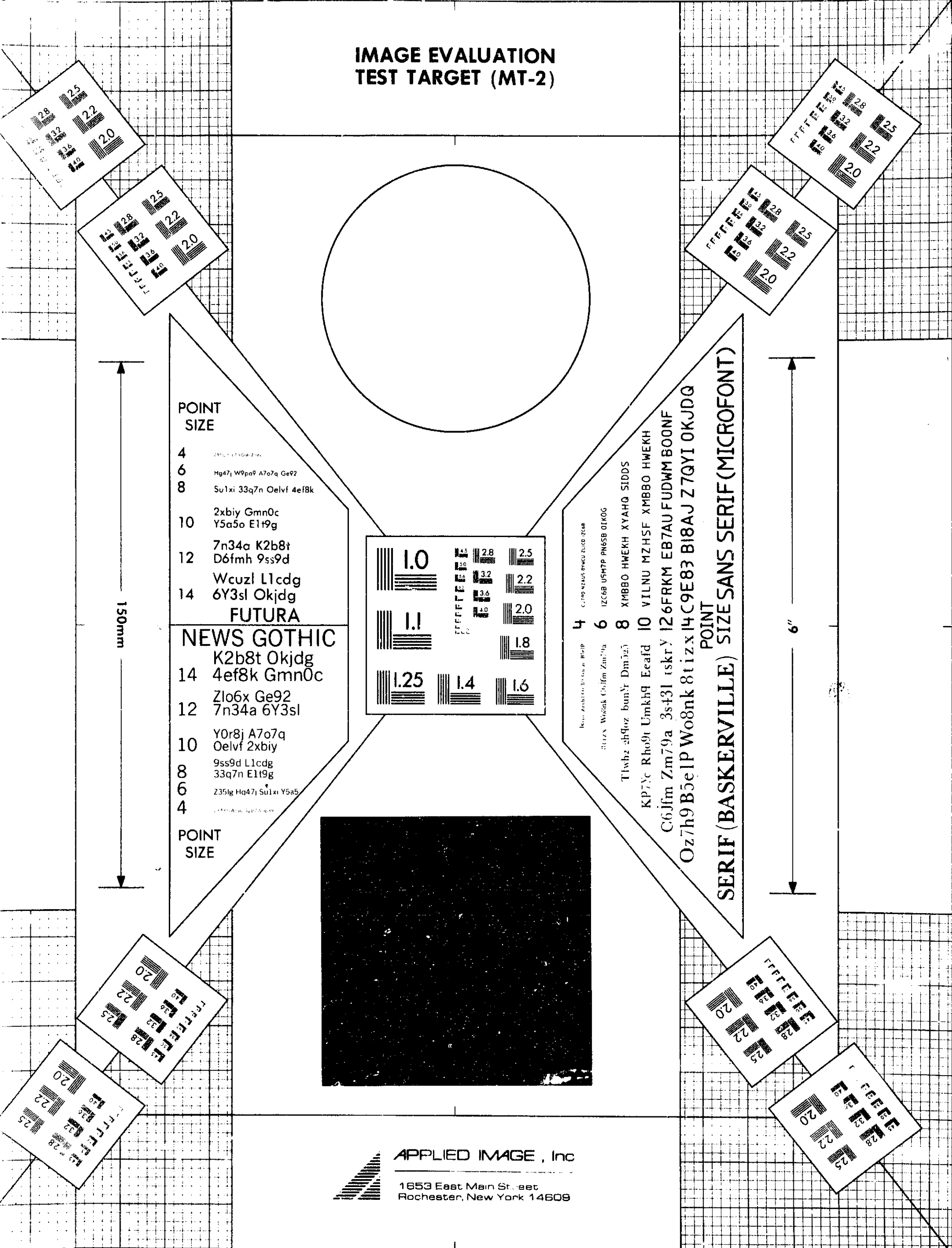


IMAGE EVALUATION TEST TARGET (MT-2)



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DENSITY TARGET

LRD MF10
(12/90)

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

BETWEEN THIS TITLE PAGE AND THE CERTIFICATE OF LEGALITY AND AUTHENTICITY
ARE THE COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF
THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 27th DAY OF February,
19 95 STARTING WITH FILM CODE NUMBER 94-Vol. 89-Pg. 0002
YEAR-ROLL (VOL.) NO.-PAGE NUMBER

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
Betty Fulgham (DEPUTY)

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
TUESDAY, DECEMBER 13, 1994
9:00 O'CLOCK A.M.

AGENDA

1. Call to Order and Invocation by Commissioner O'Shieles.
2. Pledge of Allegiance.
3. Approve minutes of meeting of December 6, 1994.
4. Announcements.
5. Approve line item transfers in budgets and funds.
6. Approve out-of-town travel requests for County personnel and enter into record the travel requests for elected officials.
7. Approve agreements/contracts for County equipment or services.
8. Consider approving bonds & oaths for various elected officials.
9. Consider setting Commissioners Court term (meeting schedule) for 1995.
10. Consider adopting 1995 holiday schedule.
11. Consider approving appointments to Library Board.
12. Consider approving renewal of Law Library administration agreement.
13. Consider approving agreement with Greater Fort Bend Economic Development Council for 1995.
14. Receive presentation from University of Texas Medical Branch, Galveston regarding indigent health care, and consider taking action.
15. Consider approving the following agreements for indigent health care: (1) Herman Hospital; (2) Polly Ryon Memorial Hospital.
16. Consider increasing volunteer arson investigators from 6 to 10 for Fire Marshal.
17. Consider approving request for 2 employees for Tax Assessor/Collector to be paid for by TNRCC fee for 1995.
18. Consider the following for the Sheriff's Dept.: (1) amending budget in the amount of \$18,000 for utilities and groceries; (2) approving funding of bailiff instructor training from Court Security Fund #149.
19. Consider adopting resolution opposing dredging near Town of Thompsons.
20. Consider approving security personnel for the Alternative School.
21. Consider amending Pct. 3 Road & Bridge budget by increasing fees & services by \$60,343 from Road & Bridge fund balance, and declare an emergency.
22. Consider adopting a revised Classification & Compensation Plan for Fort Bend County.
23. Consider approving County Retirement Plan options.
24. Consider amending Public Nuisance Abatement Order adopted by Commissioners Court on 11-1-94.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

ADA Coordinator, Risk/Management Insurance Dept., 7th Floor, Travis Building, P.O. Box 368, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

AS PER ORIGINAL

25. Consider approving the following for Fort Bend Flood Control Water Supply Corp.: (1) revised project budget; (2) application to Texas Water Development Board for additional project funds.
26. Amend by-laws and appoint members to the Fort Bend County Health Facilities Development Corp.
27. Amend by-laws and appoint members to Fort Bend County Industrial Development Corp.
28. Consider renewing agreement with Fort Bend County Housing Finance Corp.
29. Consider amending contract with Derek Consulting Group.
30. Consider approving change order #23 from Pepper-Lawson Construction Co. for jail project.
31. Discuss and consider taking action on County Jail construction project.
32. Consider approving the following as recommended by Engineering Dept.:
 - (1) applications from Southwestern Bell Telephone to bury cable under/along Thompsons Oilfield Rd., Solomon Rd. and Fulshear Farms Rd., Pct. 1;
 - (2) releasing cashiers check #A0120013008 to Quest Construction Co. for completion of work on Frost Pass, Pct. 3;
 - (3) accepting streets in Greatwood Knoll, Sec. 5; Greatwood Glen, Sec. 3; and Greatwood Shores, Sec. 1 into the County maintenance system, and release bonds, Pct. 1;
 - (4) accepting the following instruments, Pct. 1: (1) deed without warranty from the Grand Parkway Assn. to Fort Bend County; (2) right-of-way easement from Joan Williams McLeod to Fort Bend County (Tract 1); (3) right-of-way easement from Joan Williams McLeod to Fort Bend County (Tract 2);
 - (5) pay application #1 in the amount of \$30,000 to A.I.M. Controls for installation of uninterruptible power supply in Jane Long Annex.
 - (6) accepting streets in Via Ranch into County maintenance system and release bond, Pct. 3.
 - (7) approving the temporary closing of Fry Road beginning at the Grand Parkway and extending westerly approx. 5,280 lf to its end, Pct. 3.
33. Authorize advertising for bids for trade books for the Library.
34. Consider taking action on the following ~~term contracts~~: (1) crew cab (#94-090); (2) haul truck (#94-091); (3) dust palliative (#94-092); (4) furniture for jail (#94-093); (5) semi-low bed trailer (#94-094).
35. Consider renewing the following term bids: (1) gasoline (#94-064); (2) diesel (#94-065).
36. Approve bills.
37. Meet in Closed Session to discuss the following: (1) Litigation (State of Texas vs. United States of America); (2) Personnel Matters (a. Sheriff's Dept.; b. Library; c. Pct. 2; d. department heads); as authorized by Texas Gov. Code, Sec. 551.071/074; and consider taking action in open session.
38. Consider approving resolution in support of racial and ethnic diversity in judicial selection.
39. Meet in Workshop Session to discuss the following: (1) centralized mailroom; (2) planning.
40. Adjournment.

In the event any of the foregoing items are not covered in the time allocated on the date of this agenda, the Court may order a continuance during the week until the discussion is completed on all items.

FILED FOR RECORD

TIME 3:35 ~~AM~~ PM

DEC - 8 1994

Dinae Wilson
County Clerk, Fort Bend Co., T

Roy L Cordes Jr
Roy L. Cordes, Jr., County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, December 8, 1994 by *N. Landry*.

NOTICE OF MEETING

FORT BEND PARKWAY ROAD DISTRICT

Notice is hereby given that the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend Parkway Road District ("District"), will hold a special meeting on Tuesday, December 13, 1994 at 11:00 a.m. in the Commissioners Courtroom on the 1st floor of the Jane Long Annex, 501 Jackson Street, Richmond, Texas 77469 for the following purposes:

1. Consider and approve payment of bills and invoices for Fort Bend Parkway Association ("Association") and the District.
2. Receive status report of Fort Bend Parkway Association and the District.
3. Adjournment.

FILED FOR RECORD

TIME 3:35 ~~AM~~ P.M.

DEC - 8 1994

Diana Wilson
County Clerk, Fort Bend Co., T.

Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge

Notice of meeting posted at Courthouse & Jane Long Annex, Richmond Texas on Thursday, December 8, 1994 by *N. Landry*.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

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ADA Coordinator, Risk/Management Insurance Dept., 7th Floor, Travis Building, P.O. Box 368, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

NOTICE OF MEETING
 FORT BEND COUNTY DRAINAGE DISTRICT
 BOARD OF DIRECTORS
 JANE LONG ANNEX, RICHMOND, TEXAS
 TUESDAY, DECEMBER 13, 1994
 10:45 O'CLOCK A.M.

AGENDA

1. Consider approving request from Coastal Plains Soil & Water Conservation District to provide financial support in the amount of \$3,500.
2. Consider approving letter agreement for technical consulting services on as-needed basis with Lawrence G. Dunbar.
3. Consider approving interlocal agreement with Pecan Grove Municipal Utility District.
4. Consider accepting monthly report.
5. Adjournment.

FILED FOR RECORD

TIME 3:35 ~~AM~~ PM

DEC - 8 1994

Dinae Wilson
 County Clerk, Fort Bend Co., T.

Roy L. Cordes, Jr.
 Roy L. Cordes, Jr., Chairman

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, December 8, 1994 by N. Audrey.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

ADA Coordinator, Risk/Management Insurance Dept., 7th Floor, Travis Building, P.O. Box 368, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

MINUTES

BE IT REMEMBERED, That on this 13TH DAY of DECEMBER, 1994, Commissioners Court of Fort Bend County, Texas, met at a scheduled meeting with the following present:

ROY L. CORDES, JR.	COUNTY JUDGE
R.L. "BUD" O'SHIELES	COMMISSIONER PRECINCT #1
GRADY PRESTAGE	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. Call to Order and Invocation by Commissioner O'Shieles.
2. Pledge of Allegiance.
3. APPROVE MINUTES OF MEETING OF DECEMBER 6, 1994:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of December 6, 1994.

4. ANNOUNCEMENTS:

Channel 13 sponsors "Share Your Christmas" Food Drive on December 16 at T.W. Davis YMCA, Richmond, from 6:00 a.m. to 6:00 p.m.

Commissioner Pressley will hold his annual road meeting tonight at 7:00 p.m., 1809 Eldridge Rd. for Precinct 3 residents.

In 1939 Fort Bend County commissioned a road study and Commissioner Pressley presented to Ron Drachenberg, Assistant County Engineer, the original bound book.

Commissioner Lutts presented a resolution from HGAC to County Judge, Roy L. Cordes, Jr. for his services to the council.

Commissioners Court will meet on December 20 at 9:00 a.m. not December 27.

5. APPROVE LINE ITEM TRANSFERS IN BUDGETS AND FUNDS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfers in budgets and funds for BUILDING MAINTENANCE, EMS, CONSTABLE PCT. 2, SHERIFF, COUNTY CLERK, DISTRICT ATTORNEY, PURCHASING, VEHICLE MAINTENANCE, COUNTY TREASURER, NON-DEPARTMENTAL, DISTRICT CLERK, ELECTION ADMINISTRATOR (FROM CONTINGENCY), JUSTICE OF THE PEACE PCT. 4 and FIRE MARSHAL as presented by Robert Grayless, County Auditor.

6. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL AND ENTER INTO RECORD THE TRAVEL REQUESTS FOR ELECTED OFFICIALS:

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Pressley voting no, it is ordered to approve out-of-town travel requests for LIBRARY, FIRE MARSHAL, EXTENSION SERVICE, COUNTY ENGINEER, ELECTIONS ADMINISTRATOR and enter into record the travel requests for ROAD & BRIDGE PCT. 3 and 328TH DISTRICT COURT.

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

89 00085

On this the 13 day of December, 1994, the Commissioners' Court, with the following members being present:

Roy L. Cordes, Jr.
R.L. O'Shieles
Grady Prestage
Alton Pressley
Bob Lutts

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4

AS PER ORIGINAL

REC
DEC 12 1994
COUNTY

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Building Maintenance Department #: 008

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Utilities</u>	<u>2000</u>	<u>5,000</u>
TOTAL TRANSFERRED TO:		\$ <u>5,000</u>

TRANSFER FROM:

<u>Fee/Service</u>	<u>4010</u>	<u>5,000</u>
TOTAL TRANSFERRED FROM:		\$ <u>5,000</u>

EXPLANATION: Short on funds

Department Head: George Beem Date: 12-12-94

THE COUNTY OF FORT BEND
BY: Roy Cordes, Jr.
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1994

5

AS PER ORIGINAL

On this the 13 day of December, 1994, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shields - Commissioner Precinct #1
- Grady Presslage - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lulls - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Fort Bend County Emergency Medical Service Department #: 034

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Temp/Part	0201	\$ 1,920.00
TOTAL TRANSFERRED TO:		\$ 1,920.00

TRANSFER FROM:

Salary	0200	\$ 1,920.00
TOTAL TRANSFERRED FROM:		\$ 1,920.00

EXPLANATION: To provide the funds necessary for the "extra help" personnel utilized by the department.

Department Head: *David Koden* Date: 12/7/94

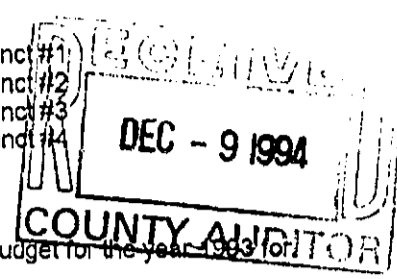
THE COUNTY OF FORT BEND
BY: *R. Cordes*
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1993⁴

On this the 13 day of December, 199⁴, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Allon Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4



AS PER ORIGINAL

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1992, the Court heard and approved the budget for the year 1993 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: CONSTABLE 2 Department #: 24

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
PART TIME	0201	3,980.00
TOTAL TRANSFERRED TO:		\$ 3,980.00

TRANSFER FROM:

SALARIES	0200	3,980.00
TOTAL TRANSFERRED FROM:		\$ 3,980.00

EXPLANATION: THIS DEPARTMENT HAS A NEW CONTRACT DEPUTY PROGRAM WHICH IS PART TIME.

QUAIL RUN CONTRACT APPROVED BY COMMISSIONERS 12/6/94. THERE IS A SURPLUS IN 0200

WHEN THE 94 BUDGET WAS APPROVED WE HAD CONTRACTS IN BRIAR-VILLA AND RIDGEMONT WHICH

WERE CANCELLED BEFORE THE END OF THE YEAR BUT THE MONEY HAD ALREADY BEEN PLACED IN 94

Department Head: [Signature] Date: 12-9-94

BUDGET. THIS TRANSFER WILL ALSO TAKE CARE OF THE 1st PAYROLL FOR 1995.

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: [Signature]
Roy L. Cordes, Jr., County Judge

AS PER ORIGINAL

5

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1993~~3~~4

On this the 13 day of December, 199~~3~~4, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1992, the Court heard and approved the budget for the year 1993 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: CONSTABLE 2 Department #: 24

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
OFFICE SUPPLIES	1062	68.00
TOTAL TRANSFERRED TO: \$		68.00

TRANSFER FROM:

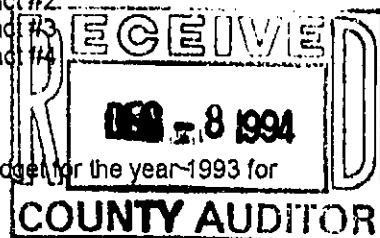
TRAINING	0701	68.00
TOTAL TRANSFERRED FROM: \$		68.00

EXPLANATION: OFFICE SUPPLIES FOR BALANCE OF YEAR. THIS AMOUNT (68.00) WAS NOT USED FOR TRAINING THIS YEAR.

Department Head: [Signature] Date: 12/6/94

THE COUNTY OF FORT BEND
BY: [Signature]
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY



IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

On this the 13th day of December, 1994, the Commissioners' Court, with the following members being present:

Roy L. Cordes, Jr.	-	County Judge
R.L. O'Shleles	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

RECEIVED
DEC 13 1994
COUNTY AUDITOR
51

89 0012

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Fort Bend County Sheriff's Department Department #: 027

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Repairs to Equipment</u>	<u>1020</u>	<u>300.00</u>
<u>Photo Supplies</u>	<u>3010</u>	<u>668.00</u>
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO: \$		<u>968.00</u>

TRANSFER FROM:

<u>Education</u>	<u>4014</u>	<u>300.00</u>
<u>Clothing/Bedding</u>	<u>2040</u>	<u>668.00</u>
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM: \$		<u>968.00</u>

EXPLANATION: These funds are necessary to provide for repair funds for the balance of December, 1994.

Department Head: [Signature] Date: 12 Dec 94

THE COUNTY OF FORT BEND
BY: [Signature]
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

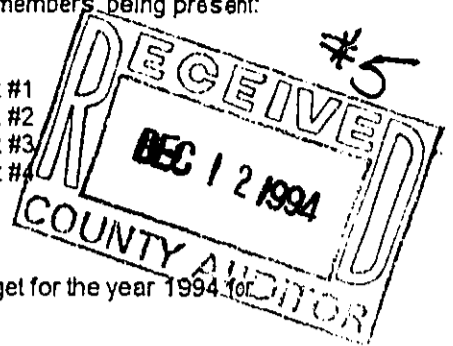
AS PER ORIGINAL

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

89 0013

On this the 13th day of December, 1994, the Commissioners' Court, with the following members being present:

Roy L. Cordes, Jr.	-	County Judge
R.L. O'Sheles	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4



The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Sheriff's Department Department #: 027

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Groceries	2030	12,200.00
Utilities	2000	5,800.00
TOTAL TRANSFERRED TO:		\$ 18,000.00

TRANSFER FROM:

Salary & Labor	0200	18,000.00
TOTAL TRANSFERRED FROM:		\$ 18,000.00

EXPLANATION: These funds are necessary to pay utility and inmate food cost for the balance of December, 1994.

Department Head: *George Medina*

Date: 9 Dec '94

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: *R. Cordes*
Roy L. Cordes, Jr., County Judge

AS PER ORIGINAL

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

89 0014

#5

On this the 13 day of December 1994, the Commissioners' Court, with the following members being present:

Roy L. Cordes, Jr.	-	County Judge
R.L. O'Sheles	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: County Clerk Department #: 002

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Salaries	010-002-0020-1000-0200	5545.00
TOTAL TRANSFERRED TO: \$		5545.00

TRANSFER FROM:

Temp/Part-time	010-002-0020-1000-0201	362.00
Longevity	010-002-0020-1000-0250	600.00
Social Security	010-002-0020-1000-0300	800.00
Records Management	144-001-0011-1000-2020	3783.00
TOTAL TRANSFERRED FROM: \$		5545.00

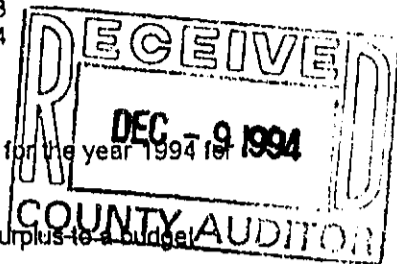
EXPLANATION: Per Commissioners Court approval
3-29-94 to bring two employees in early
(march & june)

Department Head: Dianne Wilson Date: 12/9/94
Dianne Wilson, County Clerk

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge





82 0033
89 0015
5

FORT BEND COUNTY CLERK

301 Jackson St., P.O. Box 520, Richmond, TX 77406-0520
(713) 341-8685 • Fax (713) 341-8669

DIANNE WILSON
COUNTY CLERK

TO: COMMISSIONERS COURT
FROM: DIANNE WILSON *D. Wilson*
DATE: MARCH 21, 1994
RE: March 28 agenda: COURT PERSONNEL

At the time the 1994 budget was submitted and approved, it was determined that adding four additional court personnel to my staff due to the creation of CCL #3 could be delayed until September 24, 1994. However, additional filings in Probate and Civil has caused a 5-10 day delay in processing the current workload. Also, preparation for CCL#3 and optical imaging is requiring more time than we had originally anticipated.

