-89
Date

County Clerk
Title

* * * \

0038

02061

RECEIVED
JUN 19 1989
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure Sept. 17

Date of Return Sept. 22

Purpose of Trip: County Treasurer's Assoc. of Texas Annual Conference

Places to be Visited: Lubbock, Texas

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

Kathy Hymson
Name

06/19/89
Date

County Treasurer
Title

* *

Approved: Commissioners' Court

J. Stevenson
County Judge

6/19/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

0038 02062

FORT BEND COUNTY

TRAVEL AUTHORIZATION

RECEIVED JUN 16 '89

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Mark Price

DATE OF DEPARTURE: July 10, 1989

DATE OF RETURN: July 11, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Seminar on Waste Disposal Regulations

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick, Criminal Dist. Attorney
Name & Department

DATE: 6-13-89

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 6/19/89

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
JUN 16 1989
COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

Period: Date of Departure July 25, 1989

Date of Return July 29, 1989

Purpose of Trip: Texas College of Probate Judges Conference

Places to be Visited: Dallas, Texas

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

Walter Sell-Means
Name

June 14, 1989
Date

Judge, County Court at Law No. 2
Title

* *

Approved: Commissioners' Court

[signature]
County Judge

6/19/89
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
JUN 16 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Richard Selleh

DATE OF DEPARTURE: August 16, 1989

DATE OF RETURN: August 18, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: to attend seminar 8th Annual Governmental Risk Insurance Conference

MODE OF TRANSPORTATION: Personal auto

****

DEPARTMENT HEAD APPROVAL: Richard Selleh - Personnel
Name & Department

DATE: _____

Richard Selleh
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 6/19/89

(Emergency Approval: _____ Date _____)

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0038 02065

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
JUN 16 1989
COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Phyllis Mikeska

Sandy Kucera

DATE OF DEPARTURE: August 16, 1989

DATE OF RETURN: August 18, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: to attend seminar 8th Annual Governmental Risk Insurance conference

MODE OF TRANSPORTATION: personal auto

****

DEPARTMENT HEAD APPROVAL: Richard Selleh - Personnel Department
Name & Department

DATE: _____

Richard Selleh
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha Jr.

Date 6/19/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED JUN 16 1989 COUNTY JUDGE

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Ron D. Drachenberg, P.E.,R.P.S.

DATE OF DEPARTURE: June 22, 1989

DATE OF RETURN: June 23, 1989

DESTINATION: Dallas

PURPOSE OF TRIP: Attend Time Systems Computer Seminar

MODE OF TRANSPORTATION: Airplane

****

DEPARTMENT HEAD APPROVAL: Ron D. Drachenberg, P.E.,R.P.S./Engineering
Name & Department

DATE: 6-15-89

Ronald Drachenberg
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 6/19/89

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

AS PER ORIGINAL

Fort Bend Extension Office Needs

Justification including work load, population, and long term growth patterns are in a separate document.

Building arrangement:

Move platemaker, offset press, collating and paper cutting to storage room.

Storage area is now about 13'X39'. Closing overhead door would not be practical. Proposed to enclose 13'X25' area and air condition. Needed in completing job would include:

Construction:

- One wall 13"x10' high, insulated and paneled both sides with insulation and double 3' doors 7' high with threshold
- Suspended ceiling
- Exhaust fan in outside wall to remove press chemicals
- Lighting - four 8' double bulb fluorescent lights
- Wall electrical outlets - 4 on 30 amp breakers.

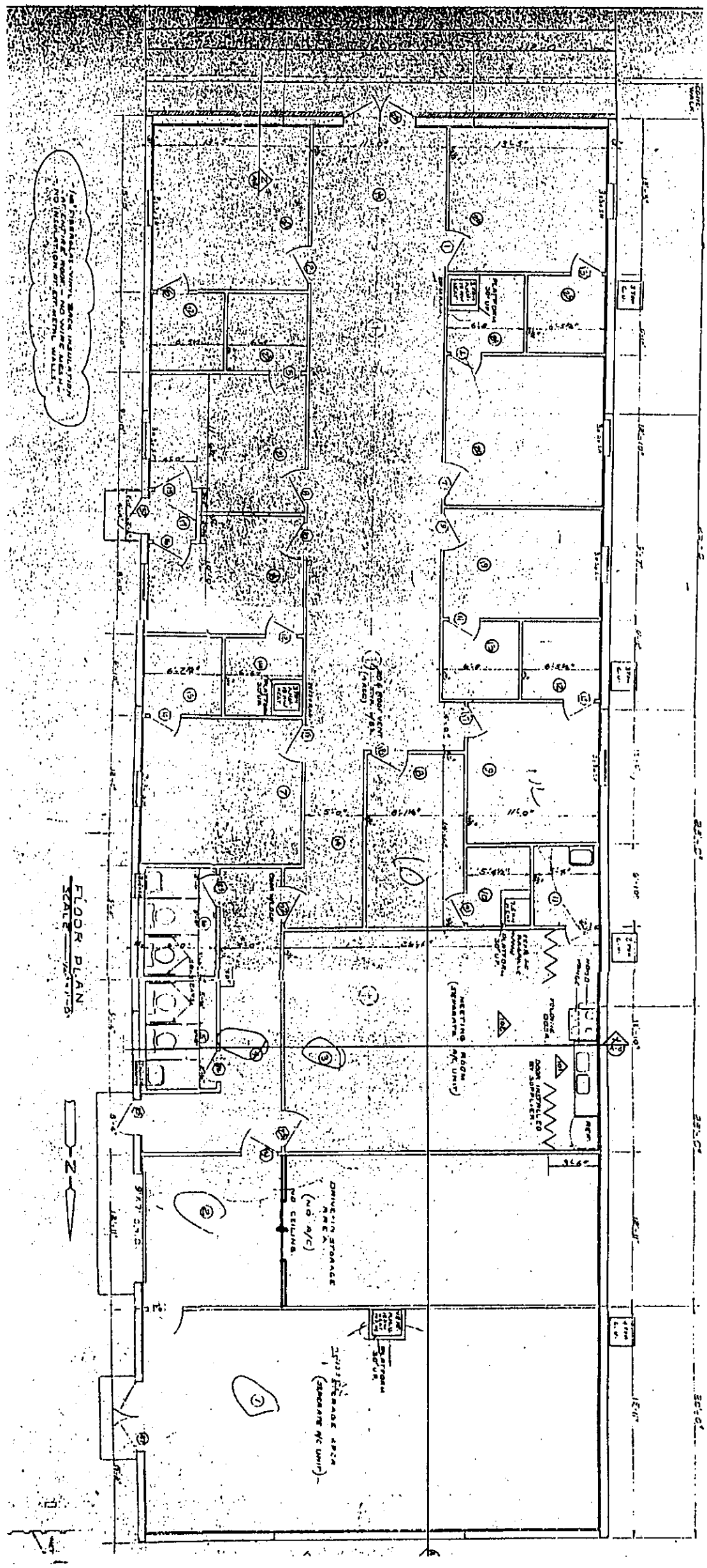
Estimated costs by Homestead Builders - $2,900

Air Conditioning:

- 2.5 ton unit with enough surplus to exhaust press fumes

Estimated costs by Custom Comfort - $2,000

AS PER ORIGINAL



Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize renovation of storage room for office space not to exceed $4,900.00 as requested by Johnnie Cooper, County Extension Agent. Funds to come from Permanent Improvement. (Recorded in minutes in full)

7. CONSIDER APPROVING LETTER OF AGREEMENT WITH CONSULTANT CURT DOBBS FOR STUDY OF CLASSIFICATION & COMPENSATION PROGRAM:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve letter of agreement with consultant Curt Dobbs for study of Classification & Compensation program at a cost of $5,000 plus expenses. Funds to come from Personnel Dept. budget. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF AGREEMENT WITH DIANE NOVY, M.A., L.P.C. FOR COUNSELING SERVICES AT JUVENILE PROBATION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve agreement with Diane Novy, M.A., L.P.C. for counseling services at Juvenile Probation, effective January 1, 1989 through December 31, 1989. (Recorded in minutes in full)

9. CONSIDER APPROVING PRIORITY LIST OF NEW PROJECTS ON FARM TO MARKET ROADS FOR SUBMISSION TO STATE DEPT. OF HIGHWAYS & PUBLIC TRANS.:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, Commissioners Court recommends submitting to State Dept. of Highways & Public Transportation the widening of FM 359 from Hwy. 90 to Pecan Grove.

10. CONSIDER ACCEPTING DONATION OF PROPERTY BY THE PARKWAY CORP. (SUGAR LAND AREA):

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to deny the donation of property by the Parkway Corporation (Sugar Land area). (Recorded in minutes in full)

11. CONSIDER PURCHASE OF 3 DESKS FROM ANOTHER VENDOR FOR COUNTY CLERK:

Cancel

12. SET PUBLIC HEARING FOR ABANDONMENT OF BELTZ RD., BETWEEN HWY. 59 & SWEETWATER BLVD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing for JULY 17, 1989 at 10:00 a.m. for abandonment of Beltz Rd., between Hwy. 59 & Sweetwater Blvd., Pct. 4.

13. CONSIDER CHANGE IN DEPARTMENTAL CONTROL OF CARD KEY ENTRY SYSTEM IN TRAVIS ANNEX:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to transfer control of card key entry system in Travis Annex from Building Maintenance to Personnel.

Curtis E. Dobbs
MANAGEMENT CONSULTANT

P. O. BOX 270099, DALLAS, TX 75227
TELEPHONE: 214/388-0988

April 6, 1989

Mr. Richard Selleh
Personnel Director
Fort Bend County
P. O. Box 326
Richmond, Texas 77469

Dear Mr. Selleh:

I am pleased to present this letter of understanding regarding the services we have agreed that I will provide Fort Bend County with respect to a review of the classification and pay plan.

Purpose and Scope

The purpose is to audit the existing classification and compensation plan in order to identify possible weaknesses, irregularities or inconsistencies in the pay grade and classification structure itself as well as within the compensation ranges. My work plan will be as follows:

1. Initial data collection and project planning.

2. Interviews with individual members of the Commissioners Court.

3. Interviews with selected elected officials, department heads and the Personnel Department.

4. Interview with the Classification Review Committee.

5. A review of compensation to include:

   a. Available market data compared to current salary levels
   b. Adequacy of current market data
   c. Compensation ratios
   d. Possible compression problems between pay grades
   e. General review of the step program
   f. Review of salary range spreads (percentage)

6. Testing of job ratings - one or two jobs per pay grade; and review of factor/degree definitions.

7. Preparation of a report summarizing findings, conclusions and recommendations.

8. A review of that report with you.

9. Preparation of a final report.

10. Presentation of key report findings, observations and recommendations to the Commissioners Court.

I anticipate being on-site for approximately 4-1/2 days: two days for the interviews indicated above, one day for the compensation review, and another day for the testing of ratings and factor/degree definitions and miscellaneous tasks. A final on-site visit would involve the presentation to the Commissioners Court.

Since this project is by nature a plan audit, there will not be a complete review of all jobs and all employees. Similarly, the number of individual interviews may have to be limited. These are key interviews for information purposes, not individual job audits. Following our discussions, I am assuming the availability of Bill Thomas to assist with data collection and some computer analysis tasks. Existing salary market data will be reviewed; but additional data, if needed, would be collected by your staff.

Project Deliverables

The written project deliverable will be a summary report which will include:

- Summary of project work steps
- Findings - pay grades and classifications
- Findings - compensation
- Consultant observations and conclusions
- Consultant recommendations

As mentioned above, I will also make a final presentation of the report highlights to the Commissioners Court.

Project Timing and Fees

As we have discussed, the project can be completed within approximately 30 calendar days, although this timetable could be affected by the availability of individuals who need to be interviewed as well as the date selected for the final presentation to the Commissioners Court. The specific on-site dates are yet to be determined and should be finalized as soon as possible.

Mr. Richard Selleh
April 6, 1989
Page Three

As agreed, fees for the professional services provided will be $5,000, plus out-of-pocket and clerical expenses as necessary. I will render one invoice upon completion of the project (the Commissioners Court presentation).

Conclusion

I am, of course, truly pleased to be of continued service to Fort Bend County and look forward to working with you and the many people with whom I worked during the original study. This type of plan review is very useful to organizations as they continue to monitor the fairness and consistency of their pay plans. If you have any questions about this arrangement, please let me know as soon as possible. If you approve of the arrangement as described in this letter, please sign in the space provided below and return one copy of the letter to me. One signed copy, of course, is for your files. Thank you again for this opportunity.

Very truly yours,

Curtis E. Dobbs

CED:sc

Richard Selleh, Personnel Director
Fort Bend County, Texas

Date

The out-of-pocket expenses not to exceed $800 and to be paid with receipt of expense.

#8

0038

02073

AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES - JUVENILE PROBATION

THE STATE OF TEXAS *
COUNTY OF FORT BEND *

THIS AGREEMENT made and entered into by and between the COUNTY OF FORT BEND, hereinafter referred to as "COUNTY", the FORT BEND COUNTY JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and DIANE NOVY, M.A., L.P.C., hereinafter referred to as "PROVIDER".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs to reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles and their families individual, group and family counseling, bio

feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department. This program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles and their families, individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the COUNTY and BOARD. PROVIDER shall accept the COUNTY'S interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD'S program.

SECTION 2
TERM

2.01 Term of this agreement is from January 1, 1989 through December 31, 1989, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3
TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

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

Notice to PROVIDER shall be delivered to:

Diane Novy, M.A., L.P.C.
606 Sugar Creek Blvd.
Sugar Land, Texas 77478

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4
ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1989 through December 31, 1989, COUNTY shall pay PROVIDER the sum of $45.00 per hour for individual or family counseling sessions, the sum of $20.00 per hour for group therapy, and the sum of $5.00 per person for parenting education.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to

the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that counseling shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family.

8.02 In addition to the counseling services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER'S responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an

independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire

agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, PROVIDER shall abide by all statutes, ordinances, rules, and regulations pertaining to,

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or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the COUNTY and BOARD to terminate this contract immediately upon delivery of written notice of termination to PROVIDER.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

COUNTY OF FORT BEND

by: Jodie E. Stavinoha
Jodie E.Stavinoha
County Judge

Date: 6/19/89

ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE PROBATION BOARD

by: Thomas R. Culver III
Chairman

Date: June 27, 1989

Diane Novy, MA, LPC
DIANE NOVY, M.A., L.P.C.

Date: May 27, 1989

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

_____
Robert Grayless, County Auditor

0038
02082 AGENDA ITEM
10

AMERICAN
MORTGAGE COMPANY

DON L. RUSSELL
VICE CHAIRMAN

May 31, 1989

RECEIVED
JUN 1 1989
COUNTY JUDGE

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

RE: Donation of Property in Fort Bend County, Texas
by The Parkway Company

Dear Judge Stavinoha:

I'm pleased to enclose three (3) original Deeds executed by The Parkway Company in connection with subject land donation. Please have them properly executed by the County of Fort Bend and have the Deed recorded in the County records.

Please have one original, that has been fully perfected with signatures and recording information, returned to my office. As soon as this is completed, I will return it to the Attorney for The Parkway Company for their records.

Thank you for this opportunity to be of continued service to Fort Bend County.

RECEIVED
JUN 1 1989
COUNTY JUDGE

Very truly yours,

AMERICAN MORTGAGE COMPANY

Don L. Russell
Vice Chairman

DLR:dmb
Enclosures

AMERICAN MORTGAGE PLAZA, SUGAR LAND, TEXAS 77478 • (713) 283-7800
Mailing Address: P.O. BOX 61283, HOUSTON, TEXAS 77208

DEED

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

THE PARKWAY COMPANY, a Texas corporation (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid to Grantor by THE COUNTY OF FORT BEND, TEXAS (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to Grantee the real property described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, subject to any and all restrictions, covenants, conditions, rights-of-way and easements, if any, burdening or relating to the property described herein and to all zoning laws, regulations and ordinances of municipal or other government authorities, if any, relating to the property described herein, but only to the extent that any of the foregoing are still in effect (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns,

forever; subject, however, to the Permitted Encumbrances.

This conveyance is made without warranty or covenant of title, either express or implied, including specifically without limitation all warranties that might arise at common law and the implied covenants of title in § 5.023 of the Texas Property Code.

Grantee hereby assumes the payment of current ad valorem taxes on the herein described property. By execution of this Deed, Grantee hereby acknowledges delivery of the property herein described.

IN WITNESS WHEREOF, this Deed is effective as of the 1st day of May, 1989, but is executed as of the date of acknowledgment.

The address of Grantee is:

_____

_____

THE PARKWAY COMPANY, a Texas corporation

By: _____
Name: David H. Hoster II
Title: Executive Vice President

GRANTOR

THE COUNTY OF FORT BEND, TEXAS

By: _____
Name: _____
Title: _____

GRANTEE

THE STATE OF Mississippi)
COUNTY OF Hinds)

This instrument was acknowledged before me on May 17, 1989 by David A. Hester II, as Executive Vice President of The Parkway Company, a Texas corporation, on behalf of such corporation.

Linda H. Young
Notary Public, State of Mississippi
LINDA H. YOUNG Notary Public
MADISON & HINDS COUNTIES, MS
My Commission Expires June 4, 1989
(printed name)

My commission expires:
June 4, 1989.

THE STATE OF TEXAS)
COUNTY OF FORT BEND)

This instrument was acknowledged before me on _____, 19___ by _____, as _____ of _____.

Notary Public, State of Texas

(printed name)

My commission expires:

_____.

X:\00001\00001\CD00151

EXHIBIT A

DESCRIPTION of 1.1288 acres of land out of the George Brown and Charles Belknap League A-15 and the F. Alcorn League, A-1, Fort Bend County, Texas lying between the cemetery site and Lots 5 thru 9 in Block 1, Sugar Creek Section 23 as recorded in Volume 17, Page 13, Fort Bend County, Texas Map Records, being more particularly described as follows:

BEGINNING at a 1 inch hub in a fence line located at the Southwest corner of Lot 4, Block 1, Sugar Creek Section 23 as recorded in Volume 17, Page 13, Fort Bend County, Texas records on the Easterly property line of the Cemetery site;

THENCE N 84° 19' 27" E, 90.48 feet generally along a wood fence to a 5/8 inch iron rod;

THENCE S 10° 12' 58" E, 272.60 feet generally along the wood fence, to a 5/8 inch iron rod;

THENCE S 40° 44' 20" E, 32.06 feet along said fence to a point for corner, said point lying on the Westerly lot line of Lot 8, Block 1, Sugar Creek Section 23;

THENCE S 01° 44' 44" E, 187.14 feet along the Westerly property line of Sugar Creek Section 23 to a point for corner, said point lying in Oyster Creek;

THENCE N 83° 14' 20" W, 106.35 feet along Oyster Creek to a point for corner, lying on the East property line of the Cemetery site;

THENCE along the Cemetery site N. 07° 23' 13" W, 461.96 feet along the East line of the Cemetery to the POINT OF BEGINNING and containing 1.1288 acres of land, more or less.

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02087

****

PUBLIC HEARING NOTICE

****

FOR: Beltz Rd

DATE: July 17

TIME: 10 Am

NEWSPAPER(S) Mirror

INVOICE: Sugar Land Properties, Inc

14. CONSIDER ACCEPTING THE CHANGE RIDER FOR THE MAINTENANCE BOND ON FILE, PROVIDING AS FOLLOWS: CHANGE THE NAME OF THE PRINCIPAL FROM ENTEX, INC. TO ENTEX, A DIVISION OF ARKLA, INC.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the change rider for the maintenance bond on file as presented by Dan Gerken, Drainage Engineer. (Recorded in minutes in full)

15. CONSIDER APPLICATION FROM STAR CABLE CO. TO LAY CABLE ALONG VINCIK-EHLERT RD., & ISLEIB RD., PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Star Cable Co. to lay cable along Vincik-Ehlert Rd. & Isleib Rd., Pct. 2. (Recorded in minutes in full)

16. CONSIDER APPROVAL OF COMMISSION AGREEMENT WITH AT&T FOR PUBLIC PAY PHONES:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve agreement with AT&T for public pay phones at 5% commission for one year.

17. SET PUBLIC HEARING ON CLOSING OF HARDIN RD. & MEYER RD., BRIDGES AT SNAKE CREEK, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing on closing of Hardin Rd. & Meyer Rd. for JULY 17, 1989 at 10:15 a.m.

18. TAKE ACTION ON THE FOLLOWING BIDS: (1) GASOLINES #89-060; (2) FORD DEALER PART #89-061; (3) RFP'S FOR COMPAQ DESK PRO 286 MODEL OR EQUAL #89-065:

Award bid for gasolines:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to SOUTH COAST FUEL for gasoline at cost $0.031 (above the OPUS average price) per gallon. (Recorded in minutes in full)

Award bid for Ford dealer part:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to JOE MYERS FORD for Ford dealer parts at +5%. (Recorded in minutes in full)

Award bid for RFP'S for Compaq Desk Pro 286 model or equal:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until a later date.

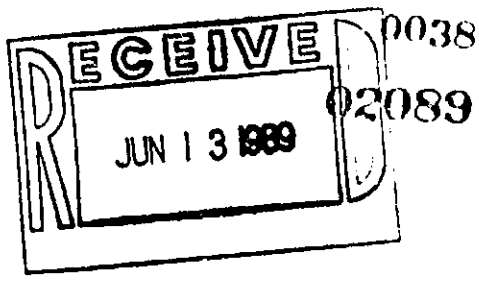
RECESS:

Commissioners' Court recessed at 10:35 a.m. for Drainage District meeting.

19. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (BFI) AND LAND MATTERS (COUNTY ENGINEER & DRAINAGE DISTRICT FACILITIES), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E&F), VTCS, AND CONSIDER TAKING ACTION:

Met in Closed Session.

14



SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

June 13, 1989

Mr. Ron Drachenberg
County Engineer
Fort Bend County, Texas

Re: Entex Bond No. 769G5815

Dear Mr. Drachenberg:

Reference is made to your transmittal letter of June 6, 1989 concerning the above stated bond. The Travelers Insurance Company has forwarded a change rider for the bond providing as follows:

> Change the name of the principal from Entex, Inc. to Entex, A Division of Arkla, Inc.

This office has no objection to the acceptance of said change rider by Fort Bend County. Should you have any questions, please feel free to call me at any time.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf

cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

TheTravelers

CHANGE RIDER

BOND NO.	ON BEHALF OF	
769G5815	Entex, Inc.	
DATE OF BOND	IN FAVOR OF	
4/24/87	Fort Bend County, TX	
ADDITIONAL PREMIUM	RETURN PREMIUM	EFFECTIVE DATE OF CHANGE
$ Nil	$ Nil	April 7, 1989

This rider is to be attached to and form a part of the above described bond.

In consideration of the additional or return premium shown above the surety hereby gives its consent to

Change the name of the principal from Entex, Inc. to Entex, A Division of Arkla, Inc.

Provided, however, that the aggregate liability of the surety for any one or more losses occurring prior to the effective date of change shall not exceed $150,000.00, or for any one or more losses occurring after said date exceed $150,000.00. It is further understood that in no event shall the surety's liability be cumulative.

Signed and dated on April 12, 1989
(Month, day, year)

THE TRAVELERS INDEMNITY COMPANY

By Charmaine E. Lanoix
(Attorney in fact)
Charmaine E. Lanoix, Attorney-in-Fact

Accepted

Fort Bend County, TX

By

S-2034 Rev. 10-81 Printed in U.S.A.

ORIGINAL

0038

The Travelers Indemnity Company

Hartford, Connecticut

02091

If necessary, validation of this power of attorney is available at (203) 277-7839. Collect calls will be accepted.

AS PER ORIGINAL

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

— Joe C. Ashley, Charles DeMetz, Bert Guiberteau, Jr., S. D. Johnson, Ivy A. Jones, Charmaine E. Lanoix, Josephine D. LeJeune, Doris Savoie, all of New Orleans, Louisiana, EACH —

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

— Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof —

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985 which Resolutions are now in full force and effect:

VOTED: That the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Corporate Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

VOTED: That any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by the Corporate Secretary or any Department Secretary or any Assistant Corporate Secretary or any Assistant Department Secretary, or shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985:

VOTED: That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

— This power of attorney revokes that dated June 19, 1987 on behalf of Joe C. Ashley, Carol B. Butcher, Josephine DelBosque, Uert Guiberteau, Jr., S. D. Johnson, Ivy A. Jones, Charmaine E. Lanoix, Doris S. Savoie, Thomas E. Whitney —

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 19th day of May 19 88.

THE TRAVELERS INDEMNITY COMPANY

By

D L. Barita

Secretary, Surety

THE TRAVELERS INDEMNITY COMPANY SEAL

S-2242 Rev. 2-87 Printed in U.S.A.

(Over)

AS PER ORIGINAL

)038
02092

State of Connecticut, County of Hartford—ss:

On this 19th day of May in the year 1988 before me personally came D. L. Banta to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he signed his name thereto by the above quoted authority; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, and that it was so affixed by authority of his office under the by-laws of said corporation.

GLORIA D. SEEKINS NOTARY PUBLIC CONNECTICUT

Gloria D. Seekins

Notary Public

My commission expires March 31, 1993

CERTIFICATION

I, J. Dennis Lane, Assistant Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, certify that the foregoing power of attorney, and the above quoted Resolutions of the Board of Directors of November 1, 1985 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 7th day of April 19 89 .

THE TRAVELERS INDEMNITY COMPANY SEAL

J. Dennis Lane

Assistant Secretary, Surety

S-2242 (BACK)

0038
02093

AS PER ORIGINAL

PERPETUAL BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE - GAS DISTRIB
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS LI
(AUTHORIZED)

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

BOND NO. 769G5815

KNOW ALL MEN BY THESE PRESENTS, that we ENTEX, INC. _____, as principal, and THE TRAVELERS INDEMNITY COMPANY as surety, are held and firmly bound unto FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, in the penal sum of One Hundred Fifty Thousand and No/100******* ********** DOLLARS ($150,000.00***), lawful currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators and successors jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, construction, maintaining and/or repairing one or more cables conduits and/or pole lines / or Gas Distribution Lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, prusuant to the Commissioners Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume ____, at Page _____, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a perpetual bond covering all such cable, conduit and/or pole line / or Gas Distribution Lines activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line / or Gas Distribution Lines activity (including, but not limited to, the laying, construction, maintainence and/or repair of cables, conduits and/or pole lines) / or Gas Distribution Lines in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, Under the jurisdiction of the Commisisoners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and

conditions of the above mentioned Commissioners Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 24th day of April, 19 87.

ATTEST

By: [signature]

ENTEX, INC.
PRINCIPAL

[signature]
BY

THE TRAVELERS INDEMNITY COMPANY
SURETY

[signature]
BY N. Carothers, Attorney-in-Fact

COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the bond. If the problem is not resolved, you may also write to the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

AS PER ORIGINAL

0038

The Travelers Indemnity Company

Hartford, Connecticut

02095

If necessary, validation of this power of attorney is available at (203) 277-7839. Collect calls will be accepted.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

Albert W. Smith, N. Carothers, A. H. Lewis, Charles F. Layton, Jr., Janie Cantu, Phyllis Ramirez, Philip N. Bair, Margaret Buboltz, Lynn B. Mathes, Jimmye Langford, all of Houston, Texas, EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985 which Resolutions are now in full force and effect:

VOTED: That the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Corporate Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

VOTED: That any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by the Corporate Secretary or any Department Secretary or any Assistant Corporate Secretary or any Assistant Department Secretary, or shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985:

VOTED: That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

This power of attorney revokes any and all powers of attorney dated prior to November 1, 1985.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 1st day of November 19 85.

THE TRAVELERS INDEMNITY COMPANY

THE TRAVELERS INDEMNITY COMPANY SEAL

By D. L. Barto

Secretary, Surety

S-2242 Rev. 9-85 Printed in U.S.A.