After discussing the issue with the CCL judges, they recommended that I seek approval to move the hiring date forward. Therefore I request authorization to hire two of the four approved court personnel as follows:

# of staff	grade/step	hire date	salary	pay period	\$ total
1	8/1	April 2	\$673	13	\$ 10,350
1	8/1	June 4	\$673	8	\$ 6,500

The above dollar amount includes salary and benefits. Funding would be from the Record Retention Fund until September 24 at which time funds are available in my 1994 salary and benefit line items for four court personnel.

Kirk Kirkpatrick recommends and Robert Grayless concurs, if approved, that the \$ 16,850 be drawn from my regular 1994 salary and benefit budget. Upon depletion of all salary/benefit funds, a line item transfer/budget amendment from Record Retention to 0200 would be submitted for court approval.

I hereby request your approval of the early hiring of two court staff as indicated. Thank you for your consideration.

cc: Human Resources
Judge Walter McMeans
Judge Larry Wagenbach
Shirley Davis



County Court At Law No. 2

FORT BEND COUNTY
WILLIAM B. TRAVIS BUILDING
RICHMOND, TEXAS 77469

82 0034
89 0016

#11

WALTER S. McMEANS
JUDGE

March 22, 1994

AREA CODE 713
342-3411


Honorable Roy Cordes
And County Commissioners
Fort Bend County, Texas

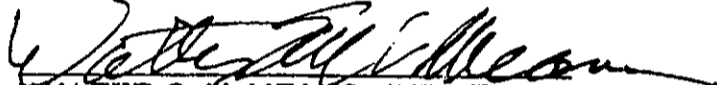
Gentlemen:

It is our understanding that Dianne Wilson, County Clerk, will go before Commissioners Court on March 28, 1994 to request the hiring of additional personnel for the newly created County Court at Law No. 3 which will be effective January 1, 1995.

We are in agreement with Ms. Wilson that the hiring of additional court personnel is needed due to the heavy work load in all jurisdictions of these courts.

We too feel that the sooner these new employees are hired and are trained the more smoothly the transition will be accomplished for all courts concerned.


LARRY WAGENBACH, JUDGE
County Court at Law No. 1


WALTER S. McMEANS, JUDGE
County Court at Law No. 2

cc: ✓ Dianne Wilson, County Clerk
R. L. "Bud" O'Shieles, Commissioner, Precinct No. 1
Grady Prestage, Commissioner, Precinct No. 2
Alton B. Pressley, Commissioner, Precinct No. 3
Bob Lutts, Commissioner, Precinct No. 4

MINUTES

BE IT REMEMBERED, That on this 29TH DAY of MARCH, 1994, Commissioners Court of Fort Bend County, Texas, met at a scheduled meeting with the following present:

ROY L. CORDES, JR.	COUNTY JUDGE
R.L. "BUD" O'SHIELES	COMMISSIONER PRECINCT #1
GRADY PRESTAGE	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. Call to Order and Invocation by Commissioner O'Shieles.
2. Pledge of Allegiance.
3. APPROVE MINUTES OF MEETINGS OF MARCH 22, 1994:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of March 22, 1994.

4. ANNOUNCEMENTS:

Friday, April 1 is a County Holiday - Good Friday.

Marilynn Kindell, Community Development Director announced that March 28 through April 3 is National Community Development Week and listed accomplishments in the county due to these funds.

Commissioner Lutts announced the HGAC 1994-95 Board of Directors:

Judge J. Lee Dittert, Jr., Austin County - President
Councilwoman Sandra Pickett - Vice-President
Commissioner Bob Lutts, Fort Bend County - Secretary/Treasurer

5. APPROVE LINE ITEM TRANSFERS IN BUDGETS AND FUNDS:

None.

6. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL AND ENTER INTO RECORD THE TRAVEL REQUESTS FOR ELECTED OFFICIALS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to approve out-of-town travel requests for JUVENILE DETENTION, COMMUNITY DEVELOPMENT, LIBRARY and HEALTH DEPARTMENT, and enter into record the travel requests for SHERIFF, CONSTABLE PCT. 2, COUNTY ATTORNEY, ROAD & BRIDGE PCT. 1, ROAD & BRIDGE PCT. 3 and COUNTY COURT AT LAW #1. (Recorded in minutes in full)

7. APPROVE AGREEMENTS/CONTRACTS FOR COUNTY EQUIPMENT OR SERVICES:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve license agreement with Oracle Corporation for M.I.S. (Recorded in minutes in full)

8. CONSIDER REQUEST(S) FOR WAIVER OF TAX PENALTY AND INTEREST:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to deny waiver of penalty and interest for Ling G. Meng. (Recorded in minutes in full)

9. DISCUSS AND CONSIDER POLICY FOR THE USAGE OF TRAVIS ANNEX CENTRAL JURY ROOM:

Postponed.

10. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: CONSIDER ADVERTISING FOR BIDS AND APPROVING SPECIFICATIONS FOR GEORGE MEMORIAL LIBRARY 2ND FLOOR PROJECT:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids and approve specifications for George Memorial Library 2nd floor project as requested by Roman Bohachevsky, County Librarian.

11. CONSIDER AUTHORIZING EARLY HIRING OF TWO APPROVED COURT PERSONNEL FOR COUNTY CLERK'S OFFICE:

Moved by Commissioner Pressley, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to authorize early hiring of two approved court personnel for County Clerk's office as presented by Dianne Wilson, County Clerk. (Recorded in minutes in full)

12. CONSIDER APPROVING AGREEMENT WITH DR. STANLEY THOMPSON FOR MEDICAL CARE SERVICES FOR INMATES AT COUNTY JAIL:

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve agreement with Dr. Stanley Thompson in the amount of \$1,400 for medical services for inmates at County Jail effective April 1, 1994 through April 1, 1995 per month as presented by Holman Gregory, Sheriff's Department. (Recorded in minutes in full)

13. CONSIDER APPROVING RESERVE DEPUTY VICKIE WORSHAM FOR SHERIFF'S DEPT.:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve reserve deputy Vicki Worsham for Sheriff's Department as presented by Holman Gregory, Sheriff's Department.

14. CONSIDER ACCEPTING GIFT OF LAW BOOKS FROM ATTORNEY NINA SCHAEFFER FOR COUNTY JAIL LIBRARY:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept gift of law books from Attorney Nina Schaeffer for County Jail library as presented by Holman Gregory, Sheriff's Department.

15. CONSIDER APPROVING AGREEMENT WITH GREATWOOD FOR CONTRACT DEPUTY:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, to approve agreement with Greatwood for contract deputy at \$66,402 (annual), effective April 1, 1994 through March 31, 1995 as presented by Alan Mutchler, Sheriff's Department.

MOTION WITHDRAWN.

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

89 0019

On this the 13 day of December, 1994, the Commissioners' Court, with the following members being present:

Roy L. Cordes, Jr.	-	County Judge
R.L. O'Shiales	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lukis	-	Commissioner Precinct #4

#5

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 23, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: District Attorney Department #: 012

TRANSFER TO: Ref: Fund 010

LINE ITEM NAME	NUMBER	AMOUNT
<u>Property & Equipment</u>	<u>1010</u>	<u>\$900.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO:		<u>\$900.00</u>

TRANSFER FROM:

<u>Education (ammunition for Peace Officer Firearms Qualifications)</u>	<u>4014</u>	<u>\$900.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM:		<u>\$900.00</u>

EXPLANATION: To purchase necessary equipment for approved juvenile
prosecutor position

Department Head: John Healey Date: 12-7-94

THE COUNTY OF FORT BEND
BY: Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY
RECEIVED
DEC - 8 1994
COUNTY AUDITOR

89 0020

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1994

On this the 13TH day of DECEMBER, 1994, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shields - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

#5

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County, and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: PURCHASING Department #: 053

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
TEMPORARY/PARTTIME	0201	\$ 525.00
OFFICE SUPPLIES	1062	\$1173.00
TOTAL TRANSFERRED TO: \$		1698.00

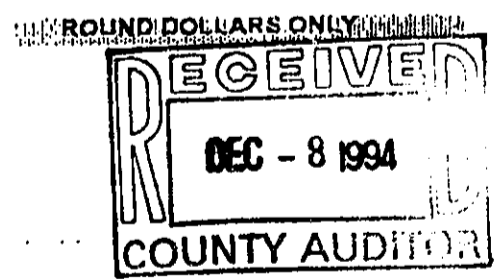
TRANSFER FROM:

CONFERENCES	0701	\$ 394.00
RENTAL	3020	\$ 27.00
FEES & SERVICES	4010	\$1277.00
TOTAL TRANSFERRED FROM: \$		1698.00

EXPLANATION: POSTAGE FOR MAILOUTS AND EXTENDED PART-TIME HOURS DURING YEAR END CLOSING

Department Head: *[Signature]* Date: 12-8-94

THE COUNTY OF FORT BEND
BY: *[Signature]*
Roy L. Cordes, Jr., County Judge



IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1994

#5

On this the 13 day of December, 1994, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Alton Prasley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Vehicle Maintenance Department #: _____

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>010-028-0280-7019</u>	<u>Repairs to Mtr. Equip</u>	<u>2,300 -</u>
TOTAL TRANSFERRED TO: \$		<u>2,300 -</u>

TRANSFER FROM:

<u>010-047-0470-4040</u>	<u>Contingency</u>	<u>2,300 -</u>
TOTAL TRANSFERRED FROM: \$		<u>2,300 -</u>

EXPLANATION: New Emission testing for 100- Vehicles.

Department Head: [Signature] Date: 12-12-94

THE COUNTY OF FORT BEND
BY: [Signature]
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

#9

On this the 13 day of December, 1994, the Commissioners' Court, with the following members being present:

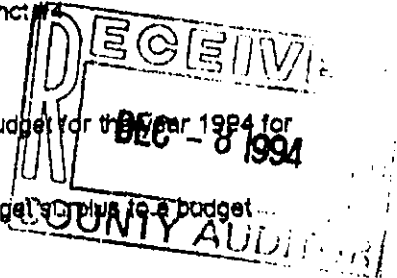
- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shies - Commissioner Precinct #1
- Grady Prestige - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:



Department Name: Vehicle Maintenance Department #: 028

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Repairs</u>	<u>010-028-0280-1020</u>	<u>565.59</u>
<u>Utilities</u>	<u>010-028-0280-2000</u>	<u>729.87</u>
<u>Gasoline</u>	<u>010-028-0280-7005</u>	<u>400.00</u>
TOTAL TRANSFERRED TO:		<u>\$ 1695.09</u>

TRANSFER FROM:

<u>Summons</u>	<u>010-028-0280-0701</u>	<u>765.22</u>
<u>Rentals</u>	<u>010-028-0280-2000</u>	<u>729.87</u>
<u>Repairs</u>	<u>010-028-0280-7019</u>	<u>200.00</u>
TOTAL TRANSFERRED FROM:		<u>\$ 1695.09</u>

EXPLANATION: To cover end of the year billings.

Department Head: [Signature] Date: 12-7-94

THE COUNTY OF FORT BEND
BY: [Signature]
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

#5

On this the 13 day of December, 1994, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: County Treasurer Department #: 006

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Office Supplies</u>	<u>010 006 0060 1062</u>	<u>\$ 500.00</u>
<u>Office Supplies</u>	<u>010 006 0060 1062</u>	<u>500.00</u>
TOTAL TRANSFERRED TO:		<u>\$ 1,000.00</u>

TRANSFER FROM:

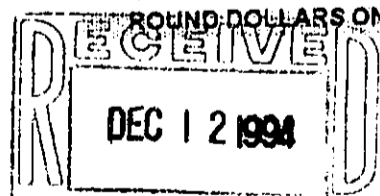
<u>Fees & Services</u>	<u>010 006 0060 4010</u>	<u>500.00</u>
<u>Salaries</u>	<u>010 006 0060 0200</u>	<u>500.00</u>
TOTAL TRANSFERRED FROM:		<u>\$ 1,000.00</u>

EXPLANATION: Our postage expense has been much more than expected in 1994 and since
the the position of First Assistant Treasurer was vacant for three
months I request that some of that surplus be transferred to our

Department Head: office supplies line item for postage for the remainder of the year, Date: 12/12/94

THE COUNTY OF FORT BEND

BY: Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge



IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR ~~1995~~ 1994

#5

On this the 13 day of December, 1994, the Commissioners' Court, with the following members being present:

- Mike D. Rozell - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 13, 1994, the Court heard and approved the budget for the year 1995 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Non-Departmental Department #: 045

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Fees & Services</u>	<u>4010</u>	<u>\$ 20,000.00</u>
TOTAL TRANSFERRED TO:		<u>\$ 20,000.00</u>

TRANSFER FROM:

<u>Contingency</u>	<u>4040</u>	<u>20,000.00</u>
TOTAL TRANSFERRED FROM:		<u>\$ 20,000.00</u>

EXPLANATION: _____

Department Head: _____

Date: 12-13-94

THE COUNTY OF FORT BEND

BY: _____

Mike D. Rozell, County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1994.

#5

On this the 13 day of DECEMBER, 1994, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shields - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, heretofore, on September 20, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: DISTRICT CLERK Department #: 004

AS PER ORIGINAL

TRANSFER TO:

LINE ITEM NAME	NUMBER	AMOUNT
PROPERTY & EQUIPMENT	1010	\$4,975
TOTAL TRANSFERRED TO:		\$ 4,975

TRANSFER FROM:

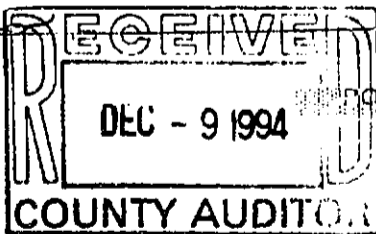
OFFICE SUPPLIES	1062	\$4,975
TOTAL TRANSFERRED FROM:		\$ 4,975

EXPLANATION: TO BE USED FOR COPIER

Department Head: *J. Hopkins* Date: 12-6-94

THE COUNTY OF FORT BEND

BY: *R. Cordes*
Roy L. Cordes, Jr., County Judge



FOUNDED DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1994

#5

On this the 13 day of December, 1994, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestlage - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lulls - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Elections Administration Department #: 69

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Election Expense	#010-069-0690-1000-3030	\$17,500.00
(Nov. 8, 1994 Gen Elect)		
TOTAL TRANSFERRED TO:		\$ 17,500.00

TRANSFER FROM:

Contingency	# 4040	\$ 17,500.00
TOTAL TRANSFERRED FROM:		\$ 17,500.00

EXPLANATION: Transfer is necessary to cover expenses of November 8, 1994
General Election.

Department Head: Dianne McWethy Elections Administrator Date: 12-08-94
Dianne McWethy

THE COUNTY OF FORT BEND

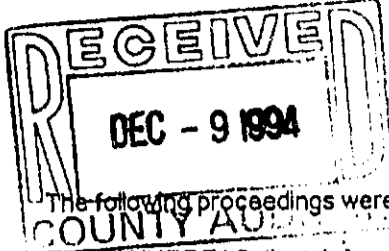
BY: R. Cordes
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

89 0027

On this the 13 day of Dec., 1994, the Commissioners' Court, with the following members being present:



- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shleles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Allon Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

AS PER ORIGINAL

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Justice Court Pct. Four Department #: 0220

TRANSFER TO:

LINE/ITEM NAME	NUMBER	AMOUNT
<u>Property Equipment</u>	<u>010-022-0220-1200-1010</u>	<u>\$1100.00</u>
TOTAL TRANSFERRED TO:		<u>\$1,100.00</u>

TRANSFER FROM:

<u>Office Supplies</u>	<u>010-022-0220-1200-1062</u>	<u>\$1,100.00</u>
TOTAL TRANSFERRED FROM:		<u>\$ 1,100.00</u>

EXPLANATION: for two additional sec. chairs and rapidprint machine

Department Head: [Signature] Date: 12-9-94

THE COUNTY OF FORT BEND
BY: [Signature]
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

On this the 13 day of December, 1994, the Commissioners' Court, with the following members being present

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

H 5

(13)

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: FIRE MARSHAL Department #: 040

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
RENTALS	3020	100.00
TOTAL TRANSFERRED TO:		\$ 100.00

TRANSFER FROM:

MATERIALS & SUPPLIES	3000	100.00
TOTAL TRANSFERRED FROM:		\$ 100.00

EXPLANATION: NEEDED FOR MODIFICATION OF BLANKET PURCHASE ORDER PC 04000000258
TO GTE MOBILNET TO COVER DECEMBER 1994.

Department Head: V.T. Goyen Date: 12/08/94

THE COUNTY OF FORT BEND
BY: Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

FORT BEND COUNTY TRAVEL AUTHORIZATION

DEC 7 1994 COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Molly Krukewitt

Jane Powell

DATE OF DEPARTURE: March 23, 1995

DATE OF RETURN: March 26, 1995

DESTINATION: Chicago, Il

PURPOSE OF TRIP: To attend Public Library Association "Chicago Cluster Workshop Series"

MODE OF TRANSPORTATION: air

FUNDING SOURCE: #0701 Conferences

DEPARTMENT HEAD APPROVAL: Roman S. Bohachevsky, Library Name & Department

DATE: 12/5/95

R.S. Bohachevsky Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date 12/13/94

(Emergency Approval: Date)

FORT BEND COUNTY
TRAVEL AUTHORIZATION

16

TO: COMMISSIONERS COURT

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

GARY A TILTON

DATE OF DEPARTURE: JUNE 9, 1995

DATE OF RETURN: JUNE 14, 1995

DESTINATION: ABILENE, TX

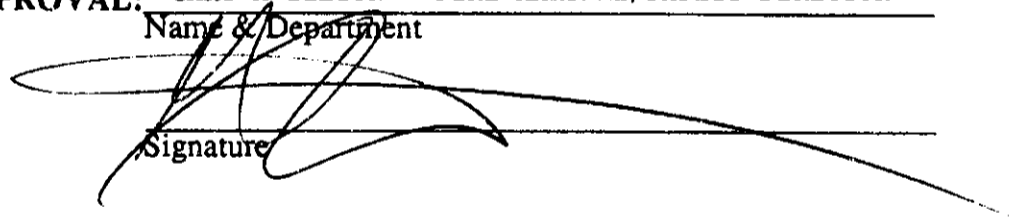
PURPOSE OF TRIP: TO ATTEND 1995 CONVENTION FOR STATE FIREMEN'S AND FIRE MARSHALS' ASSOCIATION OF TEXAS

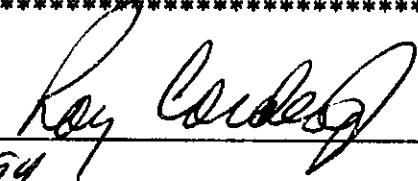
MODE OF TRANSPORTATION: COUNTY VEHICLE

FUNDING SOURCE: 010 040 0400 0701

DEPARTMENT HEAD APPROVAL: GARY A TILTON FIRE MARSHAL/SAFETY DIRECTOR
Name & Department

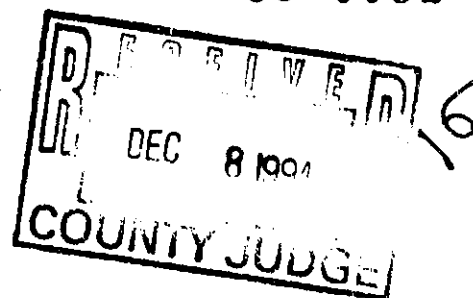
DATE: 9/27/94


Signature

APPROVED COMMISSIONERS COURT: Presiding Official 
Date 12/13/94

(Emergency Approval: _____ Date _____)

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:

Natalie D. Stevens

DATE OF DEPARTURE: January 6, 1995

DATE OF RETURN: January 8, 1995

DESTINATION: Texas 4-H Center at Brownwood, Texas


PURPOSE OF TRIP: Help teens learn to deal with stress, cope with peer pressure, use efficient communication skills and build a positive self image at the Statewide event "Teen Retreat"

MODE OF TRANSPORTATION: rental van

FUNDING SOURCE: 010-032-0320-1500-0701

DEPARTMENT HEAD APPROVAL: P. Johnnie Cooper, County Extension Agent -
Name & Department Agriculture - Fort Bend County
Extension Service

DATE: 12/6/94



Signature

APPROVED COMMISSIONERS COURT: Presiding Official, 

Date 12/13/94

(Emergency Approval: _____ Date _____)

FORT BEND COUNTY
TRAVEL AUTHORIZATION

89 0032
REGISTRATION
DEC 8 1994
COUNTY JUDGE

#6
/

TO: COMMISSIONERS COURT

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

RONALD DRACHENBERG

DATE OF DEPARTURE: 1/25/95

DATE OF RETURN: 1/27/95

DESTINATION: AUSTIN, TEXAS

PURPOSE OF TRIP: MUNICIPAL SOLID WASTE MANAGEMENT CONFERENCE

MODE OF TRANSPORTATION: VEHICLE

FUNDING SOURCE: 010-043-0430-0701
⁴²⁰⁰

DEPARTMENT HEAD APPROVAL: D. JESSE HEGEMIER - COUNTY ENGINEER
Name & Department

DATE: 12/8/94

D. Jesse Hegemier
Signature

APPROVED COMMISSIONERS COURT: Presiding Official *R. L. ...*
Date 12/13/94

(Emergency Approval: _____ Date _____)

FORT BEND COUNTY
TRAVEL AUTHORIZATION

16

TO: COMMISSIONERS COURT

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

Dianne McWethy

DATE OF DEPARTURE: December 14, 1994

DATE OF RETURN: December 15, 1994

DESTINATION: Brownsville, Texas

PURPOSE OF TRIP: Texas Association of Elections Administrators - Special Meeting
as approved by Secretary of State

MODE OF TRANSPORTATION: Air

FUNDING SOURCE: Chapter 19 funds - Secretary of State

DEPARTMENT HEAD APPROVAL: Dianne McWethy, Elections Administration
Name & Department

DATE: December 12, 1994

Dianne McWethy
Signature

APPROVED COMMISSIONERS COURT: Presiding Official R. L. ...