(Over)

AS PER ORIGINAL 0038 02096

State of Connecticut, County of Hartford—ss:

On this 1st day of November in the year 1985 before me personally came D. L. Banta to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he signed his name thereto by the above quoted authority; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, and that it was so affixed by authority of his office under the by-laws of said corporation.

GLORIA D. SEEKINS NOTARY PUBLIC CONNECTICUT

Gloria D. Seekins

Notary Public

My commission expires April 1, 1988

CERTIFICATION

I, Paul D. Tubach, Assistant Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, certify that the foregoing power of attorney, and the above quoted Resolutions of the Board of Directors of November 1, 1985 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 24th day of April 19 87 .

THE TRAVELERS INDEMNITY COMPANY SEAL

Paul D. Tubach

Assistant Secretary, Surety

S-2242 (BACK)

#14 0038 02097

COUNTY OF FORT BEND

LETTER OF TRANSMITTAL

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

DATE 6/15/89 JOB NO.

ATTENTION Ms. Dianne Wilson

RE: Item #14 - Commissioners' Court 6/15/89

TO FBC Clerk

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	4/12/89		Original Change Rider/The Travelers Indemnity Co.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Dianne,

After the commissioners' court acceptance, please mail certified copy of the change rider to: Ms. Kathy McDonough
P. O. Box 519
Richmond, Texas 77469

If you have any questions, please contact this office.

COPY TO file

SIGNED: Ron D. Drachenberg, P.E., R.P.S.
FBC Engineer

If enclosures are not as noted, kindly notify us at once.

0038
02098

Marsh & McLennan

MAY 30 1989

Marsh & McLennan, Incorporated
105 West Capitol
P.O. Box 1310
Little Rock, Arkansas 72203
Phone 501-372-2222
Telex 5106013535, Telecopy 5013768402

May 25, 1989

County of Fort Bend
Engineering Department
P. O. Box 1449
Rosenberg, Texas 77471

Re: Entex
Bond No. 769G5815

Gentlemen:

Attached is an endorsement changing the name of the Insured on the captioned bond from Entex, Inc. to Entex, a Division of Arkla, Inc.

I trust you will find this endorsement in order for filing with the original bond which you hold in your files.

Respectfully,

Sue Morton

Sue Morton (Mrs.)
Bond Underwriter

sm/

encls.

cc: Entex
P. O. Box 2628
Houston, Texas 77252

14

RECEIVED
JUN 13 1989

0038
02099

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

June 13, 1989

Mr. Ron Drachenberg
County Engineer
Fort Bend County, Texas

Re: Entex Bond No. 769G5815

Dear Mr. Drachenberg:

Reference is made to your transmittal letter of June 6, 1989 concerning the above stated bond. The Travelers Insurance Company has forwarded a change rider for the bond providing as follows:

> Change the name of the principal from Entex, Inc. to Entex, A Division of Arkla, Inc.

This office has no objection to the acceptance of said change rider by Fort Bend County. Should you have any questions, please feel free to call me at any time.

Very truly yours,

Larry D. Wagenbach

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf

cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

8929489
~~8720219~~

AS PER ORIGINAL

0038 02100

~~1933 2129~~
~~2131 1689~~

PERPETUAL BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS (AUTHORIZED) - GAS DISTRIBUTION LINES

BOND NO. 76965815

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS, that we ENTEX, INC. _____, as principal, and THE TRAVELERS INDEMNITY COMPANY as surety, are held and firmly bound unto FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, in the penal sum of One Hundred Fifty Thousand and No/100******* ********** DOLLARS ($150,000.00***), lawful currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators and successors jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, construction, maintaining and/or repairing one or more cables conduits and/or pole lines / or Gas Distribution Lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, prusuant to the Commissioners Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume ____, at Page _____, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a perpetual bond covering all such cable, conduit and/or pole line / or Gas Distribution Lines activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line / or Gas Distribution Lines activity (including, but not limited to, the laying, construction, maintainence and/or repair of cables, conduits and/or pole lines) / or Gas Distribution Lines in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, Under the jurisdiction of the Commisisoners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and

Ret: Jane Bond file

AS PER ORIGINAL

RECORDED

2131 1690
1933 2430
0038 02101

conditions of the above mentioned Commissioners Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 24th day of April, 19 87.

ATTEST

By: Ronald Cromell

ENTEX, INC.
PRINCIPAL

Thomas B. Burke
BY

THE TRAVELERS INDEMNITY COMPANY
SURETY

N. Carothers
BY N. Carothers, Attorney-in-Fact

COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the bond. If the problem is not resolved, you may also write to the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

AS PER ORIGINAL

2131 1691
1933 2431
0038

The Travelers Indemnity Company

Hartford, Connecticut

If necessary, validation of this power of attorney is available at (203) 277-7839. Collect calls will be accepted.

02102

RECORDED

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

Albert W. Smith, N. Carothers, A. H. Lewis, Charles F. Layton, Jr., Janie Cantu, Phyllis Ramirez, Philip N. Bair, Margaret Buboltz, Lynn B. Mathes, Jimmye Langford, all of Houston, Texas, EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985 which Resolutions are now in full force and effect:

VOTED: That the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Corporate Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

VOTED: That any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by the Corporate Secretary or any Department Secretary or any Assistant Corporate Secretary or any Assistant Department Secretary, or shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985:

VOTED: That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

This power of attorney revokes any and all powers of attorney dated prior to November 1, 1985.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 1st day of November 19 85.

THE TRAVELERS INDEMNITY COMPANY SEAL

THE TRAVELERS INDEMNITY COMPANY

By D. L. Barila

Secretary, Surety

S-2242 Rev. 9-85 Printed in U.S.A.

(Over)

AS PER ORIGINAL 0038 02103

1933 2432

2171 1692

State of Connecticut, County of Hartford—ss:

On this 1st day of November in the year 1985 before me personally came D. L. Banta to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he signed his name thereto by the above quoted authority; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, and that it was so affixed by authority of his office under the by-laws of said corporation.

GLORIA D. SEEKINS NOTARY PUBLIC CONNECTICUT

Gloria D. Seekins

Notary Public

My commission expires April 1, 1988

CERTIFICATION

I, Paul D. Tubach, Assistant Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, certify that the foregoing power of attorney, and the above quoted Resolutions of the Board of Directors of November 1, 1985 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 24th day of April 19 87 .

THE TRAVELERS INDEMNITY COMPANY SEAL

Paul D. Tubach

Assistant Secretary, Surety

FILED

'87 APR -8 A8:10

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.

APR 10 1987

COUNTY COURT OF FORT BEND COUNTY TEXAS

Dianne Wilson

County Clerk, Fort Bend Co., Tex.

S-2242 (BACK)

2131 1692 A

0038 02104

TheTravelers

CHANGE RIDER

BOND NO.	ON BEHALF OF	
769G5815	Entex, Inc.	
DATE OF BOND	IN FAVOR OF	
4/24/87	Fort Bend County, TX	
ADDITIONAL PREMIUM	RETURN PREMIUM	EFFECTIVE DATE OF CHANGE
$ Nil	$ Nil	April 7, 1989

This rider is to be attached to and form a part of the above described bond.

In consideration of the additional or return premium shown above the surety hereby gives its consent to

Change the name of the principal from Entex, Inc. to Entex, A Division of Arkla, Inc.

Provided, however, that the aggregate liability of the surety for any one or more losses occurring prior to the effective date of change shall not exceed $150,000.00, or for any one or more losses occurring after said date exceed $150,000.00 It is further understood that in no event shall the surety's liability be cumulative.

Signed and dated on April 12, 1989
(Month, day, year)

THE TRAVELERS INDEMNITY COMPANY

By Charmaine E. Lanoix
(Attorney in fact)
Charmaine E. Lanoix, Attorney-in-Fact

Accepted

Fort Bend County, TX

By

S-2034 Rev. 10-81 Printed in U.S.A.

ORIGINAL

2131 1693
0038 02105

The Travelers Indemnity Company

Hartford, Connecticut

If necessary, validation of this power of attorney is available at (203) 277-7839. Collect calls will be accepted.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

— Joe C. Ashley, Charles DeMetz, Bert Guiberteau, Jr., S. D. Johnson, Ivy A. Jones, Charmaine E. Lanoix, Josephine D. LeJeune, Doris Savoie, all of New Orleans, Louisiana, EACH —

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

— Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof —

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985 which Resolutions are now in full force and effect:

VOTED: That the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Corporate Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

VOTED: That any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by the Corporate Secretary or any Department Secretary or any Assistant Corporate Secretary or any Assistant Department Secretary, or shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985:

VOTED: That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

— This power of attorney revokes that dated June 19, 1987 on behalf of Joe C. Ashley, Carol B. Butcher, Josephine DelBosque, Bert Guiberteau, Jr., S. D. Johnson, Ivy A. Jones, Charmaine E. Lanoix, Doris S. Savoie, Thomas E. Whitney —

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 19th day of May 19 88.

THE TRAVELERS INDEMNITY COMPANY

THE TRAVELERS INDEMNITY COMPANY SEAL

By D. L. Barila

Secretary, Surety

S-2242 Rev. 2-87 Printed in U.S.A.

(Over)

2131 1694

State of Connecticut, County of Hartford—ss:

On this 19th day of May in the year 1988 before me personally came D. L. Banta to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he signed his name thereto by the above quoted authority; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, and that it was so affixed by authority of his office under the by-laws of said corporation.

GLORIA D. SEEKINS NOTARY PUBLIC CONNECTICUT

Gloria D. Seekins

Notary Public

My commission expires March 31, 1993

CERTIFICATION

I, J. Dennis Lane, Assistant Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, certify that the foregoing power of attorney, and the above quoted Resolutions of the Board of Directors of November 1, 1985 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 7th day of April 19 89 .

THE TRAVELERS INDEMNITY COMPANY SEAL

J. Dennis Lane

Assistant Secretary, Surety

FILED

'89 JUN 21 P2:20

Dianne H. Olson

COUNTY CLERK

S-2242 (BACK)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 19th day of June, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Star Cable Co. dated June 2, 1989, permit no. 81062 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, 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 Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Lozier
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.

Appl. # 81062

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

Karl E. Baker
Karl E. Baker, P.E.
Assistant Engineer

6-9-89
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00

CANCELLATION OF PERMIT #81055, TRANSFER TO PERMIT# 81062

AS PER ORIGINAL

BANK MONEY ORDER

82797

REMITTER Star Cable

March 15, 1989

88-1998
1131

DATE

PAY TO THE ORDER OF County of Fort Bend

$ 2000.00

BRAZORIA STATE BANK 2,000 AND 00 CTS

AUTHORIZED SIGNATURE

Brazoria State Bank
BRANCH OF MOULTON STATE BANK
P.O. BOX 8 BRAZORIA, TX 77422 798-2181

Mattie Ann Davis Asst Cashier

Etha Williams

⑈082797⑈ ⑆113119985⑆ 800 001⑈

0038

02109

0038

02110

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81062

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

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

Road 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
Vincik-Ehlert	Baker Rd. Northeast	Esleib Rd	3732'
Esleib	Vincik-Ehlert Rd. (Northwest)	Poleline	1245'

General Description

Bury one .750 aluminum jacketed CATV cable 36" below grade 10' from edge of road. Install 2 equipment pedestals as indicated on attached map.

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 3rd. day of August, 1987, recorded in Volume 639 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
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

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

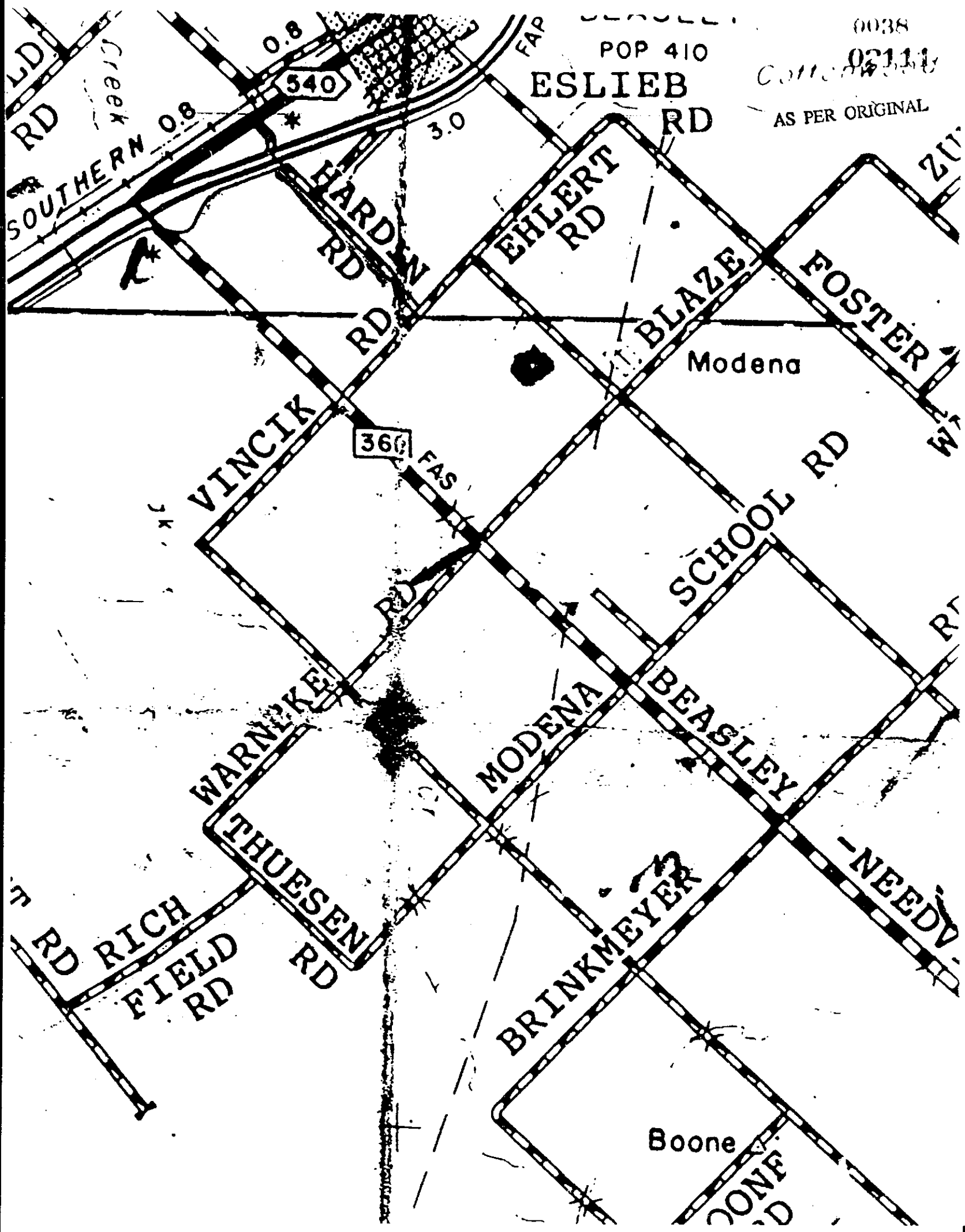
(Signature)

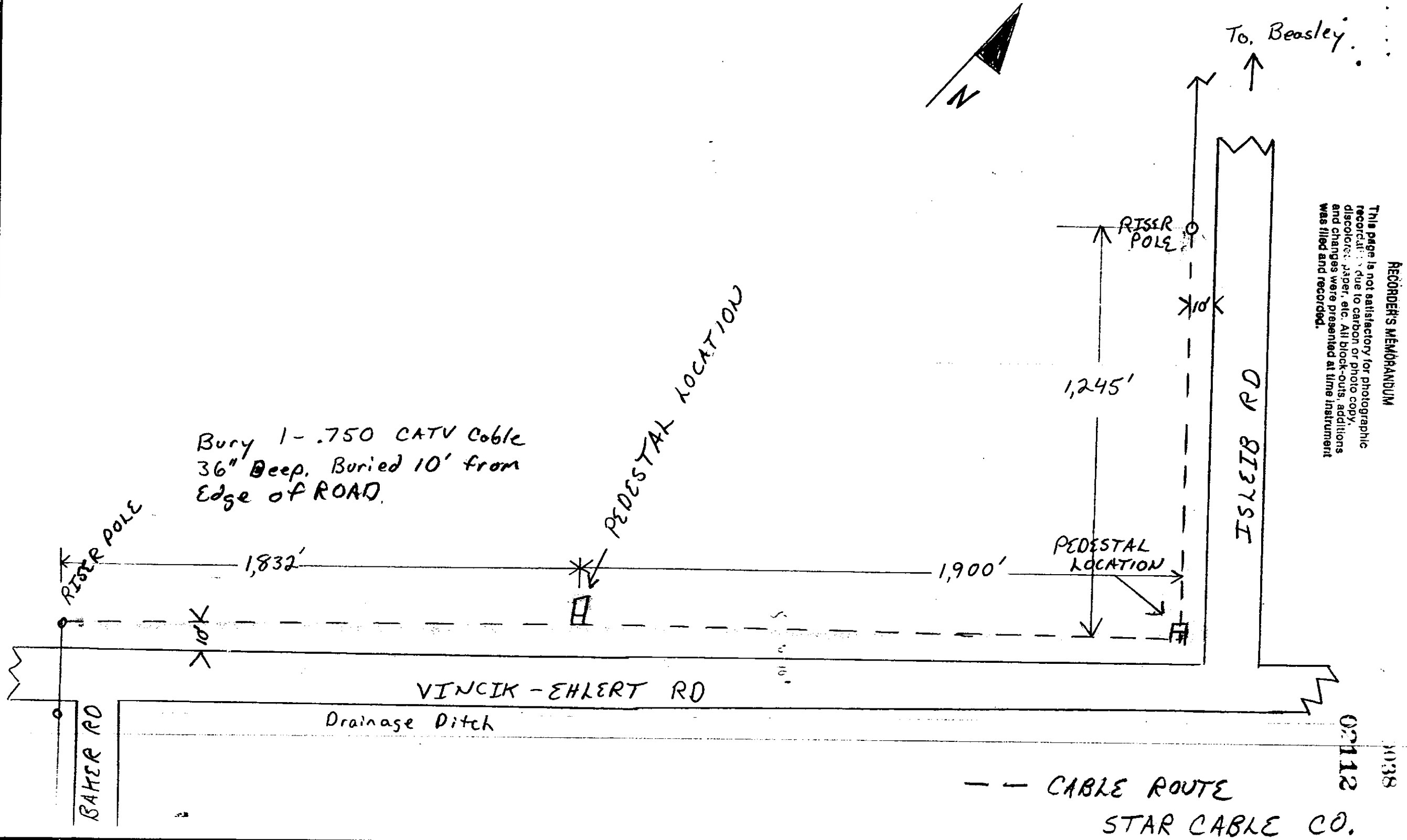
NAME & TITLE Larry Schnack, Project Manager
(Please Print)

DATE: 2 June, 1989
ADDRESS: 1112 S. Brooks
(Street/P.O. Box)

Brazoria, TX 77422
City State Zip
TELEPHONE NO: (409)798-1946

AS PER ORIGINAL





RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

#16

2

AT&T Individual Commission Agreement

0038

02113 AT&T

This Agreement is entered into between AT&T Communications, Inc., acting on behalf of the Interstate Division of the American Telephone and Telegraph Company and the AT&T Communications interexchange companies (hereinafter "AT&T") and a FORT BEND COUNTY ("Agent").
Company name

WHEREAS Agent is responsible for the placement of public telephones on the premises listed in Attachment A hereto and has arranged for the placement on such premises of public telephones owned and operated by a local exchange company ("LEC"), the parties agree as follows:

1. Agent represents and warrants that it is authorized to make decisions concerning public telephone service at the locations listed in Attachment A, including the right to select the primary interexchange carrier ("PIC") for operator assisted ("0+") interLATA calls placed from those locations.

2. Agent hereby selects AT&T as the "0+" PIC for the LEC public telephones at the locations listed in Attachment A, and it appoints AT&T as its Agent for the purpose of submitting Agent's selection of AT&T as its PIC for such telephones. Agent also agrees that it will promptly sign and return any ballot received from a LEC in connection with "equal access" for that LEC's public telephones and to name AT&T as Agent's "0+" PIC on the ballot. Nothing in this Agreement requires Agent to route "1+" interLATA calls to AT&T from the telephones covered by this Agreement.

3. Agent must inform AT&T of the telephone line numbers for each of the LEC public telephones at the locations listed in Attachment A ("locations") and all changes or additions to those numbers. Agent may direct the appropriate LEC to provide AT&T with such information, but AT&T is not obligated to pay the commissions described in paragraph 5 below unless and until it has been provided with correct line numbers for the LEC public telephones.

4. Agent will use its best efforts to retain the placement of the LEC public telephones at the locations listed in Attachment A during the term of this Agreement. If the number of LEC public telephones covered by this Agreement decreases substantially, AT&T has the right to terminate this Agreement.

5. AT&T agrees to pay Agent a commission as described in Attachment B on the billed revenues for non-sent paid (i.e., collect, credit card and billed to third number) AT&T calls placed from the LEC public telephones at the locations listed in Attachment A, provided that:

   a. Agent complies with all of the requirements in paragraphs 1-4 above.

   X ~~b. Agent will indemnify and hold AT&T harmless against any claim by any third party for commissions relating to the LEC public telephones covered by this Agreement.~~

   c. Agent will provide AT&T or its designee with reasonable access to Agent's records relating to this Agreement.

6. This Agreement will begin upon the signing of this Agreement by both parties and will be in effect for the period described in Attachment B. AT&T's obligation to pay commissions pursuant to paragraph 5 above will begin on the date that any LEC first implements Agent's selection of AT&T as Agent's "0+" PIC from that LEC's covered telephones. AT&T may terminate this Agreement with respect to any or all of the locations listed in Attachment A by sending written notice to Agent if the Federal Communications Commission, a State Public Utilities Commission or a court of competent jurisdiction issues an order or ruling which contains terms or conditions that materially and adversely affect this Agreement, its profitability to AT&T, or the ability of AT&T or Agent to perform its

(over please)

obligations as set forth herein. In addition, if applicable rules and regulations change, so that Agent is not permitted to select the interexchange carrier for all "0+" dialed interLATA calls from the covered telephones, Agent's duty to route all such calls to AT&T will end, and AT&T may terminate this Agreement by sending written notice to Agent. Termination of this Agreement under this paragraph will not give Agent any right to seek damages from AT&T as long as AT&T complies with its obligations to Agent up to the date of termination.

7. Except in cases involving willful or wanton conduct, AT&T's liability to Agent is limited to its obligations to pay commissions as described above. AT&T SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT AT&T HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE), BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT.

8. Any technical or business information or data disclosed or furnished to Agent by AT&T ("information"), including all information relating to AT&T calls, remains the property of AT&T. When in tangible form, this information must be returned upon request. All such information must be kept confidential by Agent and used only in Agent's performance under this Agreement, unless the information was previously known to Agent without any obligation of confidentiality or is made public by AT&T.

9. This Agreement and any attachments hereto constitute the entire understanding between the parties. They supersede all prior understandings, oral or written representations, statements, negotiations, proposals and undertakings with respect to the subject matter hereof. All amendments to this Agreement must be in writing, must refer specifically to this Agreement and must be signed by authorized representatives of the parties.

AT&T Communications, Inc.

By: _____
(Authorized Signature)

_____
Date

Print/Type name: _____

Title: _____

FORT BEND COUNTY
Company Name

By: Jodie E. Stavinoha
(Authorized Signature)

June 19, 1989
Date

Print/Type name: Jodie E. Stavinoha

Title: County Judge

P. O. Box 368
Company address

Richmond, Texas 77469
City State Zip Code

(713) 341-8608
Company telephone number

69-0740105
Federal Tax ID (To issue commission checks)

Attachment A: Local Telephone Company Public Phones

02115

To ensure you receive your full commission, it is important that you write down each of your local telephone company public phone numbers.

(Complete one Attachment A form for each business address. You may have to copy this form before filling it out if you have multiple locations.)

a FORT BEND COUNTY
COMPANY NAME

P. O. BOX 368
COMPANY ADDRESS

RICHMOND TEXAS 77469
CITY STATE ZIP CODE

Governmental entity
TYPE OF COMPANY

George Beran, Building Serv. Supervisor
AUTHORIZED CONTACT PERSON

b SOUTHWESTERN BELL
LOCAL TELEPHONE COMPANY

_____ NEW ACCOUNT

_____ ADDITIONAL LINE(S)

_____ DISCONNECT LINE(S)

c Local Telephone Company Public Phone Number	d Set Type: Coin or Coinless	c Local Telephone Company Public Phone Number	d Set Type: Coin or Coinless
See Attached List			

e BY: Jodie E. Stavinoha
AUTHORIZED SIGNATURE

JODIE E. STAVINOHA
TYPE OR PRINT NAME

June 19, 1989
DATE

(713) 341-8608
PHONE NUMBER DURING BUSINESS HOURS

ACCEPTED BY: AT&T

AUTHORIZED SIGNATURE

TYPE OR PRINT NAME

DATE

AT&T

0017 12-88

APPOINTMENT OF AGENT

The undersigned does hereby appoint AT&T my agent, to act in my name and stead, to handle all arrangements with local telephone companies (LEC's) to select AT&T as the "0+" carrier for all current and any future LEC public telephones installed at all locations under my control throughout the United States. It is understood that only one "0+" long distance company may be selected for a LEC public telephone, and that the selection of more than one "0+" long distance company for a LEC public telephone may invalidate any choice. It is further understood that there may be a charge by the local telephone company(s) for each public telephone line if there is a change in choice of "0+" long distance companies following the initial selection.

FORT BEND COUNTY
(Company)

P. O. BOX 368
(Address)

RICHMOND, TEXAS 77469
(City, State)

(713) 341-8608
(Business Telephone Number)

Jodie E. Stavinoha
(Signature)

JODIE E. STAVINOHA, COUNTY JUDGE
(Name and Title)

JUNE 19, 1989
(Date)

FORT BEND COUNTY PUBLIC TELEPHONES

LIBRARY	1001 GOLFVIEW		232-8011
			8980
JAIL	1410 RANSOM	CELL 2A	232-7278
		DAY ROOM	7279
		DAY ROOM	7280
		CELL 1B	7281
		OUTSIDE DAY RM	7282
		OUTSIDE DAY RM	7283
		OUTSIDE DAY RM	7284
		OUTSIDE DAY RM	7285
		OUTSIDE DAY RM	7286
		OUTSIDE DAY RM	7287
		CELL 2B	7740
		CELL 1D	7741
		CELL 1E	7742
		CELL 2D	7744
		CELL 1C	7746
		CELL 2E	7748
		CELL G	7749
		CELL J1	7750
		CELL J2	7751
		CELL H	7752
		CELL F	7754
		CELL H	7755
		CELL I	7760
		CELL F	7761
		CELL G	7762
		CELL I	7766
		OUTSIDE DAY RM	7767
		OUTSIDE DAY RM	7768
		CELL 1E	7772
		CELL 2A	7773
		BOOKING AREA	8095
		ENTRANCE	8164
		PRISONER REC.	8250
		WOMENS DORM	8253
		HOLDING TANK	8905
FAIR	4310 HWY 36		8045
			8065
			8288
			8920
			8090
COURTHOUSE	401 JACKSON	1ST FLOOR	8068
		1ST FLOOR	8971
		3RD FLOOR	8076
		2ND FLOOR	8079

JANE LONG ANN.	501 JACKSON	Basement	232-8965
		1st Floor	8138
		1st Floor	8196
COUNTY CLERK	301 JACKSON		8163
ADULT PROB.	118 LEGION		8934
JUV. PROB.	307 FORT		8947
TRAVIS ANNEX	309 S. 4TH	1st Floor Lounge	8214
		1st Floor "	8229
		3rd Floor	8261
		3rd Floor	8262
Additional at JAIL	1410 RANSOM	Inside Cell G	7783
		Inside Cell H	7784
		Inside Cell I	7785

Attachment B:
AT&T Individual Commission Plan

0038
02119

This form details the AT&T Individual Commission Plan and needs to be returned with your signed contract.