Date 12/13/94

(Emergency Approval: _____ Date _____)

FORT BEND COUNTY TRAVEL AUTHORIZATION

DEC 8 1994 COUNTY JUDGE

16

TO: COMMISSIONERS COURT

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

Bobby Hughes	X
X	X
X	X

DATE OF DEPARTURE: 02/20/95

DATE OF RETURN: 02/24/95

Austin, Texas

DESTINATION:

PURPOSE OF TRIP: 34th Annual Emergency Management Conference

MODE OF TRANSPORTATION: County vehicle

FUNDING SOURCE: 103-049-0490-0701

DEPARTMENT HEAD APPROVAL: Alton B. Pressley-Commissioner Pct. 3

Name & Department

DATE: 12/6/94

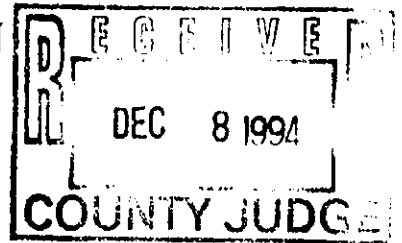
Signature: Alton B. Pressley

APPROVED COMMISSIONERS COURT: Presiding Official

Date: 12/13/94

(Emergency Approval: Date)

FORT BEND COUNTY
TRAVEL AUTHORIZATION



16

TO: COMMISSIONERS COURT

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

Thomas O. Stansbury

DATE OF DEPARTURE: 1/25/95

DATE OF RETURN: 1/28/95

DESTINATION: New Orleans, LA

PURPOSE OF TRIP: to attend the 9th Annual Trial Institute, Texas Academy
of Family Law Specialists

MODE OF TRANSPORTATION: airline

FUNDING SOURCE: _____

DEPARTMENT HEAD APPROVAL: T. O. Stansbury 328th Dist. Ct.
Name & Department

DATE: 12/7/94 [Signature]
Signature

APPROVED COMMISSIONERS COURT: Presiding Official [Signature]
Date 12/13/94

(Emergency Approval: _____ Date _____)

7. APPROVE AGREEMENTS/CONTRACTS FOR COUNTY EQUIPMENT OR SERVICES:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve service agreement with IBM for MIS in the amount of \$1,989.60 per month.

8. CONSIDER APPROVING BONDS & OATHS FOR VARIOUS ELECTED OFFICIALS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to approve bonds & oaths for Glory Hopkins, District Clerk and Walter S. McMeans, CCL #2 Judge.

9. CONSIDER SETTING COMMISSIONERS COURT TERM (MEETING SCHEDULE) FOR 1995:

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to set Commissioners Court meetings every Tuesday except the third Tuesday at 9:00 a.m. for 1995.

10. CONSIDER ADOPTING 1995 HOLIDAY SCHEDULE:

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Pressley voting no, it is ordered to adopt 1995 holiday schedule as presented by County Judge.

11. CONSIDER APPROVING APPOINTMENTS TO LIBRARY BOARD:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Robert E. Crosser, Richmond, to Library Board for 3 year term.

12. CONSIDER APPROVING RENEWAL OF LAW LIBRARY ADMINISTRATION AGREEMENT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to approve renewal of Law Library as presented by Roman Bohachevsky, County Librarian. Funds from Law Library account.

13. CONSIDER APPROVING AGREEMENT WITH GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL FOR 1995:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to renew agreement with Greater Fort Bend Economic Development Council for 1995 as presented by Herb Appel, President, Greater Fort Bend Economic Development Council.

14. RECEIVE PRESENTATION FROM UNIVERSITY OF TEXAS MEDICAL BRANCH, GALVESTON REGARDING INDIGENT HEALTH CARE, AND CONSIDER TAKING ACTION:

Kent Norman, Gus Oppermann, Carolyn Becker and Carol Verhiden, representing University of Texas Medical Branch-Galveston, presented a slide presentation of the cost of medical care to indigent county residents.

J.R. Hardin, Indigent Health Care Director, discussed current cost of medical care.

Commissioner Prestage will work with University of Texas Medical Branch and the county staff and bring a recommendation to the court.



BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

County Attorney

FORT BEND COUNTY, TEXAS

AREA CODE 713
341-4555
FAX (713) 341-4557

December 8, 1994

DEC 8 1994
COUNTY JUDGE

*12/8/94/mo
AIX Support Unit*

The Honorable Roy L. Cordes, Jr.
County Judge
Fort Bend County, Texas

RE: **IBM Corporation Agreement**

Dear Judge Cordes:

Enclosed please find the original Addendum and Service Agreement with International Business Machines (IBM) to be placed on the December 13, 1994 Commissioners' Court Agenda for approval.

Very truly yours,

Diana Jetter

Diana Jetter
Legal Assistant

DJ:la/ibm2.agr/2249-2
Enclosure

cc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
Mary Shemanski, MIS Director

ORDER AUTHORIZING EXECUTION OF
ADDENDUM AND AGREEMENT BETWEEN FORT BEND
COUNTY AND INTERNATIONAL BUSINESS MACHINES
CORPORATION (IBM)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 13 day of December, 1994, the
Commissioners' Court of Fort Bend County, Texas, upon motion of
Commissioner Pressley, seconded by Commissioner
Jutts, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes, Jr. be, and he
is hereby, authorized to execute Addendum and Agreement between
Fort Bend County and International Business Machines Corporation
(IBM) for AIX Support Line (Premium), machine type/model 1-7015 and
1-7013, said Agreement being incorporated herein by reference for
all purposes as though fully set forth herein word for word.

DJ:la/ibm2.agr(ord)/2249-2(112394)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ADDENDUM TO SERVICE AGREEMENT

THIS ADDENDUM, entered into by and between FORT BEND COUNTY, a body corporate and politic, acting herein by and through its Commissioners' Court ("County"), and International Business Machines Corporation ("IBM"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH:

THAT WHEREAS, the parties have executed that certain Service Agreement for services from even date herewith, a copy of which is attached for all purposes; and,

WHEREAS, the parties desire to amend, add to or delete certain terms thereof;

NOW THEREFORE, the parties agree that the following terms shall apply in addition or in lieu of the terms of the Agreement.

I.
Term

1.01 The term of this Agreement shall be for one year from the date hereof. The Agreement shall not automatically renew; any renewal is subject to the written agreement of the parties.

II.
Miscellaneous

2.01 This Agreement shall be construed and in accord with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

2.02 IBM shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments and any other entities with local jurisdiction.

2.03 IBM represents that it is certified or licensed by the State of Texas and/or the appropriate certifying or licensing organization.

2.04 The parties expressly agree that in the event of a conflict between the terms and provisions of the Agreement, the terms and provisions of this Addendum shall control.

2.05 Any and all notices or communications required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To County: The Honorable Roy L. Cordes, Jr.
 County Judge
 Fort Bend County
 P. O. Box 368
 Richmond, Texas 77469
 (713) 341-8608
 Fax: (713) 341-8609

With copy to: Management Information Systems
 Attn: Mary Shemanski, Acting Director
 500 Liberty St.
 Suite 212
 Richmond, Texas 77406
 (713) 341-4570
 Fax: (713) 341-4526

To IBM: International Business Machines
 Corporation
 Two Riverway
 Houston, Texas 77056

IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.

AS PER ORIGINAL

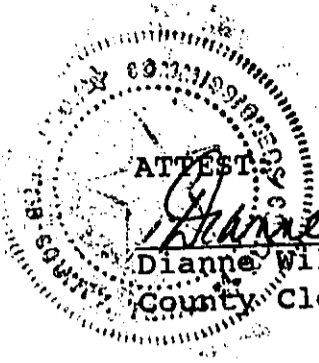
Fort Bend County, Texas

By:

Roy L. Cordes, Jr.
County Judge

Date:

12/13/94



ATTEST:

Dianne Wilson
County Clerk

International Business Machines Corporation (IBM)

By:

Title:

Date:

George W. Puck
SENIOR MARKETING SPECIALIST
12-6-94

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of 2380000 to pay the obligation of Fort Bend County under and within the foregoing contract.

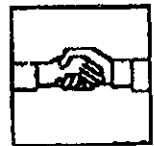
Robert Grayless
County Auditor

DJ:la/ibm2.egr/2249-2(112394)

Name of printer

Name of printer

IBM Customer Agreement Signature Page for Attachments



AS PER ORIGINAL

The following Attachments to the IBM Customer Agreement contain additional terms. Copies of the Attachments which you select (by marking the appropriate space below) are included with this page.

Products

- ES/Express Preload (Z125-4145-02)
- IBM Entry End User/370 License (Z125-4379-02)
- Licensed Program Support (Z125-3920-05)
- Trial or Loan of Products (Z125-4135-05)
- Rental of IBM Machines (Z125-8301-01)
- Trade-Ins (Z125-4134-02)

Support Family Services

- IBM Support Family Services (Z125-5160-05)
 - AS/400 (Z125-5161-05)
 - AIX (Z125-5162-03)
 - Networking (Z125-5163-01)
 - Personal Systems (Z125-5164-00)
 - System/390 (Z125-5165-02)

Continuing Support Services

- Business Recovery Services (Z125-8306-04)
- End User Support Services (Z125-4301-02)
- Problem Management Productivity Services (Z125-4304-02)

On-line and Other Services

- FASTService Services (Z125-8287-02)
- IBMLink Services (Z125-4555-04)
- Multiple Vendor Services (Z125-4150-03)
- K-12 Personal Computer Installation Services (Z125-5003-00)
- Technical Telephone Services (K-12 Customers) (Z125-4896-00)

Options

- Central Facility Maintenance Service Option (Z125-3333-05)
- CSO and MRSO Options (Z125-3927-07)
- Estimated Billing Option (Z125-4118-04)
- Volume Maintenance Option (Z125-3777-02)

Miscellaneous

- Special Projects (Z125-4635-00)
- Educational Allowance (Z125-3083-05)
- IDNX* Licensed Internal Code (Z125-4041-01)
- State & Local Government (Z125-4205-02)
- Attachment for Tempest Machines (Z125-9081-01)

* IDNX is a registered trademark of Network Equipment Technologies, Inc.

By signing below for our respective Enterprises, each of us agrees to the terms of the IBM Customer Agreement and the included Attachments. Once signed, any reproduction of this page or an Attachment made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to: (Enterprise name)

Ft Bend County

Agreed to:

International Business Machines Corporation

By _____

Authorized signature

By _____

Authorized signature

Name (type or print):

Date:

Enterprise number: 3454127

Enterprise address:

Ft Bend County
500 Liberty
Richmond, TX 77469

Name (type or print):

Date:

IBM Customer Agreement number: 205910

IBM Office address:

Two Riverway
Houston, TX 77056

~After signing, please return a copy of this page to the local "IBM Office address" shown above.

AS PER ORIGINAL

IBM Customer Agreement Supplement for IBM Support Family Services

The terms of the IBM Customer Agreement (or any equivalent agreement signed by both of us) and the applicable Attachments apply to this transaction.

Name and address of Customer:
Ft Bend County
500 Liberty
Richmond, TX 77469

IBM Customer Agreement number: 205910

Contract number:

Supplement number: 00014902

Enterprise number: 3454127

Customer number: 3454232

IBM Office address:
Two Riverway
Houston, TX 77056

IBM Business Partner number:

IBM Marketing Office number: LB7

Address of Specified Location:
Ft Bend County
500 Liberty
Richmond, TX 77469

Supplement Effective Date: 11/21/94

Revised Supplement (YES or NO): NO

Renewal Supplement (YES or NO): NO

Customer Technical Contact name:

Contract Period

Customer Technical Contact phone number:

Start Date: 12/01/94

End Date: 11/30/95

Service	Option	Machine Type/Model	Serial Number	Charge
AIX Support Line		1-7015		\$1,980.69/mo
(Premium)		1-7013		

* If this is a Revised Supplement, the Contract Period End Date is the same as stated in the initial Supplement.

Agreed to: (Enterprise Name)
Ft Bend County

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

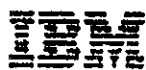
Name (type or print):

Date:

Date:

*This Supplement need not be signed, unless you request it.
After signing, please return a copy of this Supplement to the "IBM Office address" shown above.*

89 0044

**Customer Agreement**

AS PER ORIGINAL

Attachment for IBM Support Family Services

These terms are in addition to those of the IBM Customer Agreement, and specifically supplement its Continuing Support Services terms unless specified otherwise. You accept these terms by signing the Signature Page for Attachments or using, or making any payment for, the Services described below.

We provide IBM Support Family Services (called "Services") to assist you with the operation of Machines and Programs we specify (called "eligible Products"). These Services support the following Product Platforms:

- AS/400 (includes Support Line for System/36 and System/38 as well as Associate, Consult Line, and House Call for System/36)
- AIX
- Networking
- Personal Systems
- Store Systems
- System/390 (includes System/370)

We specify in a Supplement the details of your order (including the Services, options, and contract period you select, and your charges).

Services available under IBMLink, Advantis*, or other networks may be required to obtain electronic access to our support centers and certain data bases. When Services require such electronic access, you will be provided with the applicable agreement documents.

The Services described below are common to the above Platforms, unless we specify otherwise in this Attachment. Platform-unique Services are described in applicable Platform Attachments (such as the Attachment for AS/400 Support Family Services).

1. Definitions

Prime Shift means from 8 a.m. to 5 p.m. in your local time zone, Monday through Friday (excluding national holidays).

Off Shift means all hours outside of Prime Shift.

Full Shift means 24 hours a day, seven days a week (including national holidays).

2. Services

Support Line provides telephone assistance with your 1) routine, short duration installation and usage ("how to") questions, and 2) code-related problems for eligible Programs. An IBM technical specialist will return your initial call within two hours during Prime Shift and within four hours during Off Shift.

We provide this Service for an hourly or annual charge, at your option, for the contract period specified in the Supplement. If you select the hourly option, you pay for one hour of Service in advance for each Product Platform receiving this Service. We charge you for each subsequent hour at the rate that is current when you use it.

If you select the annual charge option, you will have unlimited access to this Service during your selected Shift. In addition, we will provide you with electronic access at your request, provided you meet the prerequisites we specify. We will respond to your electronic questions by the end of the next business day.

* Advantis is a registered trademark of Advantis.

IBM Business Partners may select this Service only on an hourly (available for all Platforms) or block-of-hours (available for some Platforms) basis. If you are an IBM Business Partner and select the block-of-hours option, we require that you purchase a block of at least 20 hours. You pay for each block in advance at the rate we specify. We deduct the time spent on each Support Line call from your prepaid block-of-hours.

We provide this Service to IBM Business Partners for support of their internal Programs or those of their End Users.

** **Consult Line** provides you with telephone access to an IBM technical expert who is qualified to provide advice on complex work efforts (for example, analysis and design) concerning eligible Products. We will, upon your request, schedule a mutually agreeable time for telephone consultation. The charge for this consultation is based on the number of IBM technical experts and hours required to assist you.

** **House Call** provides you with on-site routine, task-oriented, operational support (such as help with installing eligible Programs and fixes for such Programs) at a mutually agreeable time. We offer hourly and block-of-hours options. If you select the hourly option, you make a one-time payment equal to the current charge for two hours of Service. This payment will be applied to the first House Call visit. We charge you for any subsequent hours at the rate that is current when you use them. There is a two hour minimum charge for each House Call visit under the hourly option.

If you select the block-of-hours option, we require that you purchase a block of at least 2 hours. You pay for each block in advance at the rate we specify. We deduct the time spent on each House Call visit from your prepaid block of hours.

Travel time to and from each House Call visit will be charged. There will be an additional charge for such things as transportation and lodging if we are required to travel outside of our normal service area.

*** **Alert** provides automatic notification of 1) High Impact and Pervasive Authorized Program Analysis Reports (called "HIPER APARS") and 2) any Program Temporary Fixes we discover to be defective (called "PE PTFs"). We provide notification via your choice of available delivery methods.

**** **Forum** allows you to exchange information electronically with other users on a variety of topics related to the operation of eligible Products. Forum is provided on an "AS IS" basis. We are not responsible for the accuracy or reliability of the information submitted to forums. We will provide you with around-the-clock electronic access to Forum, except for weekly maintenance periods. During periods of peak activity, we reserve the right to discontinue inactive sessions or sessions whose connect time has exceeded one continuous hour.

Forum is charged on a per USERID basis, unless we inform you otherwise.

3. Your Additional Responsibilities

You agree to:

1. ensure that any access codes we provide to you are used only by those who are authorized to do so;
2. use the information obtained under Services only for the support of the information processing requirements within your Enterprise;
3. pay any communications charges associated with accessing these Services, unless we specify otherwise; and
4. provide us with one month's written notice if you want to make any changes to your system that would affect any of the selected Services.

** This Service is not offered on the Store Systems Platform.

*** This Service is not offered on the Personal Systems Platform.

**** This Service is not offered on the AIX Platform.

4. General

AS PER ORIGINAL

We charge a premium for all Services we provide Off Shift with the exception of Forum and the Full Shift option of Support Line. When you select an hourly or block-of-hours charge option for a Service, we charge you for the time we spend 1) exchanging information with you, 2) analyzing information you provide to us, and 3) preparing recommendations to resolve a problem.

We may charge a premium for any Services we provide outside the contiguous United States.

We do not give credits or refunds for unused Service hours. Prepaid Service hours must be used within 12 months of purchase or by the end of the contract period, whichever comes first.

5. Satisfaction Guarantee

If, for any reason, you are not completely satisfied with a Support Family Service we provide to you, notify us in writing within one month of the time you first become dissatisfied. We will try to resolve the problem to your satisfaction. If we are unable to do so, you will receive a refund —

1. for a Service with an hourly or block-of-hours charge, equal to the charge for the period of time you were dissatisfied;
2. for a Service with a monthly charge, equal to one month's charge; and
3. for a Service with a quarterly or an annual charge, equal to the prorated charge for the period of time you were dissatisfied.

6. License Terms

The following terms apply to each Program we provide with the Services that is not otherwise accompanied by a license.

The Program is copyrighted and licensed (not sold). We do not transfer title to the Program to you. Under this license, we authorize you to:

1. use the Program only on the Machine designated by IBM; and
2. make one copy of the Program for backup purposes only in support of your use, provided you reproduce the copyright notice and any other legend of ownership on the copy.

You agree to ensure that anyone who uses the Program (accessed either locally or remotely) does so only for your authorized use and complies with these terms.

You agree not to do any of the following:

1. modify the Program's machine readable instructions or data, or merge them into another Program;
2. reverse assemble, reverse compile, or otherwise translate the Program;
3. sublicense, assign, or transfer the Program; or
4. distribute the Program to any third party.

Your license terminates when 1) the Service terminates, is withdrawn, or expires and is not renewed, 2) the Program is no longer needed to perform the Service, or 3) the Machine which IBM designated for the Program is removed from productive use within your Enterprise. IBM may terminate your license if you fail to comply with the terms and conditions of this license.

Upon termination, you agree to destroy the Program and any backup copy you made.

7. Termination and Withdrawal

We will renew the Services on the contract period end date, unless either of us terminates the Services or we withdraw them.

You may terminate any of these Services, with or without cause, on one month's written notice. We may terminate any of these Services, with or without cause, on three months' written notice. If we terminate a Service without cause and it is a Service for which you have prepaid, we will refund such payments, on a prorated basis, if we have not yet provided the Service.