1. The commission rate payable to Agent for each location listed in Attachment A and the term of this Agreement are set forth below:

Total Number Of Public Telephones At A Location Routing "0+" InterLATA Calls To AT&T	Commission Rate On AT&T Non-Sent Paid Revenues From LEC Public Phones
85+ Pay Phones	11 %

The initial term of this Agreement is a period of two (2) years from the date Agent first begins earning commissions on any telephone listed in Attachment A pursuant to the terms of paragraph 6 of the Agreement.

This Agreement shall be automatically renewed for additional one year terms unless either party gives thirty (30) days' notice of its intention not to renew.

2. AT&T Non-Sent Paid Revenues will be calculated based on a monthly period beginning on the 16th day of each calendar month and ending on the 15th day of the following month.

AT&T

17
0038
02120

****

PUBLIC HEARING NOTICE

****

FOR: Hardin
Meyer

DATE: July 17

TIME: 10:15

NEWSPAPER(S) Herald Courier

INVOICE:

0038
021121

18//

CONTRACT FOR THE PURCHASE OF GASOLINES FOR FORT BEND COUNTY. BID #89-060

COMPANY	BID PRICE REGULAR LEADED	BID PRICE REGULAR UNLEADED	BID PRICE PREMIUM UNLEADED	PROOF OF INSURANCE SUBMITTED	BID BOND SUBMITTED	REFERENCES SUBMITTED
SOUTH COAST FUEL P.O. BOX 14514 HOUSTON, TX 77221-4514	+$0.031	+$0.031	+$0.031	YES	YES	YES
SUGAR LAND BULK OIL P.O. BOX 133 SUGAR LAND, TX 77487	+$0.0375	+$0.0375	+$0.0375	YES	YES	YES
LOUIS DREYFUS ENERGY P.O. BOX 111 BEL AIR, MD 21014	NO BID	NO BID	+$0.0420	YES	YES	YES

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02122/8/2

CONTRACT FOR THE PURCHASE OF FORD DEALER PARTS. BID #89-061

COMPANY	BID PRICE EXPRESSED AS DEALER COST PLUS A PERCENT
JOE MYERS FORD, INC. 16634 NORTHWEST FWY HOUSTON, TX 77040	+5%
RUSSELL & SMITH FORD 3440 SOUTH LOOP WEST HOUSTON, TX 77025	+10%
JACK ROACH FORD 2727 SOUTHWEST FWY HOUSTON, TX 77098	BID WITHDRAWN

No action taken.

20. 10:30 A.M. - DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA):

See attached Drainage District Board minutes.

RECONVENE:

Commissioners' Court reconvened at 11: 00 a.m. for Closed Session.

21. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR ROOF REPLACEMENT FOR PCT. 3 FACILITY, 1809 ELDRIDGE RD., SUGAR LAND (#89-067):

Postpone until Thursday, June 22, 1989 at 1:30 p.m.

22. APPROVE BILLS:

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

23. MR. STEVEN GILBERT, FORT BEND BAR ASSN., RE: DISCUSS AND CONSIDER LAW LIBRARY SPACE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that the Law Library be the five rooms in the open area of the courthouse. Last office will be for the baliff. Doors are not to be locked.

Steven Gilbert and Don Schwartz, members of the Fort Bend Bar Association, discussed library space.

24. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (INDIGENT CARE CASE), AS AUTHORIZED BY ART. 6252-17, sec. 2 (E), VTCS, AND CONSIDER TAKING ACTION:

No action taken.

RECESS:

Commissioners' Court recessed until Thursday, June 22, 1989.

RECONVENE:

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

21. OPEN AND CONSIDER BIDS FOR ROOF REPLACEMENT FACILITY, 1809 ELDRIDGE RD. SUGAR LAND:

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

A)	DRYMALLA CONSTRUCTION CO.	$ 19,993
B)	JAMES ELLIOTT CONSTRUCTION	$ 24,794

25. ADJOURNMENT:

Commissioners' Court adjourned at 1:35 p.m. Thursday.

0038 21
02124

BID ITEM: ROOF REPLACEMENT FORT BEND COUNTY PRECINCT #3 FACILITY

BID NUMBER: 89-067

VENDORS NOTIFIED BY MAIL

COMPANY	BID PRICE
AARON BRUCE COMPANY	
BASS CONSTRUCTION CO., INC.	
CAGLE CONSTRUCTION CO., INC.	
CALCO CONSTRUCTION CO.	
CHAMPION CONSTRUCTION	
CONSTRUCTION & CONSULTING	
DERNEHL CONSTRUCTION, INC.	
DRYMALLA CONSTRUCTION CO. ✓	$ 19,993
HANNA CONSTRUCTION CO.	
HENRY BROTHERS, INC.	
HOMESTEAD BUILDERS, INC.	
JAMES ELLIOTT CONSTRUCTION ✓	$ 24,794
SHB BUILDERS, INC.	
SHIRLEY CONSTRUCTION CO., INC.	
TEXAS M & M BUILDERS, INC.	
SHANK'S HOME REPAIR	

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1989

On this the _____ day of _____, 1989 at a _____ Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

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

********** APPROVED **********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 19TH day of JUNE, Drainage District Board of Fort Bend County, Texas met with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK
DAN GERKEN	DRAINAGE MANAGER

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

1. DISCUSS AND CONSIDER TRANSFERRING BIG CREEK LINE ITEM IN THE DRAINAGE DISTRICT BUDGET TO BIG CREEK FUND:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize transfer of Big Creek Line Item in the amount of $999,200 to Big Creek Fund as requested by Dan Gerken, Drainage Engineer.

2. CONSIDER COLLECTION OF LETTER OF CREDIT FOR BRAZOS BEND OAKS SUBDIVISION IN THE BIG CREEK WATERSHED:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize collection of Letter of Credit in the amount of $29,270.40 for Brazos Bend Oaks Subdivision in the Big Creek Watershed as requested by Dan Gerken.

3. CONSIDER ACCEPTANCE OF DRAINAGE EASEMENT ON CEDAR CREEK I-B:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept drainage easement on Cedar Creek I-B as requested by Dan Gerken. (Recorded in minutes in full)

4. CONSIDER APPROVING CONTRACT FOR DESIGN OF STRUCTURES ON BIG CREEK BYPASS:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve contract for design of structures on Big Creek Bypass as requested by Dan Gerken subject to approval by Fort Bend County Water Supply Corp.

5. CONSIDER AUTHORIZING CHANGE OF POSITION TITLE WITHIN DRAINAGE DISTRICT:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize change of position title from One Lt. Equipment Operator to One Clerk I as requested by Dan Gerken.

DDB #43

AS PER ORIGINAL

0038

02127

FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Mr. & Mrs. Michael Levis Estate

Sidney Levis Mrs. Elenor Wright

11110 Atwell

Houston, Texas 77096

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement of an aggregate width of 100 feet, being 100 feet, extending at right angles, on ~~each~~ right side of the following line and course across said land, to-wit:

Beginning at the point where the centerline or thread of Cedar Creek (also called Ditch I-B by the Fort Bend County Drainage District) intersects the Southeasterly boundary of Grantor's 125 acre tract, located in the Wm. Prater Survey, Abstract 120, of Brazoria County, Texas;

Thence upstream along the various meanders of said centerline to intersect the Northwesterly boundary of Grantor's tract, being the termination point of this easement.

Stl ELW - ~~During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing upon the premises of Grantor, immediately adjoining the easement as above described.~~ Stl ELW

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 28TH day of APRIL, A. D. 1989.

Sidney Levis
SIDNEY LEVIS

Eleanor L. Wright

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME

GLENDA L. ROPER, NOTARY PUBLIC, in and for HARRIS County, Texas, on this day personally appeared SIDNEY LEVIS

known to me to be the person whose name IS subscribed to the foregoing instrument, and acknowledged ~~to me that he executed~~ the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 28Th day of APRIL, A. D. 19 89

GLENDA L. ROPER
Notary Public, State of Texas
My Commission Expires 3 21 90

(L. S.)

Glenda L. Roper

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME

VANESSA D. WEST NOTARY PUBLIC, in and for HARRIS County, Texas, on this day personally appeared ELEANOR L. WRIGHT, ~~wife~~ sister of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said CO-EXECUTOR acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 15th day of MAY, A. D. 19 89

VANESSA D. WEST
Notary Public, State of Texas
My Commission Expires 9 6 90

(L. S.)

Vanessa D. West

THE STATE OF TEXAS
COUNTY OF

BEFORE ME

, in and for County, Texas, on this day personally appeared and , his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of , A. D. 19

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,
County of

I, , Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of , A. D. 19 with its authentication, was filed for record in my office on the day of , A. D. 19 at o'clock M., and duly recorded this the day of , A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page .

Witness my hand and the seal of the County Court of said County, at office in , Texas, the day and year last above written.

Clerk of Court, County, Texas.

By , Deputy

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CONTRACT FOR ENGINEERING SERVICES

THE STATE OF TEXAS ⁑ KNOW ALL MEN BY THE PRESENTS:

COUNTY OF FORT BEND ⁑

THIS AGREEMENT, made and entered into by and between the FORT BEND COUNTY DRAINAGE DISTRICT, acting by and through its duly authorized governing body (hereinafter referred to as "Drainage District"), and VANSICKLE-MICKELSON and KLEIN, INC., acting by an through its duly authorized officers (hereinafter referred to as "Engineers").

WHEREAS, the Drainage District proposes and intends to construct one (1) Drop Structure/Energy Dissipation Structure on the Big Creek By-Pass Channel at the Brazos River; and,

WHEREAS, the Drainage District proposes and intends to construct one (1) siphon to convey the waters of Waters Lake Bayou under the Big Creek By-Pass Channel; and,

WHEREAS, the Drainage District proposes and intends to construct Erosion Protection at the confluence of Big Creek and the Big Creek By-Pass Channel.

WHEREAS, Engineer desires to perform the engineering services for the Drainage District for the hereinabove stated projects on the Big Creek By-Pass Channel (jointly and collectively referred to as "The Project"); and,

WHEREAS, the Drainage District desires the services of Engineer to perform the engineering services for the Drainage District for The Project.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Drainage District and Engineer agree upon the following terms, conditions, and considerations, to wit:

I.

SCOPE OF WORK

The work to be done under this contract will be divided into Five Phases (Feasibility, Preliminary, Design, Bidding, and Construction) as follows:

A. Feasibility Phase: The Engineer will evaluate the hydraulic impact the Project will have on the overall master plan of the Big Creek watershed. This task will include the hydrologic and hydraulic analysis of the proposed channel and drainage structures required for the first phase of capital improvements to Big Creek. The Engineer will also develop an implementation plan and financing feasibility study to determine the required plan to construct the proposed improvements. This analysis will serve as support documentation for

future funding of the watershed's capital improvement program.

B. Preliminary Phase: Work under the Preliminary Phase will not commence until the Engineer has received written notification from the Drainage District. During the Preliminary Phase, the services of the Engineer shall include, but not be limited to the following:

1) attend all necessary conferences with Drainage District officials and personnel and officials of the Fort Bend County Water Supply and Flood Control Corporation (hereinafter referred to as "FBCWSFCC") regarding the project.

2) review existing soils report and establish the scope of any necessary additional soils and foundation investigations and assist the Drainage District in arranging for the work to be done by requesting and evaluating proposals for any additional soils and foundations investigations, and making recommendations to the Drainage District as to the best choice of soils consultant.

3) prepare an engineering report on the Project: detailing the various structures considered, describing the recommended structures and describing the design criteria used to make the recommendation, including preliminary layout and cost estimates. Furnish three (3) copies of the report in draft form to the Drainage District and review the report in person with the Drainage District.

4) revise the report as requested by the Drainage District.

5) furnish seven (7) copies of the final report to the Drainage District and review the report in person with the Drainage District.

C. Design Phase: Work under the Design Phase will not commence until the Preliminary Phase has been completed and approved by the Drainage District and the Engineer has received written instructions from the Drainage District to proceed with the Design Phase. Work under the Design Phase will include but not be limited to the following:

1) establish scope, and advise the Drainage District of field surveys required which will, in the opinion of the Engineer, be required in the design of the Project. (The actual survey work will be performed by the Engineer as Additional Services, described in Section IV.)

2) prepare complete specifications and contract drawings with sufficient detail to allow the Drainage District to advertise for bids.

3) prepare detailed cost estimates of authorized construction.

4) furnish the Drainage District with seven (7) copies of approved contract documents including notices to bidders and proposal forms. Any sets of contract documents in excess of seven (7) will be paid for separately.

D. Bidding Phase: Work under the Bidding Phase will not commence until the Design Phase has been completed and approved by the Drainage

District and the Engineer has received written instructions from the Drainage District to proceed with the Bidding Phase. The services of the Engineer under the Bidding Phase will include but not be limited to the following:

1) assist the Drainage District and the County Purchasing Agent in obtaining bids for the construction contract.

2) consult with and advise the Drainage District and the County Purchasing Agent as to the acceptability of subcontractors and other persons and organizations proposed by the prime Contractors (hereinafter called "Contractors") for those portions of the work as to which such acceptability is required by the bidding documents.

3) consult with and advise the Drainage District and the County Purchasing Agent as to the acceptability of substitute materials and equipments proposed by Contractors when substitution prior to the award of contracts is allowed by the bidding documents.

4) assist the Drainage District and the County Purchasing Agent in evaluating bids or proposals and make recommendations to the Drainage District and the County Purchasing Agent regarding award of contract.

E. Construction Phase: Work under the Construction Phase will begin when the Drainage District has awarded a construction contract for the Project. The Engineer shall provide professional services in the different phases of construction as may be required to obtain a complete, finished and workmanlike project in complete accordance with the purpose and intent of the construction documents. The services of the Engineer will include, but not be limited to the following:

1) assist the Drainage District with phasing of any channel excavation that may be occurring concurrently with the Project as it may impact the Project.

2) review shop drawings and various items submitted by the Contractor and approve those which comply with the requirements of the construction documents.

3) interpret the construction documents as may be necessary.

4) make periodic visits to the job site to ensure that the Project is proceeding in accordance with the contract documents and the Contractor's construction schedule.

5) assist the Drainage District in review of the Contractor's application for payment.

6) upon request of the Drainage District, assist in the preparation of change orders to clarify, amend, supplement or modify the design documents and/or the contract amount.

7) determine and recommend to the Drainage District the date of substantial completion.

8) receive from the Contractor and deliver to the Drainage

District all guarantees and warranties, releases, manuals and brochures, equipment data, keys and related documents.

9) determine and recommend to the Drainage District the date of final acceptance of the Project.

On the basis of on-site observation, as an engineer, the Engineer shall keep the Drainage District informed, with written reports, of the progress and quality of the Work, and shall endeavor to guard the Drainage District against defects and deficiencies in the work of the Contractor.

No less than 30 days and no more than 45 days before the expiration of the guarantee period established by the Construction Contract, the Engineer, the Contractor and the Drainage District shall inspect the Project. Within seven (7) days of such inspection, the Engineer shall furnish the Drainage District a written report enumerating items which require repair or replacement as provided under the guarantee and warranty provisions of said Construction Contract. It is agreed that general administration of the Construction Contract will be the responsibility of the Drainage District. Accordingly, the Engineer shall not have the authority, usual with respect to private work, to issue direct instruction to the Contractor, to reject work done by the Contractor, or to require special inspections and/or tests. The Drainage District invites and expects, however, the periodic counsel of the Engineer throughout the Construction Phase of the project.

II.

PERIOD OF SERVICE

The Engineer agrees to begin work immediately upon execution of this Agreement and to proceed diligently to completion with said work, as described in Section I. The Engineers obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including Additional Services and required extensions thereto.

If the Drainage District, through prior Commissioners Court Order, requests or approves significant modifications or changes in the extent of the Project, the time of performance of the Engineers services and his various rates of compensation shall be adjusted appropriately.

It is understood that the Engineer will employ Registered Professionals as required to prepare the plans and specifications for the Project and their services will be retained until construction is completed to assure that these phases of the work are performed in accordance with the plans and specifications.

If, after completion of the Design Phase and before or after completion of the Bidding Phase, but before awarding any contract,the Drainage District shall determine that it is not feasible to proceed further with the Project within any reasonable time, the payment to the Engineer of the amounts provided for in Section V under the Preliminary Phase, the Design Phase and the Bidding Phase, if the

Bidding Phase has been authorized, shall satisfy and discharge all of the Drainage District liability to the Engineer under this contract.

It is expressly stipulated that if the Drainage District so determines the impracticability of proceeding with the Construction Phase of the Project, the plans, specifications, contract documents, etc., shall be and remain the property of the Drainage District and it may make such use thereof, or of copies which it may see fit to make thereof, in subsequent revival of the Project, as it sees fit, without thereby becoming obligated in any way, in the absence of another and further contract to such effect, to the Engineer beyond the payments provided for the Preliminary Phase, the Design Phase and the Bidding Phase in Section V.

III.

OWNERSHIP OF DOCUMENTS

The original preliminary sketches, notes and/or preliminary studies shall remain the property of the Engineer. All the Engineer's original tracings and drawings made pursuant to this Contract or reproducible copies thereof, of quality acceptable to the Drainage District, corrected to show changes made during construction, shall be delivered to and become the property of the Drainage District before final payment of the total fee. The Engineer has the right, however, to make and retain reproducible copies of the final plans. The fee provided herein includes, however, the furnishing to the Drainage District seven (7) copies of all reports, recommendations, analyses, specifications, plans and drawings (including working drawings) for plan checking by the Drainage District. Seven (7) final sets of construction documents to be used for reference, bidding and construction purposes will be furnished to the Drainage District by the Engineer. All sets of construction documents requested by the Drainage District in excess of seven (7) will be paid for separately by the Drainage District at actual invoice cost plus ten percent. At the Drainage District's option, reproducible plans and/or specifications will be made from the Engineer's original tracings and/or specifications which he shall furnish to the Drainage District for that purpose.

IV.

COMPLIANCE WITH LOCAL LAWS

It is the responsibility of the Engineer to comply strictly with the requirements of the Federal, State and local regulating agencies.

All plans and specifications shall be submitted to the aforementioned agencies by the Engineer for review and approval. Final approval must be received prior to bidding and award of contract in accordance with rules and regulations adopted by the regulating agencies.

V.

PAYMENTS

The Drainage District shall pay to the Engineer as compensation for Basic Services rendered under Section I a professional fee based on a percentage of the Construction Cost determined from the TSPE Curve B. The curve has been converted to a tabular format which is attached as Exhibit A. Where necessary, a straight line interpolation will be made between the values listed in the table.

The Drainage District shall pay the Engineer for Additional Services rendered under Section VI on the basis of hourly rates in accordance with the Standard Rate Schedule attached as Exhibit B.

In addition to payments provided for in the above paragraphs, the Drainage District shall pay the Engineer for all Reimbursable Expenses incurred in connection with all Basic and Additional Services at invoice cost times a multiplier of 1.1.

The Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred in a form acceptable to the Drainage District. The statements will be based upon the Engineer's estimate of the proportion of the total services actually completed at the time of billing. Copies of the original invoices for all Reimbursable Expenses will be submitted with the Engineer's statement of Reimbursable Expenses.

Feasibility Phase: Upon completion of the Feasibility Phase services of the Engineer and the acceptance and approval of the product therefore by the Drainage District, the Drainage District shall pay the Engineer a lump sum payment amount based on the percentage of the total project that the Drainage District is funding times $60,000. This amount will subsequently be reimbursed to the Drainage District by the Fort Bend County Flood Control/Water Supply Corporation upon receipt of bond proceeds to finance construction of the capital improvement program.

Preliminary Phase: Upon completion of the Preliminary Phase services of the Engineer and the acceptance and approval of the products thereof by the Drainage District, the Drainage District shall pay the Engineer such additional amount, if any, as may be necessary to bring the total compensation paid on account of such phase to 25% of total compensation payable for all phases of Basic Services.

Design Phase: When drawings and specifications have been completed, have been accepted and approved by the Drainage District, have been approved by the FBCWSFCC and all required permits have been obtained, the Drainage District shall pay the Engineer such additional amount, if any, as may be necessary to bring the total compensation paid on account of such phase to 60% of total compensation payable for all phases of Basic Services. Upon completion of this phase, total compensation paid to the Engineer will be 85% of the total compensation payable for all phases of the Basic Services.

Bidding Phase: Upon completion of the Bidding Phase services of the Engineer and all bids and proposals have been received by the

Drainage District, the Drainage District shall pay the Engineer such additional amount, if any, as may be necessary to bring the total compensation paid on account of such phase to 5% of total compensation payable for all phases of Basic Services. Upon completion of this phase, total compensation paid to the Engineer will be 90% of the total compensation payable for all phases of the Basic Services.

Construction Phase: It is understood that the Construction Phase of this project may be delayed until sufficient funds are available. If the Construction Phase of the Project will not proceed within a reasonable amount of time, the services to be performed by the Engineer in the Construction Phase will be governed by the stipulations in Section II.

It is further understood by both parties to this agreement that, the Engineer's total compensation for the Basic Services shall be restricted to the lesser amount computed by using the final Agreed Estimate or the amount computed by using the final Construction Cost. The determination of engineering compensation based on the use of the final Construction Cost shall be limited to an amount no less that 90 percent or no more that 110 percent of that derived from the use of the final Agreed Estimate.

For services to be performed by the Engineer in the Construction Phase of the agreement the Drainage District shall make partial payments periodically, but not more than monthly, in the same percentage as the last previous payment to the construction contractor. Partial payments shall be limited to a total of 95% of the final amount due for construction phase services until 1) the completion of the authorized services and 2) the project has been accepted by the Drainage District and 3) the Engineer has delivered to the Drainage District all documents expressed and/or implied above and 4) the Engineer has delivered to the Drainage District reproducibles as addressed in Article I of the contract. The final 5% shall be a lump sum payment. In addition to the lump sum payments specified above, the Engineer shall be reimbursed for Additional Services as set forth in Section VI at actual salary cost (raw salary plus payroll burden) times a multiplier of 2.5.

The fee hereinabove provided for shall be the entire and complete compensation of the Engineer for his services and expenses in connection therewith as hereby contemplated, and the Drainage District shall not be expected to reimburse him for any transportation expenses of himself, his associates or employees to or from his job site, and he shall not be entitled to be reimbursed for transportation expenses and/or subsistence incurred in any other travel in connection with all tasks associated with the Basic Services of this Agreement unless the same is authorized in advance by the Drainage District.

VI.

ADDITIONAL SERVICES

If the Engineer is caused extra drafting or other expenses due to changes ordered by the Drainage District, he will be suitably paid for such extra expense and such additional services involved. However, reasonable changes and modifications in preliminary sketches during

conferences or otherwise prior to the Engineer being directed to proceed with the actual preparation of the final plans, specifications, and working drawings shall not be considered changes or extra work entitling the Engineer to extra compensation under this paragraph. Also, additional changes to correct or clarify the final plans and specifications for construction purposes shall not be considered extra work, only if such changes are requested prior to final Drainage District approval of the contract drawings and specifications.

If authorized in writing by the Drainage District, the Engineer shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The Engineer shall submit to the Drainage District a proposed budget for any Additional Services accompanied by the request for written authorization to proceed with the Additional Services. The cost for authorized Additional Services shall not exceed the approved budget without written approval of the Drainage District. These Additional Services will be paid for by the Drainage District as indicated in Section IV.

1) Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the Drainage District.

2) Providing any type of field surveys for design purposes and engineering surveys and staking to enable Contractors to proceed with their work; and providing other special field surveys.

3) Additional services in connection with the Project, including services normally furnished by the Drainage District and services not otherwise provided for in this Agreement.

VII.

REIMBURSABLE EXPENSES

Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: toll telephone calls and telegrams; reproduction of reports, Drawings Specifications and similar Project-related items in addition to those required under Section I; expenses of computer time including and appropriate charge for previously established programs; and, if authorized in writing in advance by the Drainage District, overtime work requiring higher than regular pay.

VIII.

CONSTRUCTION COST

The Construction Cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to the Drainage District, but will not include the Engineer's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include the District's legal, accounting, insurance counseling or auditing services, or interest and financing

charges incurred in connection with the Project. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed as applied to completed and designed, but not constructed work:

1) For completed construction work the direct actual cost to the Drainage District of all construction contract items for the specified construction for which the Engineer performs engineering services hereunder, including labor, materials and equipment required for the completed project as reflected by the actual construction contracts awarded for the specified construction. The construction cost shall be computed only once for the specified construction. Such computation to be made promptly after a contract or contracts are awarded.

2) For Contractor's work designed but not constructed, the lowest bonafide bid received from a qualified bidder for such work.

3) For work upon which no such bid or proposal is received, the most recent Agreed Estimate of Construction Cost as prepared by the Engineer and agreed to by the Drainage District. "Agreed Estimate" means the estimate of the project's construction cost for the specified construction to which the Engineer and the Drainage District agree prior to bidding. A preliminary estimate shall be established and used as the initial agreed estimate. As the project progresses, the agreed estimate may be modified based on the development of actual design, changes in scope of work, or items being added which were not anticipated in the initial agreed estimate. The final "Agreed Estimate" shall be the Engineer's final cost estimate agreed to by both the Drainage District and the Engineer.

IX.

TERMINATION

A. Right of Either Party to Terminate.

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract.

The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice. Provided, however, in the event the failure is cured within said ten (10) day period, the notice of termination shall become ineffective.

B. Procedures Engineer to Follow Upon Receipt of Notice of Termination.

Upon receipt of a notice of termination and prior to the effective date of the termination, the Engineer shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and Contracts insofar as such orders and Contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination the Engineer shall submit a statement, showing in detail the services performed under this Contract prior to the effective date of termination.

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Copies of all completed or partially completed specifications and reproducibles of all completed or partially completed designs and plans shall be delivered to the Drainage District as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in the contract. Upon the above conditions being met, the Drainage District shall promptly pay the Engineer that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

X.

INSURANCE

The Engineer shall secure and maintain such insurance as will protect him from claims under the Worker's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of his services under this Agreement.

XI.

SUCCESSORS AND ASSIGNS

This Contract shall be binding on the heirs, successors and assigns of each party hereto. The employment by the Drainage District of Engineer to perform the services set forth in this agreement is a personal contract and the Engineer shall not assign, sublet or transfer his interest or obligation under the provisions of this agreement without the prior written consent of the Drainage District. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Drainage District.

XII.

LIABILITY

The Engineer agrees to indemnify and hold the Drainage District harmless from each and every claim, suit, judgement or damage to persons or property cause by or arising out of or in connection with the operations of the Engineer and its subcontractors, where permitted, except as any such claim, suit, judgement or damage may be due to the negligence of the Drainage District.

XIII.

SUBCONTRACTS

In fulfilling its duties pursuant to this Agreement, the Engineer may, subject to the prior written approval of the Drainage District, subcontract with individuals, partnerships, associations, corporations, political subdivisions, or agencies, or such other entities as it deems necessary or advisable. Such subcontracts shall in no way increase the cost to the Drainage District for any engineering services.

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XIV.

AUDITS AND RECORDS

At any time during normal business hours and as often as the Drainage District may reasonably deem necessary, the Engineer shall make available for examination by representatives of the Drainage District all of its records with respect to all matters covered by this Agreement and will permit representatives of the Drainage District to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement, for a period of three (3) years from the date of completion of the Work performed hereunder or for such other or longer period as may be required by applicable law.

XV.

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion,sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations, selection for training, including apprenticeships; and participation in recreational activities. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer state that all qualifies applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, excepting that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Engineer shall keep such records and submit such reports concerning the racial and ethnic origin(s) of applicants for employment and employees as the law may require. The Engineer agrees to comply with such rules, regulations or guidelines as may be issued to implement these requirements.

XVI.

MAILING ADDRESS

All notices and communications under this Agreement to be mailed or delivered to the Drainage District shall be sent as follows, unless and until the Engineer is otherwise notified:

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Fort Bend County Drainage District
P.O. Box 1028
3417 Avenue F
Rosenberg, Texas 77471
Attention: Mr. Daniel E. Gerken, P.E. Manager/Engineer

All notices and communications under this Agreement to be mailed or delivered to the Engineer shall be sent as follows, unless and until the Drainage District is otherwise notified:

VanSickle, Mickelson and Klein, Inc.
7500 San Felipe, Suite 700
Houston, Texas 77063
Attention: Mr. Stephen C. Costello, P.E.