We will give you three months' written notice if we intend to withdraw any of these Services.

IBM Customer Agreement

Attachment for AIX Support Family Services

AS PER ORIGINAL

These terms are in addition to those of the IBM Customer Agreement and its Attachment for IBM Support Family Services. You accept these terms by signing the Signature Page for Attachments or using, or making any payment for, the Services described below. If there is a conflict among terms, those of this Attachment will prevail.

This Attachment describes the IBM Support Family Services and terms that are unique to the AIX Platform.

1. Individual Services

- **Support Line** assistance requires you to designate one AIX knowledgeable person (called "System Administrator") and one designated backup to coordinate communications with us.

We provide this Service on an hourly basis, or as either AIX Support Line Standard or AIX Support Line Premium which are charged on an annual basis.

If you select **AIX Support Line Standard**, we provide support for the IBM AIX operating system and other Products we designate. All IBM AIX systems at your designated location, as well as all those under the remote control of the System Administrators, must be included. For an additional charge, you may select support for other eligible Products. Also for an additional charge, you may designate additional System Administrators. If you don't have AIX installed, the first eligible Product you select will be charged as the equivalent of the operating system.

If you select **AIX Support Line Premium**, we provide you with all the features of AIX Support Line Standard and include:

1. Full Shift coverage;
2. support for expanded selection of eligible Products;
3. up to two additional primary (and two backup) System Administrators;
4. AIX Technical Library;
5. AIX Alert;
6. AIX Associate; and
7. two 10% discount coupons for AIX education.

A separately priced electronic-only option of Support Line for the AIX Platform is also available.

- ✓ **Associate** provides direct telephone access to an assigned IBM technical specialist to assist you with usage ("how to") questions and problem analysis and coordinate AIX support requests, including code-related problem support for eligible Products.

The Support Line annual charge option is a prerequisite for this Service.

- **Consult Line** provides Service from 8 a.m. to 5 p.m. Central Time, Monday through Friday, excluding national holidays. All other hours will be considered Off Shift for this Service.
- ✓ **Alert** provides automatic weekly notification.

AIX/6000 Performance Management provides you with information for planning and managing your system resources. Using data gathered from your system by a Program that we supply, we prepare and provide you with a set of performance analysis reports and a high level analysis summary of your system performance.

We grant you a license for the Program under the terms of the Attachment for IBM Support Family Services, and provide the Program on an "AS IS" basis.

* These AIX unique terms are in addition to those for this Service in the Attachment for IBM Support Family Services.

AIX System Backup and Recovery/6000 is a Program which provides you with the capability to backup, verify, and restore your data in various formats and media. We grant you a license for the Program under the agreement provided with it.

✓ **AIX Technical Library** is a technical publication which provides your administrator with service and support information quarterly on a CD-ROM (under the terms of its license agreement). This information includes lists with descriptions of code corrections and answers to frequently asked installation and usage questions.

IBM Scalable POWERparallel 2 Planning Service provides you with an on-site specialist to assist (at a mutually agreeable time) with planning your system implementation. There will be an additional charge for such things as transportation and lodging if we are required to travel outside of our normal service area.

IBM Scalable POWERparallel 2 Implementation Service provides you with an on-site specialist to perform installation, application of the latest IBM recommended software service level, configuration, and setup for IBM Scalable POWERparallel 2.

Mobile Systems Support provides telephone assistance with your routine, short duration, installation and usage ("how to") questions regarding IBM AIX for N40 and IBM 7007 mobile computing Products, and IBM Programs for which Program Services are available when used with these Products. This Service also provides the ability to report code-related problems found in an unmodified portion of AIX for N40 when it is used with an IBM 7007. This Service is provided from 8 a.m. to 5 p.m. Central Time, Monday through Friday, excluding national holidays. A technical specialist will return your initial call within the timeframe established for the level of severity of the call. We may periodically provide you with a CD-ROM containing updates of IBM AIX for N40. We provide this Service for a one-time charge. Mobile Systems Support will be available until December 31, 1995.

RISC System/6000 Recovery Express provides Machines and equipment (called a "Configuration") for you to use as a backup system in responding to a Disaster at a Specified Location. "Disaster" means any unplanned interruption of information processing, beyond your control, which significantly impairs your ability to perform critical information processing applications. "Specified Location" means your information processing facility located within a single building. However, we will consider host attached I/O equipment located outside the building to be part of your Specified Location.

The minimum commitment period for this Service is 12 months per Specified Location. This Service is provided at a basic monthly charge (per Specified Location) with additional charges being incurred during the Disaster period. We do not charge a premium for Off Shift use of this Service.

For an additional charge, you may upgrade to a larger Configuration on one month's written notice to us.

When you notify us of a Disaster at a Specified Location, we will ship the Configuration, within 24 hours, to a location you choose within the United States. Although what we provide may not be identical to the Configuration specified by you, it will be compatible with it and provide equivalent or greater function.

If we plan to upgrade the Configuration to require Programs of a later release level, we will provide you three month's written notice.

You agree to:

1. notify us that you are declaring a Disaster;
2. maintain your Programs to be used on the Configuration at the release level we specify;
3. provide all personnel, supplies, utilities, and Programs when using the Configuration;
4. return the Configuration to us, in good working order, not later than six weeks after declaring a Disaster;
5. pay all charges associated with the packing and transfer of the Configuration to the location you choose and back to us;

AS PER ORIGINAL

6. pay the daily usage charge we specify from the date we ship the Configuration to you until the date it is returned to us;
7. pay a minimum of one day's usage charge for each declared Disaster;
8. pay any other charges you incur while using the Configuration; and
9. remove your data and Programs from the Configuration before returning it.

If, after exercising our best efforts, we are unable to ship you the Configuration within 24 hours of your Disaster notification, and you elect not to accept the Configuration when we can ship it, we will pay you an amount equal to the total basic monthly charges you paid for RISC System/6000 Recovery Express during the preceding 12 months for that Specified Location.

2. Focal Point Discount for RISC System/6000

We charge you full price for the highest RISC System/6000 logical Machine. We give you a focal point discount for additional RISC System/6000 Machines if you:

1. choose the annual charge option for Support Line or Associate;
2. have your System Administrator assigned to a RISC System/6000 Machine (called the "Focal Point Machine") coordinate all communications between us for the additional RISC System/6000 Machines; and
3. maintain a Basic (as opposed to DSLO) license for the operating system Program installed on the Focal Point Machine.

HART

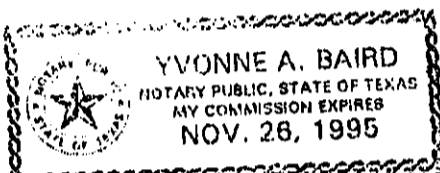
OATH OF OFFICE

I, Gloria Hopkins,
do solemnly swear (or affirm), that I will faithfully execute the duties of the office of District Clerk 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, so help me God.

Signed Gloria Hopkins
1st

Sworn to and subscribed before me, this _____
day of December 1994

Yvonne A Baird



89 0050
AS PER ORIGINAL

RIDER

89 0051

It is understood and agreed by Western Surety Company that the Principal's Name be amended to read:

Glory Hopkins

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 17th day of November 19 94, at twelve and one minute o'clock A.M., Standard Time.

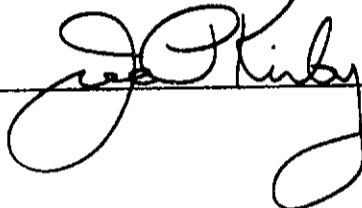
Attached to and forming part of bond No. 12662612 dated October 1, 19 90 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to

Glory Ketelers

Signed this 21st day of November, 19 94

WESTERN SURETY COMPANY

By



President



Western Surety Company

AS PER ORIGINAL

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and the United States of America, does hereby make, constitute and appoint

Joe P. Kirby of Sioux Falls

State of South Dakota, its regularly elected President, as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the By-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its

President with the corporate seal affixed this 21st day of November, 1994

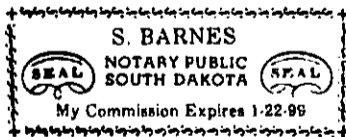
ATTEST L. Nelson Assistant Secretary By Joe P. Kirby Joe P. Kirby, President
WESTERN SURETY COMPANY

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss.

On this 21st day of November, 1994 before me, a Notary Public, personally appeared

Joe P. Kirby and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Barnes
Notary Public

Texas



45 PER ORIGINAL

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. 12662612

That we, Glory Hopkins, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto' Governor of Texas, his successors in office,

in the sum of Five Thousand and No/100 (\$ 5,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 18th day of November, 1994.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19____, duly

(Elected/Appointed) to the office of District Clerk in and for^s Fort Bend County, State of Texas, for a term of Four years commencing on the 1st day of January, 1995.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~and~~

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned [Signature]
By _____
Resident Agent

x [Signature] Principal
WESTERN SURETY COMPANY
By [Signature]
Joe P. Kirby, President

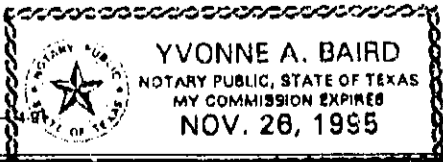
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of FORT BEND } ss

Before me, YVONNE A. BAIRD on this day, personally appeared GLORY HOPKINS, 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 RICHMOND, Texas, this 9TH day of DECEMBER, 1994.

SEAL
Form 882A



[Signature]
FORT BEND County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

89 0054

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ 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 contracts or claims as are expressly authorized by law and 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____.

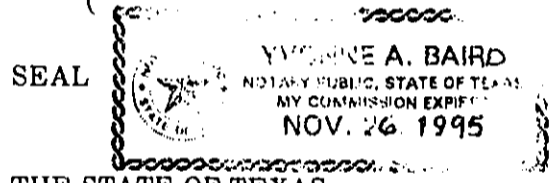
SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, Glory Hopkins, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Fort Bend Co. District Clerk 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 Glory Hopkins

Sworn to and subscribed before me at Richardson, Texas, this 7th day of December, 1997.



Yvonne A Baird
Fort Bend County, Texas

THE STATE OF TEXAS }
County of FORT BEND } ss

The foregoing bond of GLORY HOPKINS as DISTRICT CLERK in and for FORT BEND COUNTY County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Shirley N. Isaac Clerk
County Court FORT BEND County

Date _____, 19____
Ray Caldwell County Judge,
FORT BEND County, Texas

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 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.

By _____ Deputy County Court _____ County Clerk

8

OATH OF OFFICE

I, Walter Sheppard McMeans,

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Judge,

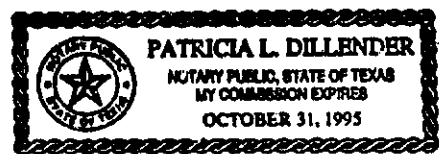
Fort Bend County Court at Law No. 2

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, so help me God.

Signed Walter Sheppard McMeans
9th

Sworn to and subscribed before me, this _____

day of December 1994



Patricia L. Dillender
Notary Public - State of Texas

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 13321483

That we, Walter McMeans, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Fort Bend Treasurer, his successors in office, in the sum of Ten Thousand and No/100-- (\$10,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 4th day of October, 1994.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19____, duly _____ to the office of Judge in and for Fort Bend County, State of Texas, for a term of Four year s commencing on the 1st day of January, 1995.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

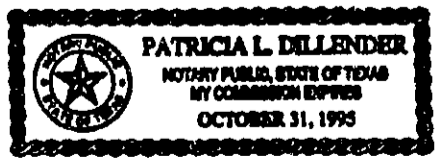
Countersigned By Loanie Meadows Resident Agent
By Walter McMeans Principal
By Joe P. Kirby President
WESTERN SURETY COMPANY

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Fort Bend } ss

Before me, Patricia L. Dillender on this day, personally appeared Walter McMeans, 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 Richmond Fort Bend County, Texas, this 9th day of December, 1994.



Patricia L. Dillender
Fort Bend County, Texas

SEAL
Form 882A -- 4-91

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ 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 contracts or claims as are expressly authorized by law and 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)

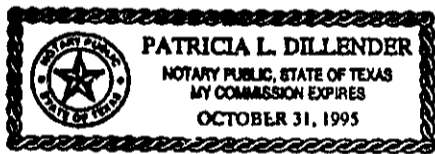
I, WALTER SHEPPARD MCMEANS, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of JUDGE COUNTY COURT AT LAW #2, FORT BEND COUNTY, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and 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 Walter Sheppard McMeans

Sworn to and subscribed before me at Richmond, Fort Bend County, Texas, this 9th day of December, 1994.

Patricia L. Dillender
Fort Bend County, Texas

SEAL



THE STATE OF TEXAS }
County of FORT BEND } ss

The foregoing bond of WALTER SHEPPARD MCMEANS as JUDGE, COUNTY COURT #2 in and for FORT BEND County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: [Signature] Clerk
County Court FORT BEND County

Date [Signature], 19____
County Judge,
FORT BEND County, Texas

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 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
By _____ Deputy County Court _____ County

 **Western Surety Company**

- **IMPORTANT NOTICE**

To obtain information or make a complaint:

- You may call Western Surety Company's toll-free telephone number for information or to make a complaint at

1-800-233-8800

- You may also write to Western Surety Company at

P.O. Box 655908
Dallas, TX 75265-5908

or

P.O. Box 5077
Sioux Falls, SD 57117-5077

- You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

- You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

- **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

- **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

DECEMBER 13 AGENDA ITEM

The following is a list of 1995-96 holidays if the same current year adopted holidays are used.

HOLIDAYS	CURRENT 1994-95	1995-96
MARTIN LUTHER KING JR. DAY	MONDAY, JANUARY 17	MONDAY, JANUARY 16
GOOD FRIDAY	FRIDAY, APRIL 1	FRIDAY, APRIL 14
MEMORIAL DAY	MONDAY, MAY 30	MONDAY, MAY 29
INDEPENDENCE DAY	MONDAY, JULY 4	TUESDAY, JULY 4
LABOR DAY	MONDAY, SEPTEMBER 5	MONDAY, SEPTEMBER 4
FAIR DAY	FRIDAY, SEPTEMBER 23	FRIDAY, SEPTEMBER 29
VETERANS DAY	FRIDAY, NOVEMBER 11	FRIDAY, NOVEMBER 10
THANKSGIVING HOLIDAYS	THURSDAY, NOVEMBER 24 FRIDAY, NOVEMBER 25	THURSDAY, NOVEMBER 23 FRIDAY, NOVEMBER 24
CHRISTMAS HOLIDAYS	FRIDAY, DECEMBER 23 MONDAY, DECEMBER 26	MONDAY, DECEMBER 25 TUESDAY, DECEMBER 26
NEW YEAR'S DAY	MONDAY, JANUARY 2	MONDAY, JANUARY 1

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING EXECUTION OF A RENEWAL AGREEMENT BETWEEN
FORT BEND COUNTY AND FORT BEND COUNTY BAR ASSOCIATION
FOR THE ADMINISTRATION OF THE LAW LIBRARY**

On this the 13 day of December, 1994 the

Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner

O'Shields, seconded by Commissioner Prestage,

duly put and carried;

IT IS ORDERED that County Judge Roy L. Cordes, Jr., be and he is hereby authorized to execute a one year Agreement between Fort Bend County and the Fort Bend County Bar Association for the Administration of the Fort Bend County Law Library. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

LAW LIBRARY ADMINISTRATION AGREEMENT RENEWAL

This Agreement is made and entered into by and between the County of Fort Bend, a political subdivision of the State of Texas acting herein by and through its Commissioners' Court and the Fort Bend County Librarian hereinafter referred to as the "County", and the Fort Bend County Bar Association hereinafter referred to as "Bar".

WHEREAS, the parties hereto desire to renew and extend the current Agreement for an additional year, commencing on January 1, 1995 and ending on December 31, 1995.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein. Section 2.01 shall read in part:

The term of this Agreement is for one year commencing on the 1st day of January 1995 and ending on the 31st day of December 1995.

It is agreed and understood between the parties that all the remaining terms in the Law Library Administration Agreement (a copy of which is attached hereto and made a part hereof for all purposes) are incorporated herein and are in full force and affect.

EXECUTED this 13 day of December, 1994.

FORT BEND COUNTY

By:

Roy Cordes, Jr.
Roy L. Cordes, Jr., County Judge

ATTEST

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY LIBRARIAN

By:

Roman S. Bichachevsky

FORT BEND COUNTY BAR ASSOCIATION

By:

Wayne Hobbs

STATE OF TEXAS §

COUNTY OF FORT BEND §

LAW LIBRARY ADMINISTRATION AGREEMENT

This Agreement is made and entered into by and between the County of Fort Bend, a political subdivision of the State of Texas acting herein by and through its Commissioners's Court and the Fort Bend County Librarian hereinafter referred to as the "County", and the Fort Bend County Bar Association hereinafter referred to as "Bar".

WHEREAS, the County and the Bar mutually desire the establishment and maintenance of the Fort Bend County Law Library in accordance with Section 323.021a of the Texas Local Government Code; and,

WHEREAS, the County desires to vest management of the Fort Bend County Law Library in a committee of the Bar pursuant to Section 323.024b of the Texas Local Government Code; and,

WHEREAS, the Bar desires to delegate the administration of the Fort Bend County Law Library to the Fort Bend County Librarian; and,

WHEREAS, the County and the Bar mutually desire that the \$20 fee collected in each civil case shall be kept by the Fort Bend County Treasurer in the "Law Library Fund #16" in accordance with Section 323.023 of the Texas Local Government Code; and,

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

SECTION ONE
DEFINITIONS

1.01 For the purpose of this Agreement, the following means:

A. Management: To establish and/or set policies that control or direct all affairs of the Fort Bend County Law Library.

B. Administration: The implementation of policy and the performance of the act necessary to transact the day to day operations of the Fort Bend County Law Library including but not limited to personnel decisions.

SECTION TWO
TERM

2.01 The term of this Agreement is for one year commencing on the 1st day of January, 1993 and ending on the 31st day of December, 1993.

2.02 This Agreement is renewable annually on the 1st day of each year. The parties shall give written notice of their intention to renew this Agreement at least thirty (30) days prior to the renewal date.

SECTION THREE
ADMINISTRATION AND MANAGEMENT OF LAW LIBRARY

3.01 The Bar shall be responsible for the management of the Fort Bend County Law Library.

3.02 The Fort Bend County Librarian shall be responsible for the administration of the Fort Bend County Law Library.

3.03 The Fort Bend County Law Library shall be administered and managed under the guidelines contained in Exhibit "A" and Exhibit "B" attached hereto entitled "Fort Bend County Law Library" and made a part hereof for all purposes.

3.04 The parties mutually agree that Fort Bend County Commissioners' Court shall not authorize the use of the funds for the Law Library collected as costs in each civil case filed in the County without the advice of the Bar.

SECTION FOUR
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

4.01 Independent Agency

A. It is agreed by the parties that at all times and for all purposes hereunder the Bar 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 the Bar an employee of the County, and Bar, its agents and employees (excluding the Bar members agents or employees who are Fort Bend County employees) shall be entitled to none of the rights, privileges or benefits of the County employees.

B. The Bar is to be and shall remain an independent agency with respect to all services performed under this Agreement.

4.02 No Co-Partnership

A. 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 Bar (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner whatsoever.

SECTION FIVE
SEVERABILITY

5.01 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 of the other party.

SECTION SIX
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

6.01 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 SEVEN
SERVICES NOT PROVIDED

7.01 No claim for services furnished by Bar, not specifically provided in the Agreement, will be allowed by the County, nor shall Bar do any work or furnish any material not covered by the Agreement, unless approved, in writing by the County. Such approval shall be considered as a modification of the Agreement.

SECTION EIGHT
COMPLIANCE WITH LAWS AND REGULATIONS

8.01 A. It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.

B. In providing all services pursuant to this contract, the Bar shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violations of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the County to terminate this contract immediately upon delivery of written notice of the termination to the Bar.

SECTION NINE
NOTICE AND TERMINATION

9.01 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 shall be sent to:

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

Notice to the Bar shall be delivered to:

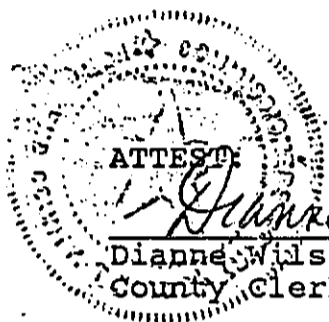
Fort Bend County Bar Association
401 Jackson, Room #302
Richmond, Texas 77469-3110
Attention: M. E. "Skip" Belt, President

Executed this the 7 day of Dec, 1992.

FORT BEND COUNTY, TEXAS

By: Roy I. Cordes, Jr.

Roy I. Cordes, Jr.
County Judge



Dianne Wilson
Dianne Wilson
County Clerk

FORT BEND COUNTY LIBRARIAN

By: Roman Bohachevsky

Roman Bohachevsky

FORT BEND BAR ASSOCIATION

By: M. E. "Skip" Belt

M. E. "Skip" Belt
President

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT
WITH GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL**

On this the 13 day of December, 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner O'Shields, seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Agreement with Greater Fort Bend Economic Development Council for 1995. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY
AND
GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL**

THIS AGREEMENT, made and entered into by and between the County of Fort Bend, hereinafter 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 Greater Fort Bend agree as follows:

A. The term of this Agreement is from **January 1, 1995** through **December 31, 1995**, the date of signature by the parties, notwithstanding, provided however, this agreement 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 \$120,000.00 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 \$10,000.00 each. The first of such demand payable on January 1, 1995 and a like payment each month during the term and a like payment of the first day of each month thereafter until this agreement is 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 directors to Greater Fort Bend, who shall serve for as long as this Agreement 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.

FORT BEND COUNTY

By: _____

Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge

Date: _____

12/13/94

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

**GREATER FORT BEND ECONOMIC
DEVELOPMENT COUNCIL**

By: _____

Herbert W. Appel, Jr.
Herbert W. Appel, Jr., President

Date: _____

12/28/94

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Fort Bend County under and within the foregoing Agreement.

Robert Grayless
Robert Grayless, Auditor

THE GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL ASSISTED PROJECTS
 HAVE ADDED OVER \$2,250,000 IN ANNUAL NEW REVENUES TO FORT BEND COUNTY.
 THE CURRENT COST TO FORT BEND COUNTY IS 5.3% FOR THE ECONOMIC DEVELOPMENT
 COUNCIL CONTRACT FOR SERVICES.
 GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL
 RESULTS (From 1987-1994)

Company	No. of Employees	Annual Payroll	Project Costs	Estimated Annual Local Taxes
AAA	85	\$ 1,700,000	\$ 400,000	\$ 8,800
Acme Briefcase	55	500,000	2,000,000	36,800
ACS Industries	60	1,250,000	4,500,000	109,500
AeroDrome/Houston Aeros	45	2,300,000	3,300,000	75,372
Albis Corp.	70	1,200,000	7,000,000	165,200
Alcon Surgical	15	3,500,000	2,000,000	50,000
Aludril	6	84,000	200,000	4,020
Amsco Sterile Recoveries	55	1,600,000	3,300,000	106,000
Anderson Greenwood	350	9,000,000	30,840,000	808,000
Anderson Greenwood Expansion	12		4,900,000	
Bergen Brunswig	77	1,650,000	38,000,000	1,181,000
Buks Tool	(Only Acreage Purchased to Date)		100,000	2,203
Carton Sales	31	1,100,000	4,700,000	104,810
Champion Chemical	56	1,692,000	13,000,000	227,851
ChemLab Circuit	20	650,000	750,000	19,200
Eltech Int'l.	10	200,000	1,000,000	28,500
Enviro Flo	40	650,000	600,000	11,040
Henley Int'l.	353	850,000	1,244,000	27,000
Innovo	150	1,700,000	250,000	6,700

Company	No. of Employees	Annual Payroll	Project Cost	Estimated Annual Local Taxes
Input/Output	50	1,000,000	1,000,000	26,200
IP20	6	200,000	75,000	7,000
Kanematsu USA KG Specialty Steel	9	465,000	2,800,000	62,440
K-Tec	380	6,000,000	9,050,000	423,729
KW Industries Expansion	8	500,000	1,600,000	50,720
Makita, USA	34	840,000	12,200,000	300,814
Mazda	79	700,000	23,755,000	639,000
MCI Communications	700	12,600,000	8,000,000	211,000
Meditrol Automation	89	3,481,409	4,981,000	116,240
Prudential Ins.	1,350	27,000,000	7,400,000	141,090
Reliance Machine	15	500,000	1,000,000	22,582
Schlumberger I	150	5,200,000	10,400,000	190,000
Schlumberger II	420	19,600,000	48,500,000	1,304,650
Southwest Medical Packaging	170	3,250,000	1,300,000	28,600
Stillmeadow	32	500,000	1,500,000	38,400
Texas National Guard	96	850,000	1,500,000	Tax Exempt
Triangle Labs	20	750,000	500,000	12,800
Turbine Metal Technologies	8	750,000	500,000	9,200
Unitra	25	750,000	1,000,000	18,400

Company	No. of Employees	Annual Payroll	Project Cost	Estimated Annual Local Taxes
UNOCAL	500	13,000,000	6,000,000	133,800
UNOCAL Expansion	205	6,500,000	1,200,000	32,280
UTP Welding Materials	50	600,000	4,800,000	115,000
Viletta China	100	1,000,000	1,000,000	27,000
VWR Scientific	35	700,000	2,400,000	61,440
Western Gas Res.	17	500,000	65,000,000	1,365,000
Westfield Engineering	50	1,750,000	2,000,000	35,400
Wharton County Junior College (Fulltime 4 & Parttime 77)		536,000	Tax Exempt	
Zydell Valve	48	2,500,000	28,800,000	466,023
TOTALS (47)	6,236	\$143,612,409	\$342,381,000	\$8,876,804

Explanatory Notes: Employment, payroll, and investment numbers were reported by the companies. All tax numbers are post-value added tax abatement, where applicable. No sales tax numbers are included.

Reprinted from THE WALL STREET JOURNAL.

TUESDAY, MARCH 8, 1994

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AS PER ORIGINAL

America's 20 Hottest White-Collar Addresses

By ALECIA SWASY

Staff Reporter of THE WALL STREET JOURNAL

Today's white-collar boom towns were yesterday's cow pastures.

Using 1990 Census data, American Demographics Inc. identified 20 of the fastest-growing, wealthiest and most educated areas of the country. Many of them are in rural America, far from both urban centers and the suburbs that ring them.

Unlike traditional suburbs, some of these counties have their own strong economies, independent of cities. But all 20 have attracted businesses and families looking for relief from the crime, congestion, expensive housing and poor schools endemic in cities and now encroaching on the suburbs.

The New BOOM TOWNS

FIRST OF TWO ARTICLES

Today's boom towns are not only beyond the first ring of suburbs around cities but also beyond outer suburban hubs like Princeton, N.J., and Tysons Corners, Va. "This is the growth edge of white-collar America," says Peter Francese, the founder of American Demographics who conducted the study. They are "the power centers of tomorrow."

The shift also reflects the restructuring of corporate America. Businesses, to slash costs, are moving large chunks of their operations from downtown office buildings and suburban office parks to more rural areas. Technological advances, such as computer links between manufacturing plants, suppliers and distributors, have given corporations freedom to move out of traditional business centers.

Shelby County, Ala., one of the boom counties, is a study in contrasts. Its landscape is a bucolic mix of pine forests and covered bridges. Brick townhouses are rising up next to rusting trailers. A toll road soon will be needed to handle the 100,000 cars a day developers expect to travel the county's busiest artery, Route 280, by the year 2010.

The median household income, based on the 1990 Census, was \$36,851, more than double the \$18,272 in 1980. That should rise even more with the expected

The Biggest Growth Areas

The top 20 counties

COUNTY/STATE	1990 POPULATION	% INCREASE 1980-90	MEDIAN HOUSEHOLD INCOME	MEDIAN AGE
Douglas, Colo.	60,391	140.1%	\$51,864	32.3
Fayette, Ga.	62,415	114.9	50,187	34.1
Fort Bend, Texas	225,421	72.3	42,808	30.5
Howard, Md.	187,328	58.0	54,407	32.2
Loudoun, Va.	86,129	50.0	52,210	31.6
Shelby, Ala.	99,358	49.9	36,851	31.5
Prince William, Va.	215,686	49.1	49,370	29.0
Chesterfield, Va.	209,274	48.0	43,603	31.9
Dakota, Minn.	275,227	41.7	42,218	30.2
Williamson, Tenn.	81,021	39.4	43,612	34.1
Hamilton, Ind.	108,936	32.8	45,747	32.9
Rockingham, N.H.	245,845	29.2	41,880	32.6
Washington, Minn.	145,896	28.5	44,120	31.5
Delaware, Ohio	66,929	24.3	37,895	33.4
Hunterdon, N.J.	107,776	23.4	54,661	35.2
Chester, Pa.	376,396	18.9	45,642	33.8
Somerset, N.J.	240,279	18.3	55,566	34.8
Jefferson, Colo.	438,430	17.9	39,084	33.3
Saratoga, N.Y.	181,276	17.9	36,635	32.8
Olmsted, Minn.	106,470	15.7	35,788	31.6

Source: American Demographics Inc.

influx of middle-income managers.

Officials of Mercedes Benz, which is building its first U.S. plant in nearby Tuscaloosa County, have been shopping for homes in Shelby, about 20 miles southwest of Birmingham. NCR Corp. and Rust International Inc. moved to the county in the late 1980s from the metropolitan area. AmSouth Bancorp, Alabama's largest bank, plans to move about a third of its corporate headquarters staff from the city. Since 1980, the boom has nearly doubled the county's population to about 114,000.

In Hamilton County, Ind., a rural county north of Indianapolis, GTE Corp., Poly-

gram Entertainment Co., Marsh Supermarkets and USA Group have built offices and distribution centers. Williamson County, Tenn., has attracted companies with its lower taxes, uncongested roads and cheaper real estate. Manchester Tank & Equipment Co. moved there from Los Angeles County in early 1993. "We picked Tennessee because the cost of living and the environment are good," says Rob Reifschneider, Manchester's senior vice president.

As the jobs have moved, so have families. United Airlines is building a maintenance facility in Indianapolis, but many moving from the old site in San Francisco

(over please)

Reprinted from THE WALL STREET JOURNAL.

WEDNESDAY, APRIL 20, 1994

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ECONOMIC FOCUS

The Houstonians' Suburb Of Choice? It's Fort Bend

By TARA PARKER-POPE

Staff Reporter of THE WALL STREET JOURNAL

Check just about any top 10 list, and you will find Fort Bend County.

The best spot for manufacturing in the U.S.? A group of real-estate executives ranked Fort Bend at No. 2.

The fastest-growing white-collar address? No. 3 in the nation, according to American Demographics magazine.

How about family values? Fort Bend has the eighth-highest percentage of traditional families in the country, says the U.S. Census Bureau.

You can keep this up for quite a while. Fort Bend has the nation's ninth most diverse population. It has the lowest dropout rate in the six-county Houston metropolitan area, and a college-education rate that is 49% higher than the U.S. and Texas averages.

Convinced yet?

Amid the sedentary economy of Houston and the smokestacks and refineries of much of the Gulf Coast, Fort Bend County has emerged as a utopia of sorts — an unheralded center of explosive growth, a magnet for educated, nonunion, ethnically diverse workers who own their homes, earn higher-than-average incomes and live in nuclear families.

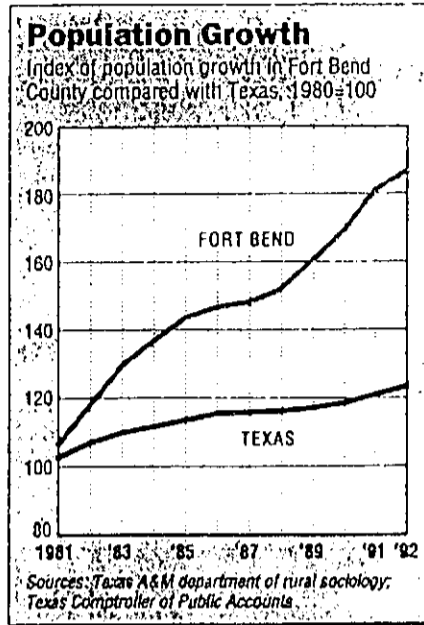
It is a prosperity that this county of 245,000 owes in large part to its crime-ridden, traffic-laden neighbor to the north — the city of Houston. The city's best and brightest — like their counterparts throughout the nation — are flocking to the suburbs. And for many, Fort Bend County is the suburb of choice.

Indeed, from 1980 to 1992, Fort Bend County's population grew at an average annual rate of 5.4%. That compares with a rate of 1.8% for all of Texas, and just 0.4% for Houston.

"This is a threat to the viability of Harris County and of Houston itself," says Jared Hazleton, director of the Center for Business and Economic Analysis at Texas A&M University. "The property-tax base shrinks, and then the services shrink, and that causes more people to move out."

Houston officials are quick to counter that Fort Bend has the percentages on its side because it's starting from such a small base. Even so, since 1980, Fort Bend grew by 117,780 residents, 40% more than the 84,297 increase posted by Houston.

The invasion has turned Fort Bend's farmland into master-planned communi-



ties. Big names like Gerald Hines and American General Corp. are building pristine residential, retail and office centers, bringing a sense of order that contrasts sharply with nearby Houston's unzoned, hodgepodge development.

"If you have a very nice community, people will come to it," says Herbert W. Appel Jr., president of the Greater Fort Bend Economic Development Council.

And lest they be accused of representing just another white-flight suburb, Fort Bend officials are armed with Census Bureau data naming the county one of the most ethnically diverse in the country: 54% white, 21% black, 19% Hispanic and 6% Asian.

Credit much of Fort Bend's diversity to the oil recession of the 1980s. When the bottom fell out of the Houston-area economy, the snazzy planned developments southwest of the city suddenly became affordable to more people.

"If you want your city to be integrated, just have a huge recession," says Al Ballinger, economics data manager for the University of Houston Center for Public Policy and a resident of Fort Bend County. "To a large extent it's a real-estate pricing phenomenon. Housing became very affordable for minorities who are traditionally kept out of certain areas."

But before anyone starts trumpeting Fort Bend as the feel-good county of the

future, it should be noted that the various ethnic groups have congregated in separate pockets throughout the county, and many parts remain segregated.

"The numbers make it sound like every third house is owned by a black, but that's not the way it is," Mr. Ballinger says.

One other point worth mentioning: Fort Bend County isn't just another bedroom community, its residents trudging off to work in the big city every day. Although 46% of county residents still work outside the area, increasing numbers of people are finding jobs near home.

This month, Prudential Insurance Co. of America, Newark, N.J., began closing regional offices in Houston, and moving as many as 1,300 jobs to Sugarland in Fort Bend. Just this week, Makita USA Inc., a Cerritos, Calif., hand-tool and power-tool maker, is expected to announce a new distribution center in Fort Bend County, bringing with it about 40 jobs. And Los Angeles-based Unocal Corp., the oil and gas company, also has moved 700 jobs to Fort Bend County, including 200 from Houston.

Nevertheless, Houston remains the region's economic engine, and Fort Bend County officials say they are well aware of their economic dependence on the Bayou City.

"All of our eggs are in the same basket," says Cliff Terrell, executive vice president of the Richmond/Rosenberg Area Chamber of Commerce. "It's to our best benefit to be cooperative with the entire Houston region."

State of the County
How Fort Bend stacks up against the state of Texas

	FORT BEND	TEXAS
Median age	30.5	30.8
Percent of population that graduated from college	30.2%	20.3%
Unemployment rate	5.0%	7.2%
Percent of women with jobs	65.6%	66.4%
Median household income	\$42,809	\$27,016
Black households with income over \$50,000	27.9%	10%

Sources: Texas A&M department of rural sociology; Texas Employment Commission

The Washington Post

7th Year No. 120

MONDAY, APRIL 4, 1994

From May 1993 in Areas Outside
Metropolitan Washington (See Box on A3)

25

There's Nothing Crude About Texas's Latest Boom

SUGAR LAND, Tex.—After 15 years of booms and busts and painful recovery, a new Texas is taking shape in the former cotton fields of Fort Bend County. This time, the emphasis is suits instead of boots.

Texans here live in big brick houses, surrounded by man-made lakes and pampered pansy beds and mechanical graders working daily to convert still more fields to tidy residential parcels. They have high-paying jobs, lots of children and 14 golf courses. Many of these Texans used to be Californians.

If the fortunes of Texas in the 1970s and '80s were chronicled through the ups and downs of Houston, the Texas of the '90s is perhaps best explained through the explosive growth and emerging character of previously unheralded Fort Bend County. Population surveys place this county of nearly 250,000 people third among the nation's fastest-growing white-collar addresses, and its rapid development reflects a trend that is likely to make the state stronger, if more predictable, in years to come.

Some things will never be the same in this big, bluff state. There were the glory years, when oil reigned, men with calluses on their palms and working-class origins commanded fat paychecks, and the future of a shrewd Texan seemed limitless. Then came the lean years of the '80s, when the freakish combination of an oil bust, a real estate crash and a second oil bust devastated

many a spirit and bank account in the swift, dizzying span of five years.

In what some might view as typical Texas fashion, however, the state economy has made a smart rebound, shifting from the flamboyant four of the past—oil and natural gas, cotton and cattle—to the more sober and perhaps more stable endeavors of the future, the computer and service industries. And, in a fortuitous twist, the state's highly publicized fall contributed nicely to its resurgence. Because of its earlier troubles, the cost of doing business in Texas has been considerably lower than the national average, a fact employed successfully by state and local officials working overtime to sell the state's out-sized virtues.

The results have been convincing. Much of the rest of the nation is still recovering from the 1990-91 recession that Texas never experienced. Each year since 1990, Texas has been the fastest growing of the 10 most populous states, both in people and jobs, and, in a recent 12-month period it gained as many new jobs (180,000) as California lost.

Last week demographers with the U.S. Census Bureau predicted that sometime this year, Texas (pop. 18,031,484) will outstrip New York (pop. 18,197,154) to become the nation's second most populous state behind California.

But every gain has its price. As Texas shifts from its long



Lee Newton, whose Sugarland Properties constructed the red-brick First Colony community, said he believes home-buyers appreciated "architectural controls." In background is emerging subdivision Cove at Crescent Lake.

AS PER ORIGINAL

White-Collar Boom Refuels Texas Economy, Reshapes Culture

dependence on natural resources to a new focus on human resources—and the business, health and recreation services they can provide—the state that has always prided itself on its uniqueness is not so different anymore. Texas has lost a little of its Texas-ness.

"Texas now looks like the rest of the country so much more than we ever did before," said Jared Hazleton, director of the Center for Business and Economic Analysis at Texas A&M University and author of a monthly newsletter on the state economy. "We're unique, maybe, because we're a younger and growing population, more ethnic, but if you look at our economy, can you really tell when you leave Dallas and go to Los Angeles? We like to think of ourselves as different. We cling to those myths. But I think, by and large, they are gone."

Of course, any attempt to define, or redefine, the Texas economy collides with the fact that Texas is really not one state but five or six. Some are doing exceptionally well; others are not. For every Austin, now ranked second behind California's Silicon Valley in the number of computer-related jobs, there is a Midland. In that West Texas city, the quintessential oil town with its Petroleum Museum and the place where a young George Bush got his start as a wildcatter four decades ago, the job-growth rate last year was a scant three-tenths of 1 percent. (At the same time, Austin registered a growth rate of 6.3 percent, well above the national average of 1.5.)

Just how much the picture has changed is illustrated as clearly through attitudes as statistics. Consider the recent antics of Clayton Williams, the Midland millionaire who made his fortune as an independent oilman. In his time, Williams has gained headlines through his political comments; as the Republican opponent of Gov. Ann Richards (D) in 1990, he made an unfortunate comparison between rape and bad weather. But at a recent meeting of the Texas Railroad Commission to report on the status of oil producers, Williams entertained the audience by bursting into the room in a dinosaur head and a cowboy hat. He started off

with a roar, then faded to moans and limped melodramatically to the lectern—a self-portrait of the independent oilman as dying dinosaur.

Since 1982, Williams has been forced to order eight layoffs, seven consolidations and five pay cuts at his Midland company, he said. In Clayton Williams's Texas, the goal in the '90s is simply to survive.

"I'm an independicus dinosaurius and I am damn near extincticus," he exclaimed.

The Sweet Life in Sugar Land

Sugar Land is the Texas that is thriving. The longtime home of Imperial "Pure Cane" Sugar is the center of building activity in Fort Bend County—a ziggurat of new rooftops rising among the pecan stands. In 1980, 130,000 people lived in the county; by 1990, there were 225,000; in another 30 years, forecasters predict 750,000 residents.

The Heatons—Stewart, Kari and their daughter, Juliann, 11—live in Pecan Grove Plantation, one of eight master-planned communities that now cover vast stretches of the county. They moved from the Los Angeles area a few years ago, and they find Texas a friendlier place—they never knew their neighbors before. They are also enjoying the bargains.

"Here we have a house with a lawn and big old pecan trees and on a golf course, at \$75 a square foot," said Stewart Heaton, vice president and general manager of Fluor Daniel Inc., the California-based engineering and construction firm that has moved 1,900 employees to Fort Bend. "In California, it's \$300 a square foot for a condominium. We can have a dog now." Heaton admits he still sometimes misses the benign California weather—especially during the drippingly humid East Texas summers—but events of late have forced him to rethink even that small longing. "I hear about the mud slides and earthquakes out there," he said, "and the occasional hurricane we get is a small price."

The rise of Fort Bend County does not necessarily portend the

"Here we have a house with a lawn and big old pecan trees and on a golf course, at \$75 a square foot. In California, it's \$300 a square foot for a condominium. We can have a dog now."

—Stewart Heaton, vice president, Fluor Daniel Inc., on living in Texas

The Heatons, from left, Stewart, Kari and Juliann, find Fort Bend County friendlier and less expensive than their former home, Los Angeles. With them is dog Harley.



decline of Houston, the nation's fourth largest city with 1.6 million people. But after the pounding of the '80s, Houston has had a long road to travel. Job growth lagged slightly behind the national rate last year, and a medical center—not the petroleum industry—is now Houston's largest employer. But as the promotional Greater Houston Partnership is quick to point out, the city still reigns as the energy capital of the United States, home to more than 5,000 energy-related firms.

What has happened in Houston to point the arrow toward Sugar Land is the same thing that has happened to other large American cities. Many of the urban neighborhoods have lost their luster, and longtime residents and newcomers are finding the low crime, good schools and minimal traffic of Fort Bend County an attractive alternative. Developer Les Newton, whose Sugarland Properties constructed the First Colony community, a red-brick enclave that alone has 35,000 residents, believes homebuyers were hungry for the strict "architectural controls" that shaped the project; Houston, in contrast, remains the only major American city that lacks zoning.

Fort Bend also happened to be in a perfect position to expand—possessing a sizable number of rare, vast untouched tracts of farmland and a certain geographic advantage. Traditionally, the southwest side of Houston toward Fort Bend has been the center for the city's white-collar firms, so it was natural they would eventually spread into the county, 20 miles from downtown. Eager county officials also worked to attract out-of-state interests with persuasive tax abatement programs and royal treatment.

"We are marketing ourselves as what we are," said Herbert Appel, president of the Greater Fort Bend Economic Development Council, "a good place for people who want an educated work force and a lifestyle that is family-oriented toward the expansion of business and not the persecution of business."

Appel, Newton and others have created what they call "a futuristic county", the most ethnically diverse county in Texas with a population that is 54 percent white, 21 percent black, 19 percent Hispanic and 6 percent Asian. It is a population with a median annual household income of nearly \$51,000. Recently, American Demographics Inc., using 1990 census data, declared Fort Bend the third fastest-growing white-collar "boom town" in America, trailing slightly behind the much smaller Douglas, Colo., and Fayette, Ga., which have a quarter of Fort Bend's population.

Not surprisingly, the next major project on the Fort Bend drawing board is a well-known emblem of economic arrival: Coming soon to the cotton fields is a huge regional shopping mall.

'Diversify' Is Watchword of the West

Five hundred miles and a world away in Midland, part of that lonesome stretch of brush and oil derricks that is West Texas, progress is measured in more modest increments. Even here, there is a California influence, albeit small. Desperate to attract businesses not connected to the oil industry, local officials in the past three years have succeeded in wooing four companies with California roots—a mulch grinder, an auto-ignition manufacturer,

a hospital supply company and Dean Albers's upscale horse barns.

Albers did not have to go very far when he looked for the welders he needed to construct portable metal barns that his company ships around the world. He had his pick, he said, of dozens of highly skilled but unemployed welders from the Midland oil fields. He needed only 10.

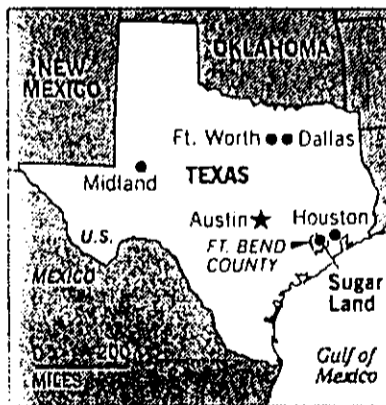
"We had thought about expanding into Albuquerque, Oklahoma, maybe even farther east into the Carolinas," said Albers, whose company, Barnmaster, is based in San Diego. "But they were more aggressive here than anyone else. They came to visit, they followed up a lot, they did a very good job of selling their town. In California, nobody seems interested, but here they are really on the ball."

Officials in this city of 100,000 feel they have little choice in the Texas of the '90s. Their watchword these days is "diversify." All the riches of the past—the bounty of drilling one of the richest oil preserves in the United States—mean little when oil prices are \$12 a barrel (compared with \$40 during the boom), when nine of 10 independent producers are gone and when it costs more now to dig deeper and extract less.

But if there is some sense of lost grandeur, of pared-back dreams in Midland and beyond, there is also in Texas today a renewal of the old optimism that all outsiders seem to expect from this indomitable state. The passage of the North American Free Trade Agreement will no doubt bring more prosperity from dealings with Mexico. San Antonio and Austin and the Rio Grande Valley will continue to thrive. Many more houses will be built in Fort Bend County and other aspiring locales.

And Texas will continue to produce what is expected of it, a fresh crop of Texas millionaires. In this incarnation, however, they will likely know more about computers than crude oil. According to Texas Monthly's annual list of the 100 richest people in Texas, the old names still abound—scions of fortunes made in oil and natural gas. But now there are also some new and telling entries; software developers, medical executives, even a salsa-maker.

"If you do make your fortune in Texas anymore, you'll do it largely by getting into high tech, not in the oil business," Hazleton said. "All you'll get from that anymore are people making small fortunes out of the large fortunes their daddies left them."





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THE AMERICAS / BIG AND BLUFF AND CHANGING

In New Texas, Computers Fuel the Rebound

By Sue Anne Pressley
Washington Post Service

SUGAR LAND, Texas — After 15 years of booms and busts and painful recovery, a new Texas is taking shape in the former cotton fields of Fort Bend County. This time, the emphasis is suits instead of boots.

Texans here live in big brick houses, surrounded by artificial lakes and pampered pansy beds and mechanical graders working daily to convert still more fields to tidy-residential parks. They have high-paying jobs, lots of children and 14 golf courses. Many of these Texans used to be Californians.

If the fortunes of Texas in the 1970s and '80s were chronicled through the ups and downs of

Houston, the Texas of the '90s is perhaps best explained through the explosive growth and emerging character of Fort Bend County.

Population surveys place this county of nearly 250,000 people third among the nation's fastest-growing white-collar addresses, and its rapid development reflects a trend that is likely to make Texas stronger, if more predictable, in years to come.

Some things will never be the same in this big, bluff state. There were the glory years, when oil reigned, men with collars on their palms and working-class origins commanded fat paychecks, and the future of a shrewd Texan seemed limitless.

Then came the lean years of the

'80s, when the frenzied combination of an oil bust, a real estate crash and a second oil bust devastated many a spirit and bank account in just five years.

In what some might view as typical Texas fashion, however, the state economy has made a smart rebound, shifting from oil, natural gas, cotton and cattle to the more sober and perhaps more stable endeavors of the future, the computer and service industries.

And in a fortuitous twist, the state's highly publicized fall contributed nicely to its resurgence. Because of its earlier troubles, the cost of doing business in Texas has been considerably lower than the national average; a fact employed successfully by state and local offi-

cials working overtime to sell the state's outsize virtues.

The results have been convincing. Much of the rest of the nation is still recovering from the 1990-91 recession that Texas never experienced. Each year since 1990, Texas has been the fastest growing of the 10 most populous states, both in people and jobs. In a recent 12-month period it gained 180,000 jobs, as many as California lost.

Last week, demographers with the U.S. Census Bureau predicted that sometime this year, Texas (pop. 18,031,484) will outstrip New York (pop. 18,197,159) to become the nation's second most populous state behind California.

But every gain has its price. As Texas shifts from its long dependence on natural resources to a new focus on human resources — and the business, health and recreation services they can provide — the state that has always prided itself on its uniqueness is not so different anymore.

"Texas now looks like the rest of the country so much more than we ever did before," said Fred Hertz, director of the Center for Business and Economic Analysis at Texas A&M University and editor of a monthly newsletter on the state economy.

"We're unique, maybe, because we're a younger and growing population, more ethnic," he said, "but if you look at our economy, can you


really tell when you leave and go to Los Angeles? You think of ourselves as different to those myths. But if you and I, they are gone."

Of course, any attempt to redefine the Texas coastline with the fact that really not one state but five.

For every Austin, now second behind California's Valley in the number of related jobs, there is a Midland, West Texas city, the central oil town with its Petroleum and the place young George Bush got his start. A wildcat four decades job-growth rate last year scant three-tenths of 1 percent the same time. Austin is growth rate of 6.3 percent above the national average.

The rise of Fort Bend does not necessarily portend a decline of Houston, the fourth largest city with 1.1 million people. But after the post-'80s, Houston has been road to travel. Job growth slightly behind the nation last year, and a medical center not the petroleum industry. Houston's largest employer is a monthly newsletter on the state economy.

"Houston Partnership is energy capital of the United States," he said, "but if you look at our economy, can you

 The University of Texas Medical Branch at Galveston
Fort Bend County Utilization
1994

<u>Patients</u>	<u>Hospital Charity</u>	<u>Physician Charity</u>	<u>Total Charity</u>
0-25% FPL	444,832	111,208	556,040
25-100%FPL	768,131	192,033	960,164
100-175% FPL	1,155,129	288,782	1,443,911
>175% FPL	914,662	228,666	1,143,328
TOTALS	3,282,754	820,689	4,103,443

• FPL = Federal Poverty Level

The University of Texas Medical Branch at Galveston
Fort Bend County Utilization
1994

	<u>Hospital</u>	<u>Physician</u>	<u>Total</u>	<u>Contract</u>
<u>Patients</u>	<u>Charity</u>	<u>Charity</u>	<u>Charity</u>	<u>Share</u>
0-25% FPL	444,832	111,208	556,040	148,129
25-100%FPL	768,131	192,033	960,164	255,788
100-175% FPL	1,155,129	288,782	1,443,911	
>175% FPL	914,662	228,666	1,143,328	
TOTALS	3,282,754	820,689	4,103,443	403,917

- FPL = Federal Poverty Level
- County Share Calculated at 33% of Hospital Charges Only

The University of Texas Medical Branch at Galveston
Fort Bend County Indigent Care Contract

Contract Cost

- \$300,000/Year Based on Average of 1992, 1993, & 1994.

Contract Benefits

- Ability to budget, county charity care expenses, due to the contract ceiling - no matter how high the actual costs.
- Access to inpatient and outpatient specialty services at UTMH for all residents regardless of ability to pay.
- \$300,000 for Hospital Charity Services of \$3,282,000 and Physician Charity Services of \$ 820,000
\$4,102,000

15. CONSIDER APPROVING THE FOLLOWING AGREEMENTS FOR INDIGENT HEALTH CARE:
(1) HERMANN HOSPITAL; (2) POLLY RYON MEMORIAL HOSPITAL:
- Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the following agreements for Indigent Health Care:
- (1) Hermann Hospital
(2) Polly Ryon Memorial Hospital
16. CONSIDER INCREASING VOLUNTEER ARSON INVESTIGATORS FROM 6 TO 10 FOR FIRE MARSHAL:
- Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to increase volunteer arson investigators from 6 to 10 for Fire Marshal as presented by Vance Cooper, Fire Marshal's Office.
17. CONSIDER APPROVING REQUEST FOR 2 EMPLOYEES FOR TAX ASSESSOR/COLLECTOR TO BE PAID FOR BY TNROC FEE FOR 1995:
- Marsha Gaines requested two additional employees to implement the new emissions program.
- No Court action.
18. CONSIDER THE FOLLOWING FOR THE SHERIFF'S DEPT.:
- (1) AMENDING BUDGET IN THE AMOUNT OF \$18,000 FOR UTILITIES AND GROCERIES:
- See agenda #5.
- (2) APPROVING FUNDING OF BAILIFF INSTRUCTOR TRAINING FROM COURT SECURITY FUND #149:
- Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve funding of bailiff instructor from Court Security Fund #149 not to exceed \$1,300 as presented by Holman Gregory, Sheriff Department. Funds from Court Security Fund #149.
19. CONSIDER ADOPTING RESOLUTION OPPOSING DREDGING NEAR TOWN OF THOMPSONS:
- Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to adopt resolution opposing dredging near Town of Thompsons.
20. CONSIDER APPROVING SECURITY PERSONNEL FOR THE ALTERNATIVE SCHOOL:
- Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize hiring one deputy for Constable Pct 1 for the Alternative School along with regular Constable duties effective first pay period in 1995 as presented by Dennis McAfee, Juvenile Detention. Funds from contingency.
21. CONSIDER AMENDING PCT. 3 ROAD & BRIDGE BUDGET BY INCREASING FEES & SERVICES BY \$60,343 FROM ROAD & BRIDGE FUND BALANCE, AND DECLARE AN EMERGENCY:
- Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to amend Pct. 3 Road & Bridge budget by increasing fees & services by \$60,343 from Road & Bridge fund balance, and declare an emergency.

RECESS:

Recessed at 10:15 a.m.



BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

County Attorney

FORT BEND COUNTY, TEXAS

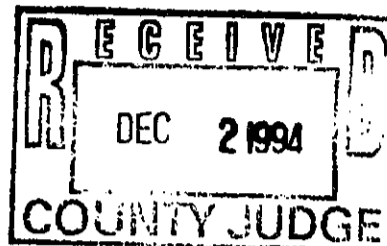
agenda

15/1

AREA CODE 713
341-4555
FAX (713) 341-4557

December 2, 1994

The Honorable Roy L. Cordes, Jr.
County Judge
Fort Bend County, Texas



RE: Agreement with Hermann Hospital and Agreement with
Polly Ryon Memorial Hospital

Dear Judge Cordes:

This office has prepared the two enclosed duplicate agreements for Indigent Health Care and Order. The Agreements between the County and Hermann Hospital, and the County and Polly Ryon Hospital are identical to the ones signed last year.

Please call if you need more information.

Very truly yours,

Portia Poindexter

Portia Poindexter
First Assistant County Attorney

PP:la/hermpoly.let/2750
Enclosures

cc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
J. R. Hardin, Indigent Care Coordinator

**ORDER AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN FORT BEND COUNTY AND
HERMANN HOSPITAL**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 13 day of December, 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes, Jr. be, and he is hereby, authorized to execute **Agreement between Fort Bend County and Hermann Hospital**, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND
HERMANN HOSPITAL**

THIS AGREEMENT, by and between FORT BEND COUNTY (hereinafter referred to as the "**County**"), a body corporate and politic, acting herein by and through its duly authorized and empowered, Commissioners' Court and HERMANN HOSPITAL (hereinafter referred to as "**Provider**"), acting herein by and through its duly appointed officers

WITNESSETH:

THAT WHEREAS, Chapter 61 of the Texas Health and Safety Code cited as the Indigent Health Care and Treatment Act (the "**Act**") provides for emergency assistance, i.e., trauma services, to each eligible resident of said **County** who does not reside in the area that the hospital has a legal obligation to serve; and,

WHEREAS, Hermann Hospital Trauma Services are exempt from Chapter 262 of the Texas Local Government Code cited as the County Purchasing Act because it is the only source of such services.

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, the **County** and **Provider** agree as follows:

It is understood and agreed between the parties that the primary purpose of this Agreement is to retain **Provider** so that the **County** meets all requisite requirements as set forth in the Texas Indigent Health Care and Treatment Act.

I.

A. **Provider** agrees to provide trauma services to eligible screened Fort Bend County residents.

B. The **Provider** agrees to include eligible recipients in its utilization review process while the patient is hospitalized.

II.

A. The County, by and through its Fort Bend County Indigent Health Care Program, agrees to reimburse the Provider for County screened eligible recipients at the following rates:

- | | |
|------------------------|-----------------------|
| 1. Inpatient Services | 72% of Billed Charges |
| 2. Outpatient Services | 72% of Billed Charges |

III.

A. The Provider shall provide at least one physician who must be present at all times.

B. The Provider shall provide a sufficient nursing staff to provide care to the volume of indigent patients.

C. Provider agrees to keep patient records and make reports to County as may be required by the Act.

IV.

A. Notwithstanding the foregoing, if for any reason the Texas Department of Human Resources determines that the County has not met the requirements of the Texas Indigent Care and Treatment Act, the County shall have the right to terminate this Agreement at any time thereafter or the County may, at its sole discretion, give Provider an opportunity to correct the non-compliance as determined by the Texas Department of Human Resources so as the County would qualify under the said Act.

B. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby, unless in the

opinion of the **County** or **Provider** the purposes of this Agreement have been rendered useless.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, this Agreement cannot be assigned without prior written consent of the **County**.

D. This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto, passed or promulgated by the United States of America, the State of Texas, or any authorized representative or agency of any of them.

E. Each party represents and warrants to the other that this Agreement is binding upon and enforceable against such party.

V.

A. **Provider** will indemnify, hold harmless, defend and exempt the **County** its officers, agents, servants, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incident to the performance of this Agreement and arising directly or indirectly out of the negligent acts, errors or omissions of **Provider**, its officers, agents, servants, subcontractors or employees; provided, however, that **Provider** shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act of the **County**, its officer, agents, servants or employees.

B. **Provider's** duty to defend, indemnify and hold the **County** harmless shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed to by the **County** in writing. The provisions of this section shall survive the termination of this Agreement.

C. In this regard, **Provider** shall timely report all such matters to the **County** upon the receipt of any such claim, demand, suit, action, proceeding, lien of judgment and shall, not later than the fifteenth (15th) day of each month, provide the **County** with a written report on each such matter covered by this paragraph and setting forth the status of each matter, the scheduled or planned proceedings with respect to each matter and the cooperation responsible to third parties (i) pro rata for the **County's** share of any damages arising if both the **County** and **Provider** are found negligent, and (ii) for any damages arising from negligence determined to have been caused solely by the **County**; provided, however, **Provider** shall indemnify, defend, and hold the **County** harmless from any claims or causes of action which assert that the **County** acted negligently in awarding this Contract to **Provider**.

VI.

A. In the performance of work or services hereunder, **Provider** shall be deemed an independent contractor, and any of its employees, agents, associates or servants, performing work required hereunder shall be deemed solely as employees, agents, associates or servants of **Provider** or, where permitted, of its subcontractors.

B. **Provider** and its employees, agents, associates or servants, shall not, by performing work pursuant to this contract, be deemed to be employees, agents or servants of the **County** and shall not be entitled to any of the privileges or benefits of **County** employment.

VII.

This Agreement will be effective from the date of the last signature hereto through December 31, 1995. The Agreement may be terminated by the **County** for any reason if the **Provider** is given thirty (30) days written notice of the **County's** intent to terminate the Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

Fort Bend County, Texas

By: Roy L. Cordes, Jr.
Roy L. Cordes, Jr.
County Judge

Date: 12/13/94

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

Hermann Hospital

By: Melinda H. Perrin
Melinda H. Perrin
Chairman of the Board and
~~Chief Executive Officer~~

APPROVED AS TO FORM: 2/13/95

[Signature]
OFFICE OF GENERAL COUNSEL

Date: 2-13-95

Auditor's Certificate

I hereby certify that funds are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Grayless
Robert Grayless
County Auditor

89 0091
2/15

AS PER ORIGINAL

RECEIVED
DEC 30 1994
JUDGE



Sam L. Steffee, FACHE
Executive Director
Chief Executive Officer

Roy L. Cordes, Jr.
County Judge
Fort Bend County
P. O. Box 368
Richmond, Texas 77469

1705 Jackson Street
Richmond, Texas 77469
713-341-4811

An affiliate of
The Methodist Health Care Network

December 27, 1994

Dear Judge Cordes:

Attached is the fully executed agreement between Fort Bend County and Polly Ryon Memorial Hospital for indigent care services for the period ending December 31, 1995.

Sincerely,

Sam L. Steffee
(SLS)

Sam L. Steffee, FACHE
Executive Director
Chief Executive Officer

SLS/vyd

Attachment

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND
POLLY RYON MEMORIAL HOSPITAL**

THIS AGREEMENT, by and between FORT BEND COUNTY (hereinafter referred to as the "**County**"), a body corporate and politic, acting herein by and through its duly authorized and empowered, Commissioners' Court and POLLY RYON MEMORIAL HOSPITAL (hereinafter referred to as "**Provider**"), acting herein by and through its duly appointed officers

WITNESSETH:

THAT WHEREAS, TEX. HEALTH AND SAFETY CODE, §61.001, et seq., (VERNON 1992) the Indigent Health Care and Treatment Act (the "**Act**") provides for the provision of hospital services by Counties to each eligible resident; and,

WHEREAS, this Agreement is authorized by TEX. REV. CIV. STATS. ANN. art. 644-4, the Professional Services Procurement Act, (Vernon 1993 Supp.); and,

WHEREAS, **Provider** desires to provide hospital services to screened, eligible recipients of the Fort Bend County Indigent Health Care Program and to include eligible recipients in its utilization review process.

NOW, THEREFORE, in consideration of the mutual promises and representation herein contained, the **County** and **Provider** agree as follows:

It is understood and agreed between the parties that the primary purpose of this Agreement is to retain **Provider** so that the **County** meets the requirements set forth in the Texas Indigent Health Care and Treatment Act.

I.

A. **Provider** agrees to provide hospital services to eligible screened Fort Bend County residents. (Group A Eligible Recipients).

B. The **Provider** agrees to include eligible recipients in its utilization review process while hospitalized.

II.

A. The **County**, by and through its Fort Bend County Indigent Health Care Program, agrees to reimburse the **Provider** for **County** screened eligible recipients at the following rates:

- | | |
|------------------------|-----------------------|
| 1. Inpatient Services | 72% of Billed Charges |
| 2. Outpatient Services | 72% of Billed Charges |

III.

A. The **Provider** shall provide sufficient staff to provide care for the anticipated volume of indigent patients.

B. **Provider** agrees to keep patient records and make reports to **County** as may be required by the Act and requested in writing by **County**.

IV.

A. Notwithstanding the foregoing, if for any reason the Texas Department of Human Resources determines that the **County** has not met the requirements of the Texas Indigent Care and Treatment Act, the **County** shall have the right to terminate this Agreement at any time thereafter or the **County** may, at its sole discretion, give **Provider** an opportunity to correct the non-compliance as determined by the Texas Department of Human Resources so that the **County** does thereafter qualify under said Act.

B. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or

circumstances shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby, unless in the opinion of the **County** or **Provider** the purposes of this Agreement have been rendered useless.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, this Agreement cannot be assigned without prior written consent of the **County**.

D. This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto, passed or promulgated by the United States of America, the State of Texas, or any authorized representative or agency of any of them.

E. Each party represents and warrants to the other that this Agreement is binding upon and enforceable against such party.

V.

A. **Provider** will indemnify, hold harmless, defend and exempt the **County** its officers, agents, servants, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incident to the performance of this Agreement and arising directly or indirectly out of the negligent acts, errors or omissions of **Provider**, its officers, agents, servants, subcontractors or employees; provided, however, that **Provider** shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act of the **County**, its officer, agents, servants or employees.

B. **Provider's** duty to defend, indemnify and hold the **County** harmless shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed to by the **County** in writing. The provisions of this section shall survive the termination of this Agreement.

C. In this regard, **Provider** shall timely report all such matters to the **County** upon the receipt of any such claim, demand, suit, action, proceeding, lien of judgment and shall, not later than the fifteenth (15th) day of each month, provide the **County** with a written report on each such matter covered by this paragraph and setting forth the status of each matter, the scheduled or planned proceedings with respect to each matter and the cooperation responsible to third parties (i) pro rata for the **County's** share of any damages arising if both the **County** and **Provider** are found negligent, and (ii) for any damages arising from negligence determined to have been caused solely by the **County**; provided, however, **Provider** shall indemnify, defend, and hold the **County** harmless from any claims or causes of action which assert that the **County** acted negligently in awarding this Contract to **Provider**.

VI.

A. In the performance of work or services hereunder, **Provider** shall be deemed an independent contractor, and any of its employees, agents, associates or servants, performing work required hereunder shall be deemed solely as employees, agents, associates or servants of **Provider** or, where permitted, of its subcontractors.

B. **Provider** and its employees, agents, associates or servants, shall not, by performing work pursuant to this contract, be deemed to be employees, agents or servants of the **County** and shall not be entitled to any of the privileges or benefits of **County** employment.

VII.

This Agreement will be effective from the date of the last signature hereto through December 31, 1995. The Agreement may be terminated by the County for any reason if the Provider is given thirty (30) days written notice of the County's intent to terminate the Agreement. The Agreement may be terminated by the Provider for any reason if the County is given thirty (30) days written notice of the Provider's intent to terminate the Agreement.

VI.

In the event of termination of this Agreement, for whatever reason, County shall have no responsibility for any expenses incurred with Provider after the date of termination, save and except for expenses incurred pertaining to eligible recipients admitted with Provider prior to the termination of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

Fort Bend County, Texas

By: *Roy L. Cordes, Jr.*

Roy L. Cordes, Jr.
County Judge

Date: 12/13/94

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

Polly Ryon Memorial Hospital


By: *Sam L. Steffee*

Sam L. Steffee
President
Chief Executive Officer

Date: 12/27/94

Auditor's Certificate

I hereby certify that funds are available to pay the obligation of Fort Bend County within the foregoing Agreement.



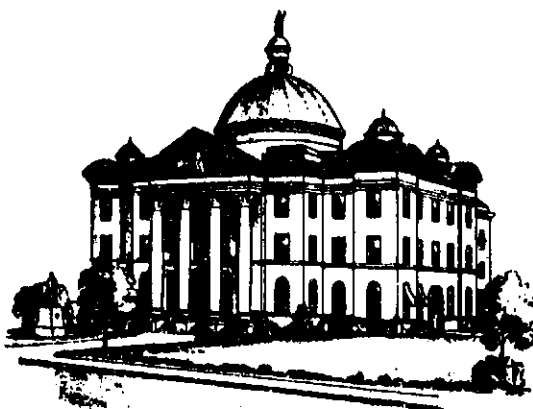
Robert Grayless
County Auditor

PP:la/polyryon.agr/2750(113094)

GAT

89 0098 16
AS PER ORIGINAL

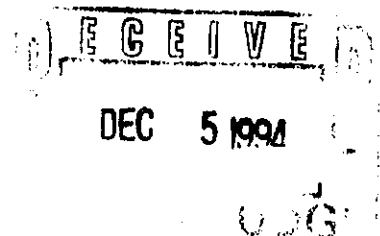
GARY A. TILTON
Fire Marshal



P.O. BOX 205
RICHMOND, TEXAS 77406-0205
(713) 341-4429

STATE OF TEXAS
COUNTY OF FORT BEND

MEMORANDUM



TO: Commissioners' Court
FROM: Gary A. Tilton *GAT*
DATE: December 2, 1994
RE: Volunteer Investigators

We respectfully request your approval to increase our volunteer investigators from six to ten volunteers.

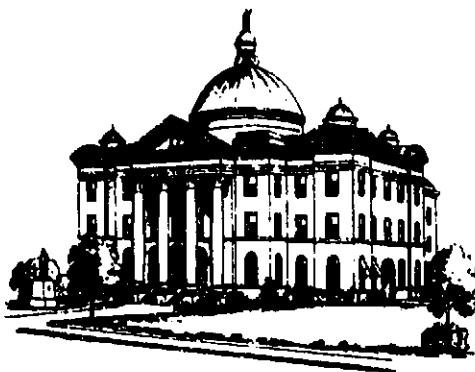
Your approval will be greatly appreciated.

GAT:lb

89 0099/6

AS PER ORIGINAL

GARY A. TILTON
Fire Marshal /
Safety Director



P.O. BOX 205
RICHMOND, TEXAS 77469
(713) 341-4429

 COUNTY OF FORT BEND

TO: Commissioners' Court
FROM: Gary A. Tilton
DATE: December 12, 1994
RE: Volunteer Investigators

Following is additional information for your consideration for the increase of volunteer investigators as requested.

The approval of the increase of the volunteer investigators from six to ten would help cover more of the 24 hour shifts for on call scene investigations.

The increase of volunteer investigators would help relieve the full time investigators from on call scene investigations which requires comp time. This would allow the full time investigators to conduct more follow up investigations.

Quality applicants are few, and few are willing to volunteer their time to do investigations.

The increase of volunteer investigators would be of minimal expense.

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P.O. Box 399 Richmond, Texas 77406-0399
(713) 341-3710 Fax (713) 341-9267

M E M O R A N D U M

TO: County Judge Roy L. Cordes, Jr.
FROM: Marsha P. Gaines, Tax Assessor/Collector
SUBJECT: Request for Additional Employees
DATE: November 28, 1994

Please place the following item on the December 6, 1994, Commissioner Court Agenda:

Consider and approve a request for 2 employees paid for by TNRCC fee for 1995.

If you have any questions please call my office.

MPG/pkw

cc: Commissioner R. L. "Bud" O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
County Attorney Bud Childers
✓County Clerk Dianne Wilson
County Auditor Robert Grayless

STATEMENT: EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.

REQUEST FOR ADDITIONAL EMPLOYEES TO VERIFY EMISSIONS CERTIFICATES

ESTIMATED NUMBER OF VEHICLES REGISTERED IN FORT BEND COUNTY
FOR 1995 WILL BE 204,000. ESTIMATE HALF OF THESE VEHICLES WILL BE
VERIFIED ON EVEN YEARS AND HALF ON ODD YEARS.

102,000 ANTICIPATED NUMBER OF EMISSION CERTIFICATES YEARLY.

x .50 FEE FOR VERIFYING EACH CERTIFICATE.

\$51,000.00 ESTIMATED TOTAL COLLECTION FOR 1995.

REQUEST FOR TWO EMPLOYEES ONE IN RICHMOND AND ONE IN SUGAR LAND.

YEARLY COST OF TWO EMPLOYEES.

\$29,692.00 SALARY

7,800.00 INSURANCE

2,078.44 RETIREMENT

2,271.44 SOCIAL SECURITY

861.07 UNEMPLOYMENT/WORKERS COMP.

\$42,702.95 TOTAL ESTIMATED EXPENSES FOR SALARIES IN 1995.

AN ANNUAL REPORT WILL BE KEPT ON THE NUMBER OF CERTIFICATES COLLECTED AS
WELL AS THE NUMBER DENIED TO BE AUDITED BY THE STATE. WE ARE THE POLICING
AGENCY.

89 0102
8/2



R. GEORGE MOLINA
Sheriff
FORT BEND COUNTY

December 8, 1994

Hon. Roy Cordes, Jr.
County Judge
309 South Fourth Street, 7th Floor
Richmond, Texas 77469

Dear Judge Cordes:

Enclosed is an application for a specialized course to train instructors in the area of Court Security. In our continuing effort to provide the best security measures for the Courts, I would like to send Sergeant Mike Patton of the Gus George Academy and Deputy Erik Stankus of the Bailiff Staff to attend this training. They, in turn, will be able to train all current and future Bailiffs in this specialized field.

I am requesting that Commissioner's Court approve the payment of the registration fee (\$350.00 per Deputy) and per diem for both Deputies from the Court Security Fund #149. The balance of fund #149 as of this date is about \$74,000.00. The total amount requested for the 50 hours of training, housing and meals for both Deputies will not exceed \$1300.00.

The attached letter from Judge Thomas Stansbury is included in support of this request.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

H. C. Gregory
H. C. Gregory
Chief Deputy - Administration

CC: Commissioner R. L. "Bud" O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts

1410 RANSOM ROAD RICHMOND, TEXAS 77469

Administration: 341-4615 • Criminal Investigations: 341-4686 • Patrol: 341-4606 • Jail: 341-4635



COURTROOM SECURITY SPECIALIST® -INSTRUCTOR CERTIFICATION COURSE-

COURSE LOCATION: *Dallas County Sheriff's Department*
Dallas, Texas

COURSE DATES: January 23-27 1995 0900 - 1700 hrs**

COURSE PROFILE: *The Dallas County Sheriff's Department in cooperation with the POLICE/CORRECTIONS TRAINING DIVISION of Mace Security International are hosting and have scheduled a Courtroom Security Specialist® - Instructor Course in Dallas, TX. on the dates of January 23-27, 1995. This intensive five day (50 hour) instructor level certification course is designed and developed for those agencies desiring to train an instructor and teach the highly effective Court Security Specialist® basic course or receive additional training in some of the most progressive techniques and equipment being utilized in the field today.*

Topics Covered in the Program Include:

- Recognition of Potentially Violent Persons
- Use of the **Incident Confinement and Resolution System® (ICAR®)** for maximized response.
- Extensive Training in Courtroom Use of Force situations, various emergencies and use of O.C. **PEPPERFOAM®** limited contamination agent, Bean Bag Gun and other specialized equipment
- Emergency Response Belt®** Techniques & Tactics, for control, restraint and isolation of violent persons including; juveniles, Emotionally Disturbed Persons (EDP) and family members
- Weapon Retention Techniques/Rapid Immobilization Tactics
- Confined Area Suspect Control & Restraint Techniques will be conducted with realistic situations and scenarios in a courtroom setting
- Threat Recognition and Management for High Risk Court Personnel, Physical Security Considerations, Security Plan and Policy Development, and Proper Documentation Procedures

TUITION: \$350.00 inclusive of: instructor course manual, *Emergency Response Belt® Pak*, *PEPPERFOAM®* live & inert units, course materials and instructor certification.

****The Course includes two evening training sessions in working courtrooms.**

- OVER PLEASE -

P.O. Box 679, 160 Benmont Avenue, Bennington, VT 05201 USA
1-802-447-1503 • Fax: 1-802-442-3823 • WATS: 1-800-255-2634

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BLANCHE

- PLEASE REGISTER THE FOLLOWING FOR THIS COURSE-
Courtroom Security Specialist - Instructor, January 23-27, 1995, Dallas, Texas

Name _____ Rank _____

Department _____

Address _____

City/Town _____ State _____ Zip _____

Phone (____) _____ Fax (____) _____

-Tuition \$350.00 - Method of Payment-

CHECK _____ PURCHASE ORDER# _____

VISA/MC/AMEX _____ EXP. DATE _____

SIGNATURE _____

-Make Check Payable to and/or Fax or Mail to-
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P.O. Box 679
Bennington, VT 05201

QUESTIONS CALL THE MSI TRAINING DIVISION @ 1-800-828-8626



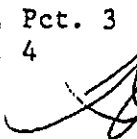
THOMAS O. STANSBURY

JUDGE, 328TH DISTRICT COURT
FORT BEND COUNTY COURTHOUSE
RICHMOND, TEXAS 77469

(713) 342-3411

December 7, 1994

TO: Roy Cordes, County Judge
Bud O'Shieles, Commissioner, Pct. 1
Grady Prestage, Commissioner, Pct. 2
Alton Pressley, Commissioner, Pct. 3
Bob Lutts, Commissioner, Pct. 4

FROM: Thomas O. Stansbury 

RE: Funding for Courtroom Security Course

Holman Gregory has provided me with information regarding the course being offered by Mace Security International on the subject of courtroom security. The program appears to be a good one which will qualify the participants to train other officers locally. I support the participation by our sheriff's department.

I am informed that you will be requested to release funds to allow two officers to attend this course. If you feel that would be an appropriate expenditure, please consider making the funds available.

RESOLUTION

A RESOLUTION REQUESTING THE DEPARTMENT OF THE ARMY, GALVESTON DISTRICT, CORPS OF ENGINEERS TO DENY CESWG-CO-RS, PERMIT APPLICATION-20122 TO THE EXTENT THAT SAID PROJECT WOULD JEOPARDIZE THE CITY OF THOMPSONS AND ITS RESIDENTS AS TO FLOODS AND THE THREAT OF FLOODS FROM THE BRAZOS RIVER.

WHEREAS, the Town of Thompsons has suffered damage, and the threat of damage, from flooding from the Brazos River in 1991-92 and 1994; and

WHEREAS, the Town of Thompsons has been participating in projects with Fort Bend County, the State of Texas and Federal agencies to maintain the current elevation of the land adjacent to the Brazos River to mitigate, as much as possible, the flooding of the town; and

WHEREAS, Randy Turner, CSB Asphalt Company, Inc. of 5730 Old Alvin Road, Rosharon, Texas 77583, has made Permit Application -20122 to allow dredging of the Brazos River adjacent to property within the Town of Thompsons' Extraterritorial Jurisdiction (ETJ); and

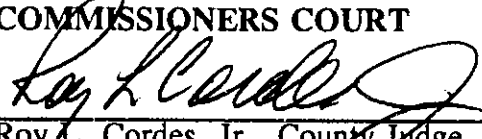
WHEREAS, any dredging on this side of the Brazos River would weaken the base, increase the area exposed to the hydraulics of the river, and accelerate the natural erosion of said riverbank and lower the natural elevation of said riverbank (the land adjacent to the river being higher than the surrounding land) and thereby put the Town of Thompsons in greater harm's way from flooding; and

WHEREAS, The Corps of Engineers has jurisdiction over the Brazos River and over permit Application Number CESWG-CO-RS, Permit Application-20122.

NOW THEREFORE, BE IT RESOLVED BY FORT BEND COUNTY, TEXAS, that Fort Bend County respectfully requests that the Department of the Army, P.O. Box 1229, Galveston, Texas 77553-1229 deny application 20122 for any portion of dredging on the Thompsons side of the Brazos River, or any dredging that would result in any harm to the Town of Thompsons and/or its residents.


ADOPTED this 13 day of Dec., 1994.

FORT BEND COUNTY
COMMISSIONERS COURT



Roy L. Cordes, Jr., County Judge

ATTEST:



Dianne Wilson, County Clerk

RECONVENE:

Reconvened at 10:36 a.m.

22. CONSIDER ADOPTING A REVISED CLASSIFICATION & COMPENSATION PLAN FOR FORT BEND COUNTY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to adopt a revised Classification & Compensation Plan for Fort Bend County effective on employee's anniversary date as presented by Dianne McWethy, Director of Administrative Services and Julane Tolbert, Assistant Human Resources Director.

23. CONSIDER APPROVING COUNTY RETIREMENT PLAN OPTIONS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to maintain current County retirement plan.

24. CONSIDER AMENDING PUBLIC NUISANCE ABATEMENT ORDER ADOPTED BY COMMISSIONERS COURT ON 11-1-94:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to amend Public Nuisance Abatement Order adopted by Commissioners Court on 11-1-94 as presented by Jeff Garrett, Health Department.

25. CONSIDER APPROVING THE FOLLOWING FOR FORT BEND FLOOD CONTROL WATER SUPPLY CORP.:

(1) REVISED PROJECT BUDGET; (2) APPLICATION TO TEXAS WATER DEVELOPMENT BOARD FOR ADDITIONAL PROJECT FUNDS:

Moved by Commissioner Prestage, Seconded by Commissioner Lutts, duly put and carried, with Commissioner O'Shieles abstaining, it is ordered to approve revised project budget and application to Texas Water Development Board for additional project funds in the amount of \$6,850,000 to be paid beginning in 1996 as presented by Joe Allen and Cliff Kavanaugh, representing Fort Bend Flood Control Water Supply Corp.

26. AMEND BY-LAWS AND APPOINT MEMBERS TO THE FORT BEND COUNTY HEALTH FACILITIES DEVELOPMENT CORP.:

Postpone until December 20.

27. AMEND BY-LAWS AND APPOINT MEMBERS TO FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORP.:

Postpone until December 20.

28. CONSIDER RENEWING AGREEMENT WITH FORT BEND COUNTY HOUSING FINANCE CORP.:

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to renew agreement in the amount of \$10,000 with Fort Bend County Housing Finance Corp.

29. CONSIDER AMENDING CONTRACT WITH DEREK CONSULTING GROUP:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to amend contract and authorize a 60 day extension to Derek Consulting Group through March 31, 1995 to be prepared by the County Attorney and signed by the County Judge.

Richard Selleh
Fort Bend County
Director of Human Resources
P.O. Box 326
Richmond, Texas 77406-0326
(713) 341-8617

MEMORANDUM

TO: Roy L. Cordes, Jr., County Judge
Commissioners Court

FROM: Julane Tolbert, Assistant Director
Human Resources Department

SUBJECT: Implementation of Proposed Salary Administration Program

DATE: December 8, 1994

BACKGROUND

Representatives of the Human Resources Department, Treasurer's Office, Auditor's Office and Management Information Systems met as a committee December 7, 1994 to discuss alternative methods for implementing the salary administration program recommended by Trace Consultants, as discussed in the workshop session December 6, 1994.

RECOMMENDATION

It is the recommendation of the committee that salary changes become effective as employee anniversary dates occur throughout 1995. On an employee's anniversary date, the employee will be eligible for the adjustment resulting from the Trace study, plus a merit increase as defined by the Trace study. In practice, for 1995, the County's payroll system will operate using the existing salary structure, while phasing in the new job coding system and structure.

The employee status changes as recommended by Trace Consultants, related to exempt/non-exempt status and 45/40 hour work week assignment, should be implemented effective January 1, 1995. The current coding system can accommodate these changes immediately, with minimum modification.

In its analysis of the implementation recommendation, the committee identified the following pros and cons associated with the recommendation:

Pros

1. The burden of data entry associated with a one-time implementation would be distributed over the year. The committee estimates ten weeks of data entry time is required to implement this project. This burden impacts the Human Resources Department and Treasurer's Office.
2. The audit burden associated with a one-time implementation is distributed over the year. This burden impacts the Auditor's Office, Treasurer's Office, Human Resources, Management Information Systems and individual employee departments.

3. The burden of making check error corrections and responding to associated employee inquiries is distributed over the year. This burden impacts the Treasurer's Office, the Auditor's Office, Management Information Systems and individual employee departments.
4. The programming support required of Management Information Systems, estimated to be six to nine weeks, can be accomplished in a timeframe that would accommodate other scheduling requirements of the department.
5. The committee believes that employees will understand and accept this method of implementation, because it parallels the current merit increase system.
6. The County set a precedent for this method of implementing classification changes with the 1994 budget year implementation of salary increases in the Library. The Library renamed affected positions effective January 1, 1994, but salary changes did not occur until the employee anniversary date.

Cons

1. Salary changes for all employees will not become effective immediately at January 1, 1995. However, this is not an alternative that can be implemented in any scenario.
2. Testing of the new salary structure can be accomplished only for a portion of the employee population, because of the distribution of anniversary dates over the year. This is not a significant problem because all job codes can be adequately tested prior to final conversion from the existing salary structure to the new structure.

If you have questions regarding these recommendations, please call me at 341-8631.

xx: Robert Grayless, County Auditor
Kathy Hynson, County Treasurer
Mary Shemanski, Director of Management Information Systems
Dianne McWethy, Director of Administrative Services
Trace Consultants, Inc.

Richard Selleh
Fort Bend County
Director of Human Resources
P.O. Box 326
Richmond, Texas 77406-0326
(713) 341-8617

MEMORANDUM

TO: All Elected Officials and Department Heads

FROM: Julane Tolbert, Assistant Director
Human Resources Department

SUBJECT: Revised Classification and Compensation Plan

DATE: December 14, 1994

On December 13, 1994 Commissioners Court approved a revised classification and compensation program for Fort Bend County, based on recommendations from the recently completed study by Trace Consultants, Inc. Enclosed for your reference is a copy of the recommendations, as adopted by Commissioners Court.

The program is effective January 1, 1995. Commissioners Court approved implementation as follows:

On an employee's 1995 anniversary date of hire, the employee will be eligible for any adjustment resulting from the Trace study, plus a merit increase as defined by the study.

Employee status changes as recommended by the study, related to exempt/non-exempt status and 45/40 hour work week assignment will be implemented January 1, 1995.

In order to fully explain the operation of the new program and explain the details of implementation, Human Resources staff will conduct orientation sessions for elected officials, department heads and key personnel responsible for implementing the program. These two-hour sessions will be limited to ten participants. All of the meetings will be conducted in Elections Central on the sixth floor of the Travis Building. Please call Human Resources at 341-8617 to reserve seating at one of the following times:

Monday, December 19, 1994, 8:30 a.m. - 10:30 a.m., this session is reserved for the following departments: Road and Bridge Precincts, Drainage District and County Engineer

Tuesday, December 27, 1994, 9:00 a.m. - 11:00 a.m. , or 1:30 p.m. - 3:30 p.m.

Wednesday, December 28, 1994, 9:00 a.m. - 11:00 a.m. , or 1:30 p.m. - 3:30 p.m.

Thursday, December 29, 1994, 9:00 a.m. - 11:00 a.m. , or 1:30 p.m. - 3:30 p.m.

If you have any questions regarding the schedule, please call me at 341-8631. Thank you for your participation in this major project of the Human Resources Department. Your patience with the process has been very much appreciated.

Enclosure

1/22

SALARY ADMINISTRATION MANUAL

**GUIDELINES FOR ADMINISTERING
THE COMPENSATION PROGRAM OF
FORT BEND COUNTY, TEXAS**

EFFECTIVE JANUARY 1, 1995

PREFACE

The purpose of this manual is to provide elected officials and department heads with an overview of the Fort Bend County Salary Administration Program and with guidelines for ensuring fair and equitable salaries.

Although this manual establishes the overall framework within which to administer the Salary Program, each department has the responsibility for effecting fair and equitable salary decisions while controlling salary costs within established budgets.

It is the policy of Fort Bend County to administer this program fairly and provide equal treatment to employees regardless of race, religion, ethnicity, sex, age, national origin, disability, or veteran status. Each elected official and department head is responsible for administering salaries in accordance with this policy, in a consistent and impartial manner.

All employees of Fort Bend County serve at the pleasure of the elected officials or department heads for whom they work. No contract of employment exists between the County and any employee for any duration and the County may terminate the employment of any employee at any time, with or without notice, for any legal reason or for no reason.

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1. SALARY ADMINISTRATION PROGRAM OBJECTIVES

The development of Salary Administration Program objectives evolved through reference to established policy, survey of and discussions with elected officials and human resources administrators who have broad-range responsibilities and a knowledge of Fort Bend County's requirements in the areas of manpower and compensation. As a result, Fort Bend County has identified the following objectives for its Salary Administration Program:

- ◆ To attract and retain high caliber employees to provide accessible, quality public service to meet the changing needs of the individual and the community;
- ◆ To provide uniform, equitable and fair pay arrangements throughout the County organization, with no pay discrimination based on race, ethnicity, national origin, religion, sex, age or disability;
- ◆ To provide total compensation (combination of salary and benefits) that is competitive within the Fort Bend trade area, at a level the County can afford;
- ◆ To reward job experience/seniority and loyalty to the County;
- ◆ To establish a basis for measuring the relative value of positions within the County;
- ◆ To provide a systematic means for reviewing pay;
- ◆ To establish a procedure for communicating pay policies and practices to employees.

A written statement of Salary Administration Program Objectives provides Fort Bend County with workable criteria to:

- ◆ Evaluate its present program for compensating employees;
- ◆ Consider alternative courses of action if revisions in the present program are needed;
- ◆ Make periodic reappraisals of the program.

2. JOB DESCRIPTIONS

Purpose

The job description provides a summary of the purpose, essential duties, responsibilities and requirements of a job. It establishes a clear definition of the function and role of a job within the County.

A stated objective of the County's salary administration plan is to provide competitive compensation at a level the County can afford for all jobs. In order to match County jobs to comparable positions in the marketplace, it is necessary to know what jobs exist within the County and to know the duties and responsibilities associated with those jobs. Job descriptions provide the data necessary to accomplish this endeavor. Likewise, job descriptions provide the information necessary for evaluating jobs, to ensure that jobs comparable in value are placed in the salary structure relative to each other.

In addition to serving job evaluation needs, job descriptions serve as a personnel management tool for recruiting, selecting, and orienting employees, providing the information needed to compare a candidate's qualifications with the requirements for successful performance in a job. An employee new to a position may refer to a job description to quickly identify his or her essential job duties and responsibilities. For this reason, it is necessary to review and update the job description for any open position before recruitment and selection begins.

Job descriptions are also used as a training and development device. A comparison of the incumbent's skills and performance in a position with the job description is valuable in identifying areas for improved performance and goal setting or where additional training may be necessary.

Finally, job descriptions serve as a basis for performance evaluations. They provide the fundamental objectives against which an individual's performance is measured, and therefore, should be used as a reference tool during evaluation.

Job Description Guidelines and Procedures

Job descriptions should be factual explanations of County jobs. Therefore, they should be reasonably comprehensive, yet concise. They are not intended to simply be a list of duties. Rather, they should describe and define the essence and basic characteristics of each job, such as:

- ◆ Reporting relationships
- ◆ Primary purpose (nature and scope) of the job
- ◆ Fair Labor Standards Act status (exempt/non-exempt)
- ◆ Essential responsibilities
- ◆ Knowledge, skills, abilities and experience required
- ◆ Equipment used
- ◆ Key working relationships (external/internal contacts)
- ◆ Nature of supervision received
- ◆ Physical requirements
- ◆ Working Conditions

Each new job which should be documented on the County's job analysis questionnaire. Supervisors are responsible for the completion of this questionnaire whenever a new job is established or a job changes significantly in nature, scope and/or responsibilities. Before completing the Job Analysis Questionnaire for a job, the responsible individual should systematically and carefully think about the job. No attempt should be made to write job descriptions to fit a specific individual; only the job should be considered. The purpose of the job description is to provide information about the nature of the job itself. Outlined knowledge, skills and experience should reflect minimum requirements to perform the job and must withstand the test of "business necessity". The completed job analysis questionnaire, with signed supervisory review, is to be sent to the Human Resources Department for job evaluation and development of a written job description. The job analysis questionnaire will be submitted to the Employee Evaluation Committee at its next scheduled meeting for evaluation. The Human Resources Department will place the job in the salary structure, based on the Committee's evaluation and available market data, if appropriate. The Human Resources Department will then develop a written job description for all new jobs approved by Commissioners Court, send the draft description to the supervisor for review and suggestions for change, if necessary. New or revised job descriptions should be reviewed and approved by the elected official/department head, then sent to the Human Resources Department to be finalized.

3. JOB EVALUATION

Purpose

A key salary administration objective is to evaluate each County job to ascertain its internal value to the County and the external value as compared to the competitive labor market.

Job Evaluation Method

Fort Bend County uses a point factor method with market considerations for evaluating all jobs.

The Evaluation Process

Fort Bend County has identified and defined 9 factors, common to all jobs, and has weighted these factors to reflect their relative importance to the organization. Each weighted value is further broken down into degrees; each degree is defined and assigned a certain number of points. Jobs are evaluated factor by factor and measured against the factor definition scale. Then the degree in the scale which most nearly describes the factor in a particular job is selected. After all factors have been evaluated, the point values are totaled. The sum represents the point value of the job in question. The relative scores of two or more jobs indicate their relative value. It should be noted that jobs can fall into the same pay grade because they have the same relative total scores and yet be rated differently on each factor. In this way, unlike jobs can systematically be compared to one another with the final results reflecting the relative value of all jobs to the organization. (See Appendix C for a list of the County's factors.)

The Evaluation Committee

The Evaluation Committee is made up of employee representatives at or below the first-line supervisory level. No more than one employee from a department may serve on the committee at a time. Effective January 1, 1995, the Evaluation Committee will consist of five regular members and one alternate, from the following departments:

- ◆ Tax Assessor/Collector
- ◆ Sheriff
- ◆ County Judge
- ◆ Drainage District
- ◆ Library
- ◆ Management Information Systems (alternate)

A representative from the Human Resources Department will serve as facilitator of the committee meetings.

All committee members will be fully trained in the process and purpose of Fort Bend County's point factor system of job evaluation. The alternate will assume the role of member if a regular member is unable to attend and participate in a meeting.

The committee will meet four times per year (quarterly): January, April, July and October, with the day for each meeting determined by the Human Resources Department. Requests for job evaluation and/or re-evaluation will be considered at these quarterly meetings. The only exceptions will be new jobs which must be defined and filled because of externally-imposed time constraints (as in the case of a job authorized by a grant). Such instances may be designated as "emergency" cases by the Human Resources Department and may be taken to the Employee Evaluation Committee in a special meeting. This will be at the discretion of the Human Resources Department.

Criteria for Job Evaluation

Job evaluation is carefully conducted by the Evaluation Committee. Evaluation is guided by the following criteria:

- ◆ Evaluations are based on regular and continuous requirements, responsibilities, and conditions of the job when occupied by a fully qualified incumbent.
- ◆ The job is evaluated as it exists at the time of the evaluation, not as it was in the past or how it might change in the future.
- ◆ Only job requirements are considered in evaluating the job, not the individuals performing in the position. These requirements include:
 - ◇ Knowledge, Skills and Experience
 - ◇ Freedom to act independently
 - ◇ Accountability for decisions made
 - ◇ Impact of decisions
 - ◇ Supervisory responsibilities
 - ◇ External/internal contacts
 - ◇ Organizational reporting level
 - ◇ Work environment
 - ◇ Financial responsibilities

Evaluation Maintenance

Not less than every three years, a comprehensive review of all job evaluations will be have been undertaken by the Employee Evaluation Committee. During that time, the Human Resources Department, in conjunction with the Evaluation Committee and Commissioners Court, will review factors used for evaluation to ensure that they continue to support the pay philosophy of the County.

When the duties, responsibilities and/or requirements of a job change significantly, requests for re-evaluations will be considered, on a case by case basis. Justification for change in a job's evaluation must be presented to the Human Resources Department, with specific examples of how a job relates to a factor degree other than that originally assigned it. The request for re-evaluation will be presented by the Human Resources Department to the Evaluation Committee at the next scheduled quarterly meeting.

Periodically (not less than every three years), grade assignments and the complete internal hierarchy of jobs will be reviewed by the Human Resources Department. By this process, the County will ensure that competitive pay objectives are being met and that fair and equitable internal pay relationships are being maintained.

Competitive Pay Data

In keeping with the objective of paying salaries and benefits relative to those paid for similar work in the Fort Bend County trade area, it is Fort Bend County's practice to participate in and conduct salary surveys with organizations which compete with the County for employees and those with similar jobs (comparable public entities). It is on the basis of these surveys, along with studies of economic trends, that salary grade ranges are periodically adjusted.

Benchmark jobs are identified and chosen for survey purposes, considering the following criteria:

- ◆ Jobs should represent a cross section of the County.
- ◆ Jobs should contain multiple incumbents, where possible. Job families surveyed should include multiple levels, i.e. secretaries, clerks.
- ◆ Jobs of special concern at the time (i.e. those difficult to fill) should be surveyed.
- ◆ Jobs should provide a representative sampling of supervisory, technical and clerical jobs which are common to the competitive labor market (found in multiple organizations, across industry lines).

Benchmark jobs chosen for comparison should be reviewed each year to ensure they are relevant to the County's needs. In choosing benchmark jobs and when determining County matches to survey descriptions, department heads/elected officials should be consulted for their opinions and advice regarding positions of concern: (difficulty in filling open requisitions because of perceived low salaries or shortage of potential incumbents) and to determine valid matches to survey jobs. Job matches should be determined on actual job duties, skills and/or experience required of incumbents, outlined in the job description and compared to survey descriptions, and not on job titles or consideration of individuals holding the job.

A core of benchmark jobs should remain static from year to year to allow accurate comparison and analysis of market trends in that job family. Surveys for participation should be selected because they include some or all of these core benchmark jobs. Additional benchmark jobs will include those of current concern (because of salaries or shortage of qualified applicants) and will vary over time.

Surveys chosen for participation on an annual basis should meet the following criteria:

- have a consistent base of participants from year to year
- have clearly defined descriptions of survey jobs
- have jobs that the County can match to its benchmark jobs
- are appropriate to the County's hiring practices and recruiting area
 - * local surveys for most jobs
 - * regional surveys for those professional jobs which are recruited outside of the local employment marketplace
- include benefits and compensation information in addition to salaries (past/projected merit budget, general and structure adjustments, components of compensation, etc.)
- report number of incumbent matches and organizations reporting for each position

More than one survey should be used for comparison to County benchmark jobs to allow for valid analysis. Generally speaking, two to three surveys with jobs which match benchmark jobs are sufficient if they validate each other. In analyzing multiple surveys, each benchmark job should be listed on a spreadsheet, with County titles and reported salaries matched (individual and weighted average), compared to survey titles (noting survey used for each title), weighted average of these salaries, survey mean, median, high, low, first and third quartiles, and interquartile range average (if available). This information will be measured against previous years to determine market trends for the job and its family.

NOTE: Informal survey data collected by any County department other than the Human Resources Department will not be accepted or considered in market comparisons.

Salary Structure

Based upon a combination of internal and external measurements of job worth and contribution, each job is graded within a salary structure. The criteria used to evaluate a job are its contribution to the County in the areas defined by the factors and its position in the marketplace. By assigning a job to a range, we have recognized its value relative to the County, the employment market, and the skills and experience required to perform the function.

Based on internal evaluation, jobs are ranked from highest to lowest, grouped by numerical scores, and assigned to grade levels. The salary structure has been developed from a beginning midpoint, representative of the average market pay for jobs within the lowest grade. The salary range minimums and maximums for that grade level are developed by adding/subtracting a determined percentage from that midpoint. Concomitant midpoints are set at regular intervals from the beginning midpoint. The midpoints are referenced to existing market information to determine external comparability and jobs are placed within the structure to reflect both market and internal values.

4. SALARY RANGE STRUCTURE

Individual Ranges

Each grade's salary range consists of distinct reference points: a maximum, a mid-point, a minimum. Incumbents holding jobs in grades one through eight (1-8) are assigned to one of ten internal steps; movement through the steps generally reflects an individual's performance on the job, based on merit increases if authorized by Commissioners Court. Initial placement for incumbents whose salary falls within the established range will be at the step closest to (but not below) the incumbent's present salary. Incumbent salaries which fall below the range will be brought to grade minimum over time, as soon as is fiscally feasible. (See "Out-of-Range Rates" below.) Grades nine through fourteen (9-14) are divided into quintiles (fifths) which are range reference points only. Movement through the range depends upon performance/merit adjustments, if authorized by Commissioners Court.

The minimum of the range represents the least amount that the County will normally pay for a job assigned to that grade. Grade minimum through step two is the hiring rate for new employees meeting the job qualifications for non-exempt jobs. The hiring rate for exempt jobs is within the first quintile of the range.

The midpoint represents a pay level relative to market data for fully competent incumbents holding comparable jobs.

The maximum of the range represents the highest amount that the County will normally pay for a job assigned to that grade.

For grades nine through fourteen, which are divided into quintiles (fifths), the following reference points are those of the incumbent's salary compared to the grade midpoint (compa ratio).

- 1st quintile: 81.5% CR (Range Minimum) to 88.9% CR
- 2nd quintile: 88.9% CR to 96.3% CR
- 3rd quintile: 96.3% CR to 103.7% CR (Range Midpoint is in this quintile -- 100% CR)
- 4th quintile: 103.7% CR to 111.1% CR
- 5th quintile: 111.1% CR to 118.5% CR (Range Maximum)

Out-of-Range Rates

Out-of-range or "red circle" rates pertain to individuals who are receiving a salary above the maximum of the range for their grade. While overpayment is not usually the fault of the employee, and any reduction in rate is likely to appear unfair, the question of inequities involving all employees must be addressed. Moreover, the County has made a long-term commitment to keep these situations to a minimum and eliminate them over time.

"Green circle" salary rates are those which fall below the grade minimum. It is Fort Bend County's intention to bring these salaries into the range for the appropriate grade as soon as is fiscally possible.

Updating the Salary Structure

The salary structure will be reviewed annually for possible adjustment, based on current market data, CPI and inflation. Periodic salary surveys provide necessary competitive pay data to measure changes in salaries in the marketplace and, with consideration of the CPI, form the basis for adjusting salary ranges and/or placement of jobs within the structure. The Human Resources Department is responsible for initiating or participating in and analyzing surveys.

Final recommendations for salary structure adjustments are submitted to Commissioners Court by the Human Resources Department, as part of the formal budgetary approval process. When the Court approves a modification, the structure will be adjusted to reflect the amount authorized. Steps in grades one through eight will move and salaries in grades nine through fourteen will be increased by the authorized percentage. Incumbents will maintain their position in the grade (step or quintile), however.

Distribution of Salary Information

Department heads and elected officials need to know grade levels and salary ranges for each of the jobs in their departments. Employees need to know the grade and accompanying salary range of their present jobs, the mechanics of movement through the range, as well as possibilities for career advancement within their job family or the scope of their skills and experience.

Supervisors should be familiar with the philosophy, policies, objectives, and mechanics of this program so they can answer employee questions. If the supervisor is unable to answer a question, he/she should contact the Human Resources Department for an answer and report back to the employee.

5. INDIVIDUAL SALARY DETERMINATION

Starting Salaries

Jobs will be filled with applicants whose qualifications are at least equal to the minimum requirements for satisfactory performance (as determined by the current written job description). This does not preclude setting hiring preferences and choosing a candidate with higher qualifications than the minimums stated in the job description. Qualified new employees are normally paid at step one or two, or within the first quintile, (hiring rate) of the salary range to which the job has been assigned.

Where a new hire brings related experience and skills superior to those required for the job or has transferred from another County department and has experience directly related to the new function, he/she may be expected to perform the job competently from the date of hire. In these cases, the prospective employee's qualifications will be reviewed and the hire rate may be adjusted by the Human Resources Department, with Commissioners Court approval. In no case may a supervisor extend an offer above the grade's normal hiring rate or above the rate previously paid to an employee who has been transferred unless prior authorization has been obtained. Internal equity and potential salary compression should be considered before placing an individual new to a job in a step above that of the minimum rate.

When a new job is created, no salary offer may be extended to a potential incumbent until the job has been assigned to a salary grade and range, based upon recommendation by the Human Resources Department, and approved by Commissioners Court.

The Human Resources Department is authorized to approve personnel actions involving hiring, promotion, transfer or demotion up to grade midpoint. Requests for personnel actions above midpoint must be approved by Commissioners Court.

Re-hires

A person whose employment by the County is terminated for any reason shall not be rehired by the County at an increase in salary without Commissioners Court approval.

Movement Through Steps in Grade

Grades one through eight consist of (10) steps, representing an established monetary increment from one step to the next. Movement through steps in grade is generally reflective of an individual's performance within his/her job. Step advancement is ultimately based on the County's annual salary budget approved by Commissioners Court and determined by the County's ability to pay salary increases for the fiscal year.

Grades nine through fifteen are divided into quintiles (fifths), for hiring and reference points only. Movement through the assigned grade's range will be based upon merit increases, as authorized by the Commissioners Court.

Merit Increases

If authorized by Commissioners Court, a merit increase pool may be available to elected officials and department heads, as a percentage of each department's salary budget. Employees will be eligible for merit increase consideration at the beginning of the first pay period following the anniversary date of employment. No merit increases will be honored later than the third pay period after the anniversary date of hire. Employees with an anniversary date in the last payroll period of the fiscal year will be eligible for a merit increase at the beginning of the last payroll period in the fiscal year. Merit awards will be available to those employees whose performance is recognized as above average and will be limited to:

- one step in grade for employees in grades 1 through 8
- an average of 3.5% for employees in grades 9 and above

if authorized by Commissioners Court for the fiscal year.

Merit increases must be documented by an approved Fort Bend County Performance Appraisal. The performance review must be on file with the Human Resources Department prior to the effective date of the proposed merit increase.

Each department's allocation for merit increases (if authorized by Commissioners Court) will be taken from a pool of merit moneys, calculated at a percentage of the department's fiscal year salary line item (excluding elected officials' salaries), in an amount to be determined