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XVII.

AMENDMENTS

Any amendment of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

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IN TESTIMONY OF WHICH, this instrument has been executed by the Engineer on this the _____ day of _____, A.D. 19___ and has been executed on behalf of the Drainage District by the Drainage District Board and attested by _____ this the _____day of _____, A.D. 19__. in duplicate originals, both of equal force and effect.

VanSickle-Mickelson and Klein, Inc.

Attest: Donald VanSickle
Corporation Secretary

by: John Mickelson Jr
President

Fort Bend County Drainage District

Attest: Dianne Wilson
County Clerk

by: Jodie E. Stavinoha
County Judge

Daniel E. Gahn
Drainage District Manager

Approved as to form:

Larry D. Wagenbach
Assistant Criminal District Attorney

6. CONSIDER TAKING ACTION ON EXPIRING LETTER OF CREDIT FOR VICKSBURG-VILLAGE OF CUMBERLAND:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize collection of letter of credit for Vicksburg-Village of Cumberland.

7. DISCUSS AND CONSIDER ACCEPTING PROPOSALS FOR IMPLEMENTATION PLAN ON MUSTANG BAYOU:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept proposals for implementation plan on Mustang Bayou from Pate Engineers, Inc. not to exceed $40,000. Funds to come from Drainage District budget. (Recorded in minutes in full)

8. DISCUSS MONTHLY REPORT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept Drainage District Monthly Report for May 1989. (Recorded in minutes in full)

9. ADJOURNMENT:

Drainage District Board adjourned at 10:55 p.m. Monday, June 19, 1989.

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PATE ENGINEERS, INC.

AS PER ORIGINAL

June 16, 1989

Mr. Daniel E. Gerken, P.E.
Fort Bend County Drainage District
P.O. Box 1028
Rosenberg, Texas 77471

Reference: Proposal for Professional Engineering Services
Mustang Bayou Plan Development

Dear Mr. Gerken:

This letter presents our proposal to perform professional engineering services in connection with preparation of a plan of improvements for the Mustang Bayou watershed in eastern Fort Bend County, Texas. The plan would address watershed improvements necessary to resolve existing out-of-bank flooding as well as implementation issues such as project phasing and watershed impact fee.

The specific scope of services proposed for plan development are as follows:

1. Collect available plans on Mustang Bayou and lateral channels such as the Quail Glen outfall channel and the highflow bypass channel.

2. Recommend field surveys to be performed by the Drainage District necessary to establish HEC-2 model of Mustang Bayou.

3. Establish HEC-1 and HEC-2 models for analysis and design of improvements for Mustang Bayou.

4. Define and evaluate in consultation with the District improvement alternatives including increased high-flow bypass to Kitty Hollow Lake, Mustang Bayou channel improvements with regional stormwater detention within the Mustang Bayou watershed or a combination thereof.

5. For the recommended plan, refine estimated project cost including structures, right-of-way, bridge replacements, channel excavation, and pipeline adjustments.

6. Define project implementation plan including the recommended initial phase project and proposed impact fee.

13403 Northwest Freeway, Suite 160 Houston, Texas 77040-6071 (713) 462-3178

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7. Prepare detailed technical report with text, exhibits and tables presenting the results, conclusions and recommendations concerning flood control improvements for Mustang Bayou.

We propose to provide these services for a lump sum fee of $ 40,000. The estimated time to complete the initial draft report is 90 days from receipt of all field data collected by the Drainage District.

We appreciate the opportunity to submit this proposal and look forward to the opportunity to be of service to the Drainage District.

Very truly yours,

PATE ENGINEERS, INC.

Ronald L. Mullinax

Ronald L. Mullinax, P.E.
Vice President

RLM/tav
RLM321

Accepted by: Julie E. Stavinoha
Fort Bend County Drainage District

Date: 7/5/89

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COUNTY OF FORT BEND

Drainage District

Daniel E. Gerken, P.E.
Manager / Engineer

Engineering / Administration
P. O. Box 1028 / 3417 Avenue F
Rosenberg, Texas 77471
342-2863

Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

MONTHLY REPORT

MAY, 1989

The removal of vegetation from channels during May, 1989 was accomplished by both shredding operations and by herbicide applications.

Forty-four (44) channels, including Buffalo Creek I-B-3 and three (3) of its tributaries, Flewellen Ditch II-E, Fulshear Creek II-F, and Stafford Run Creek II-K-1 were shredded.

Forty-five (45) channels, including East Bernard Ditch I-G, Fairchilds Creek II-B-10-b, Jones Creek II-E-5, and Rabbs Bayou II-D received herbicide treatments.

The District's bridge crew replaced a bridge across Flatbank Creek II-K and a low-water crossing across Hady Creek II-F-2. One low-water crossing was also repaired on Hady Creek II-F-2.

Excavation continued on the Big Creek Bypass where the Northwest 9570 dragline dug twenty-one thousand (21,000) cubic yards of dirt.

The District's Rapier NCK-305 dragline began on the excavation of a new channel at the County Landfill. It begins at Seabourne Creek and ends at Klauke Road. When completed there will be four (4) culvert crossings installed. Five thousand three hundred (5,300) cubic yards of dirt were dug and used by Laidlaw in its landfill operations.

The Rabbs Bayou II-D project continued during May with the Linkbelt LS-98A dragline and the Fiat Allis FD-20 bulldozer. Work also began on the repair of erosion damage at the concrete box culverts at the confluence of Rabbs Bayou II-D and Middle Bayou II-D-1.

The Willow Waterhole project continued during May. Approximately fourteen thousand five hundred (14,500) cubic yards of dirt were dug.

The following charts show each project and which equipment was used during May, 1989.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

1. BIG CREEK II-B-6
   E538-EL240HYDR. EXCAVATOR 5/26

2. BIG CREEK II-B-8
   E226-CATERPILLAR D6D DOZER 5/4

3. BIG CREEK II-B-9
   E538-EL240HYDR. EXCAVATOR 5/24

4. BIG CREEK BYPASS II-B ALT
   E135-NORTHWEST 9570 DRAGLINE 5/1-5/5, 5/8-5/12, 5/15-5/19, 5/23-5/24, 5/30
   E247-RAPIER NCK305 DRAGLINE 5/1-5/2
   E526-DRESSER TD25G DOZER 5/1-5/5, 5/8-5/12, 5/15-5/19, 5/22-5/26, 5/30-5/31
   E532-DRESSER TD25G DOZER 5/1-5/5

5. CITY OF ROSENBERG ROSENBERG
   E226-CATERPILLAR D6D DOZER 5/1-5/3, 5/31
   E538-EL240HYDR. EXCAVATOR 5/1-5/2

6. COUNTY SANITARY LANDFILL LANDFILL
   E247-RAPIER NCK305 DRAGLINE 5/3-5/4, 5/8-5/12, 5/15-5/17, 5/19, 5/22-5/26, 5/30-5/31
   E511-CHAMPION 710A MOTORGRADER 5/22-5/23, 5/25

7. COW CREEK II-A
   E133-NORTHWEST 41AIR DRAGLINE 5/1-5/4
   E241-CASE 855C LOADER#7402317 5/5, 5/8
   E519-LINKBELT LS2800 TRACKHOE 5/2-5/5, 5/10-5/12, 5/16-5/19, 5/22, 5/25-5/26, 5/30-5/31
   E532-DRESSER TD25G DOZER 5/8-5/12, 5/15-5/19, 5/22-5/24, 5/26, 5/30-5/31
   E538-EL240HYDR. EXCAVATOR 5/4, 5/8-5/12, 5/15-5/19, 5/23-5/24

8. FAIRCHILDS CREEK II-B-10-b
   E538-EL240HYDR. EXCAVATOR 5/30-5/31

9. FLAT BANK CREEK II-k
   E133-NORTHWEST 41AIR DRAGLINE 5/4-5/5, 5/8-5/12, 5/15-5/19, 5/22

10. GUY CREEK I-A-1
    E538-EL240HYDR. EXCAVATOR 5/25-5/26

11. HADY CREEK II-F-2
    E133-NORTHWEST 41AIR DRAGLINE 5/26, 5/30-5/31
    E137-FIAT ALLIS 16B DOZER 5/30

12. RABBS BAYOU II-D
    E133-NORTHWEST 41AIR DRAGLINE 5/22-5/26
    E134-LINKBELT LS98A DRAGLINE 5/2-5/4, 5/10-5/12, 5/15-5/17, 5/26-5/26, 5/30-5/31
    E222-FIAT ALLIS FD20 DOZER 5/1-5/3, 5/5, 5/8-5/12, 5/15-5/17, 5/22-5/26, 5/30-5/31
    E226-CATERPILLAR D6D DOZER 5/8-5/12, 5/15-5/17, 5/22-5/25, 5/30
    E241-CASE 855C LOADER#7402317 5/8, 5/10-5/12, 5/15-5/17
    E511-CHAMPION 710A MOTORGRADER 5/1, 5/9

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

13. TURKEY CREEK I-D

E222-FIAT ALLIS FD20 DOZER	5/4

14. WILLOW WATERHOLE VIII-C-1

E193-LINKBELT LS128 DRAGLINE	5/1-5/5, 5/8-5/12, 5/15-5/19, 5/22-5/24, 5/30-5/31
E222-FIAT ALLIS FD20 DOZER	5/22
E224-FIAT ALLIS FD20 DOZER	5/1-5/4, 5/8-5/12, 5/15-5/18, 5/22-5/26, 5/30-5/31
E225-FIATALLIS FG85MOTORGRADER	5/2-5/3, 5/26
E227-FIAT ALLIS FD30 DOZER	5/1-5/3, 5/8-5/12, 5/16-5/18, 5/25-5/26, 5/30-5/31
K305-KOEHRING K305 DRAGLINE	5/25-5/26

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

1. PRECINCT 4

E113-JOHNDEERE 350C SLOPEMOWER	5/9
E115-JOHNDEERE 350C SLOPEMOWER	5/9

2. BIG CREEK II-B

E107-JOHNDEERE 350C SLOPEMOWER	5/22
E154-CASE 1390 TRACTOR	5/8-5/11, 5/16-5/18, 5/22, 5/24-5/25
E512-HESSTON 7066 TRACTOR	5/8-5/11, 5/17-5/18, 5/22, 5/25

3. BIG CREEK II-B-6

E154-CASE 1390 TRACTOR	5/26, 5/30-5/31
E512-HESSTON 7066 TRACTOR	5/26, 5/30-5/31

4. BRAZOS RIVER II-GG

E112-JOHNDEERE 350C SLOPEMOWER	5/23
E117-JOHNDEERE 350C SLOPEMOWER	5/23

5. BROOKSHIRE CREEK II-F-1

E128-INTL. 784 SLOPEMOWER	5/16-5/17
E146-INTL. 784 TRACTOR	5/15-5/17
E243-FORD 6610 SLOPEMOWER	5/25, 5/30
E513-HESSTON 7066 TRACTOR	5/19, 5/30
E524-HESSTON 7066 SLOPEMOWER	5/17

6. BROOKSHIRE CREEK II-F-1-d

E128-INTL. 784 SLOPEMOWER	5/10-5/12
E146-INTL. 784 TRACTOR	5/10-5/12

7. BUFFALO CREEK I-B-3

E123-JOHNDEERE 350C SLOPEMOWER	5/3-5/3, 5/8-5/11, 5/30-5/31
E130-INTL. 784 SLOPEMOWER	5/10-5/10, 5/30-5/31
E155-CASE 1390 TRACTOR	5/1-5/2, 5/23-5/24, 5/26, 5/30-5/31
E514-HESSTON 7066 TRACTOR	5/10, 5/23-5/26, 5/30-5/31
E525-HESSTON 7066 SLOPEMOWER	5/9
E531-CASE 450	5/1-5/3, 5/8-5/12, 5/30-5/31

8. BUFFALO CREEK I-B-3-d

E123-JOHNDEERE 350C SLOPEMOWER	5/12, 5/16-5/17, 5/25-5/26
E130-INTL. 784 SLOPEMOWER	5/10, 5/17
E514-HESSTON 7066 TRACTOR	5/10-5/11, 5/16-5/17
E525-HESSTON 7066 SLOPEMOWER	5/17
E531-CASE 450	5/16-5/17

9. BUFFALO CREEK I-B-3-f

E155-CASE 1390 TRACTOR	5/16-5/17
E514-HESSTON 7066 TRACTOR	5/25
E518-MF 283 SLOPEMOWER	5/11, 5/16-5/17, 5/25

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

10. BUFFALO CREEK I-B-3-i

E155-CASE 1390 TRACTOR	5/3, 5/5, 5/8-5/9
E514-HESSTON 7066 TRACTOR	5/5
E518-MF 283 SLOPEMOWER	5/8, 5/10-5/11

11. BULLHEAD SLOUGH II-L

E118-JOHNDEERE 350C SLOPEMOWER	5/8

12. CHOCOLATE BAYOU X

E142-MF 255 TRACTOR	5/10
E157-CASE 1390 TRACTOR	5/10
E523-HESSTON 7066 SLOPEMOWER	5/10

13. CHOCOLATE BAYOU X-A

E111-JOHNDEERE 350C SLOPEMOWER	5/9
E142-MF 255 TRACTOR	5/9-5/10
E157-CASE 1390 TRACTOR	5/9
E523-HESSTON 7066 SLOPEMOWER	5/9

14. CHOCOLATE BAYOU X-B

E111-JOHNDEERE 350C SLOPEMOWER	5/10
E142-MF 255 TRACTOR	5/10-5/11
E157-CASE 1390 TRACTOR	5/11

15. COW CREEK II-A

D550-KOMATSU D21E SLOPEMOWER	5/11
E127-JOHNDEERE 350C SLOPEMOWER	5/10, 5/12

16. COW CREEK II-A-5

E512-HESSTON 7066 TRACTOR	5/24

17. FLEWELLEN DITCH II-E-10

E113-JOHNDEERE 350C SLOPEMOWER	5/10, 5/12
E115-JOHNDEERE 350C SLOPEMOWER	5/10-5/12, 5/16-5/17, 5/30
E146-INTL. 784 TRACTOR	5/19, 5/22
E243-FORD 6610 SLOPEMOWER	5/16
E524-HESSTON 7066 SLOPEMOWER	5/16

18. FLEWELLEN DITCH II-E-10-a

E113-JOHNDEERE 350C SLOPEMOWER	5/15, 5/17, 5/30-5/31
E115-JOHNDEERE 350C SLOPEMOWER	5/31

19. FLEWELLEN DITCH II-E-10-b

E113-JOHNDEERE 350C SLOPEMOWER	5/22, 5/24-5/26
E115-JOHNDEERE 350C SLOPEMOWER	5/22-5/26

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

20. FULSHEAR CREEK II-F

E128-INTL. 784 SLOPEMOWER	5/22, 5/24, 5/26
E154-CASE 1390 TRACTOR	5/3-5/4
E243-FORD 6610 SLOPEMOWER	5/1, 5/3-5/4, 5/17, 5/22, 5/24, 5/26
E513-HESSTON 7066 TRACTOR	5/22, 5/24, 5/26
E524-HESSTON 7066 SLOPEMOWER	5/1, 5/2, 5/22

21. JONES CREEK II-E-5

E112-JOHNDEERE 350C SLOPEMOWER	5/8

22. KEEGANS BAYOU VII-B-1

E515-HESSTON 7066 TRACTOR	5/10

23. MEANS DITCH I-F

E513-HESSTON 7066 TRACTOR	5/25

24. MIDDLE BAYOU II-D-1

E111-JOHNDEERE 350C SLOPEMOWER	5/16-5/18, 5/22, 5/24
E142-MF 255 TRACTOR	5/16-5/19, 5/22, 5/24
E157-CASE 1390 TRACTOR	5/17-5/18
E524-HESSTON 7066 SLOPEMOWER	5/8

25. MUSTANG CREEK IV-A

E111-JOHNDEERE 350C SLOPEMOWER	5/10, 5/12, 5/15
E142-MF 255 TRACTOR	5/11-5/12, 5/15
E157-CASE 1390 TRACTOR	5/11

26. OYSTER CREEK II-K

E111-JOHNDEERE 350C SLOPEMOWER	5/5-5/6
E119-JOHNDEERE 350C SLOPEMOWER	5/1, 5/3
E122-JOHNDEERE 350C SLOPEMOWER	5/3, 5/11
E142-MF 255 TRACTOR	5/7-5/8
E157-CASE 1390 TRACTOR	5/3-5/3, 5/5
E523-HESSTON 7066 SLOPEMOWER	5/3-5/4, 5/9

27. OYSTER CREEK II-K-14

E142-MF 255 TRACTOR	5/8-5/9
E157-CASE 1390 TRACTOR	5/9

28. RABBS BAYOU II-D

E157-CASE 1390 TRACTOR	5/24
E512-HESSTON 7066 TRACTOR	5/16

29. RABBS BAYOU II-D-2

E121-JOHNDEERE 350C SLOPEMOWER	5/23
E142-MF 255 TRACTOR	5/24-5/25, 5/30
E157-CASE 1390 TRACTOR	5/30

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

30. RABBS BAYOU II-D-5

E142-MF 255 TRACTOR	5/24-5/25
E157-CASE 1390 TRACTOR	5/24-5/26

31. RABBS BAYOU II-D-5-a

E157-CASE 1390 TRACTOR	5/26

32. RED GULLY II-K-9

E243-FORD 6610 SLOPEMOWER	5/2

33. SEABOURNE CREEK II-B-4

D550-D21E KOMATSU SLOPEMOWER	5/24-5/25, 5/31
E154-CASE 1390 TRACTOR	5/1-5/3, 5/5
E512-HESSTON 7066 TRACTOR	5/5-5/5, 5/8
E517-MF 283 SLOPEMOWER	5/1-5/4, 5/8-5/12, 5/30-5/31

34. SIMS BAYOU VIII-B

E230-HESSTON 7066 TRACTOR	5/22, 5/25, 5/30-5/31
E515-HESSTON 7066 TRACTOR	5/22, 5/25-5/26, 5/30-5/31

35. SIMS BAYOU VIII-B-1

E230-HESSTON 7066 TRACTOR	5/15-5/17
E515-HESSTON 7066 TRACTOR	5/11, 5/15-5/17

36. SIMS BAYOU VIII-B-1-a

E230-HESSTON 7066 TRACTOR	5/10
E243-FORD 6610 SLOPEMOWER	5/8

37. SIMS BAYOU VIII-B-1-c

E230-HESSTON 7066 TRACTOR	5/11

38. SIMS BAYOU LAT. VIII-B-1-d

E515-HESSTON 7066 TRACTOR	5/16

39. STAFFORD RUN CR. II-K-1

E119-JOHNDEERE 350C SLOPEMOWER	5/10-5/11, 5/15-5/17, 5/22-5/26, 5/30
E122-JOHNDEERE 350C SLOPEMOWER	5/1, 5/8-5/10, 5/15-5/16, 5/22-5/23, 5/25-5/26, 5/30
E230-HESSTON 7066 TRACTOR	5/3, 5/5-5/6
E515-HESSTON 7066 TRACTOR	5/1, 5/3-5/4, 5/8-5/9

40. STAFFORD RUN LAT. II-K-1-a

E230-HESSTON 7066 TRACTOR	5/8-5/9

41. TURKEY CREEK I-D-2

E142-MF 255 TRACTOR	5/26

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

42. WEST SIMONTON DITCH II-YY

E243-FORD 6610 SLOPEMOWER	5/11-5/12
E524-HESSTON 7066 SLOPEMOWER	5/9, 5/11-5/12, 5/15

43. WILLOW FORK OF BUFFALO BAYOU V-A

E513-HESSTON 7066 TRACTOR	5/3

44. WKM DITCH VIII-D-1-a

E243-FORD 6610 SLOPEMOWER	5/10
E524-HESSTON 7066 SLOPEMOWER	5/10

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

1. BIG CREEK II-B
   E102-JOHNDEERE 350 SLOPEMOWER 5/3-5/3, 5/8, 5/22-5/24, 5/30-5/31
   E105-JOHNDEERE 350B SLOPEMOWER 5/1-5/2, 5/8, 5/22-5/24, 5/30-5/31
   E107-JOHNDEERE 350C SLOPEMOWER 5/1-5/3, 5/8, 5/22-5/24, 5/31

2. BIG CREEK II-B-7
   E129-INTL. 784 SLOPEMOWER 5/2
   E229-HESSTON 7066 TRACTOR 5/1-5/2

3. BIG CREEK II-B-9
   E129-INTL. 784 SLOPEMOWER 5/1

4. BRAZOS RIVER II-GG
   E112-JOHNDEERE 350C SLOPEMOWER 5/23
   E117-JOHNDEERE 350C SLOPEMOWER 5/23
   E158-CASE 1390 TRACTOR 5/23

5. BRAZOS RIVER II-GG-1
   E112-JOHNDEERE 350C SLOPEMOWER 5/23

6. BRAZOS RIVER LATERAL II-H
   E112-JOHNDEERE 350C SLOPEMOWER 5/2
   E117-JOHNDEERE 350C SLOPEMOWER 5/2
   E158-CASE 1390 TRACTOR 5/2

7. BUFFALO CREEK I-B-3
   E110-JOHNDEERE 350C SLOPEMOWER 5/12

8. BULLHEAD SLOUGH II-L
   E116-JOHNDEERE 350C SLOPEMOWER 5/2, 5/8
   E118-JOHNDEERE 350C SLOPEMOWER 5/2, 5/8

9. BULLHEAD SLOUGH II-L-2
   88FORDF350(1FDKF38G1JNA97820) 5/31

10. CLEAR CREEK VI
    E126-JOHNDEERE 2640 SLOPEMOWER 5/8
    E242-FORD 6610 SLOPEMOWER 5/8

11. COUNTY LINE DITCH II-VV
    88FORDF350(1FDKF38G1JNA97820) 5/2

12. DRY BRANCH I-E-2
    88FORDF350(1FDKF38G1JNA97820) 5/1

13. EAST BERNARD DITCH I-6
    88FORDF350(1FDKF38G1JNA97820) 5/2, 5/8, 5/12, 5/23

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

14. EAST BERNARD DITCH I-G-1
    88FORDF350(1FDKF38G1JNA97820) 5/23

15. EAST BERNARD DITCH I-G-2
    88FORDF350(1FDKF38G1JNA97820) 5/12, 5/23

16. EAST BERNARD DITCH I-G-3
    88FORDF350(1FDKF38G1JNA97820) 5/8

17. FAIRCHILDS CR. II-B-10
    HANDSPRAYING 5/22, 5/25-5/26, 5/30-5/31

18. FAIRCHILDS CREEK II-B-10-b
    E129-INTL. 784 SLOPEMOWER 5/3, 5/23-5/24, 5/30-5/31
    E229-HESSTON 7066 TRACTOR 5/3, 5/12, 5/23-5/24, 5/30-5/31

19. FAIRCHILDS CREEK II-B-10-b-1
    E129-INTL. 784 SLOPEMOWER 5/12

20. FLEWELLEN DITCH II-E-10
    88FORDF350(1FDKF38G1JNA97820) 5/31

21. JACKSON DITCH I-H
    E110-JOHNDEERE 350C SLOPEMOWER 5/24, 5/30-5/31
    E231-HESSTON 7066 TRACTOR 5/24, 5/30-5/31

22. JACKSON DITCH I-H-4
    E110-JOHNDEERE 350C SLOPEMOWER 5/31
    E231-HESSTON 7066 TRACTOR 5/31

23. JONES CREEK II-E-5
    E112-JOHNDEERE 350C SLOPEMOWER 5/8
    E117-JOHNDEERE 350C SLOPEMOWER 5/8

24. LOWER OYSTER CREEK III-D
    E121-JOHNDEERE 350C SLOPEMOWER 5/30
    E124-JOHNDEERE 350C SLOPEMOWER 5/30

25. MEANS DITCH I-F
    88FORDF350(1FDKF38G1JNA97820) 5/23

26. MISC. OPER. UPKEEP
    88FORDF350(1FDKF38G1JNA97820) 5/25

27. OYSTER CREEK II-K
    E106-JOHNDEERE 350C SLOPEMOWER 5/30-5/31
    E121-JOHNDEERE 350C SLOPEMOWER 5/31
    E124-JOHNDEERE 350C SLOPEMOWER 5/31

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

28. RABBS BAYOU II-D

E106-JOHNDEERE 350C SLOPEMOWER	5/4, 5/8, 5/12, 5/23-5/24
E121-JOHNDEERE 350C SLOPEMOWER	5/2, 5/8, 5/12
E124-JOHNDEERE 350C SLOPEMOWER	5/4, 5/8, 5/12, 5/23
E126-JOHNDEERE 2640 SLOPEMOWER	5/30-5/31
E242-FORD 6610 SLOPEMOWER	5/31

29. RABBS BAYOU II-D-2

E121-JOHNDEERE 350C SLOPEMOWER	5/23

30. SAN BERNARD RIVER I-K

E110-JOHNDEERE 350C SLOPEMOWER	5/2, 5/8
E231-HESSTON 7066 TRACTOR	5/2, 5/8

31. SEABOURNE CREEK II-B-4

E102-JOHNDEERE 350 SLOPEMOWER	5/23
E105-JOHNDEERE 350B SLOPEMOWER	5/23
E107-JOHNDEERE 350C SLOPEMOWER	5/23

32. SIMS BAYOU VIII-A

E126-JOHNDEERE 2640 SLOPEMOWER	5/2
E242-FORD 6610 SLOPEMOWER	5/2

33. SIMS BAYOU VIII-B-1

E242-FORD 6610 SLOPEMOWER	5/12

34. SIMS BAYOU VIII-B-1-b

E126-JOHNDEERE 2640 SLOPEMOWER	5/2

35. SNAKE CREEK I-C

E103 JOHNDEERE 350B SLOPEMOWER	5/1-5/2, 5/8, 5/24, 5/30-5/31
E109-JOHNDEERE 350C SLOPEMOWER	5/1-5/3, 5/8, 5/30-5/31
88FORDF350(1FDKF38G1JNA97820)	5/23-5/24, 5/30

36. SNAKE CREEK I-C-11

E108-JOHNDEERE 350C SLOPEMOWER	5/1

37. SNAKE CREEK I-C-12

E108-JOHNDEERE 350C SLOPEMOWER	5/2, 5/8

38. SNAKE CREEK I-C-12-a

E108-JOHNDEERE 350C SLOPEMOWER	5/12

39. SNAKE CREEK I-C-13

E108-JOHNDEERE 350C SLOPEMOWER	5/24, 5/30-5/31
E109-JOHNDEERE 350C SLOPEMOWER	5/24

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

40. SUGARLAND IND. DITCH II-DD
    E116-JOHNDEERE 350C SLOPEMOWER 5/23
    E118-JOHNDEERE 350C SLOPEMOWER 5/24

41. TURKEY CREEK I-D
    88FORDF350(1FDKF38G1JNA97820) 5/1

42. TURKEY CREEK I-D-10
    88FORDF350(1FDKF38G1JNA97820) 5/30

43. TURKEY CREEK I-D-2
    88FORDF350(1FDKF38G1JNA97820) 5/2

44. TURKEY CREEK I-D-6
    E110-JOHNDEERE 350C SLOPEMOWER 5/2
    E231-HESSTON 7066 TRACTOR 5/2

45. WILLOW FORK OF BUFFALO BAYOU V-A
    E116-JOHNDEERE 350C SLOPEMOWER 5/31
    E118-JOHNDEERE 350C SLOPEMOWER 5/31

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF CHAPTER 194, LOCAL GOVERNMENT CODE, EFFECTIVE SEPTEMBER 1, 1987.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON JUNE 27, 19 89.

STARTING WITH
FILM CODE NO. 89vol. 38 pg.2054

ENDING WITH
FILM CODE NO. 89vol.38 pg.2145

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY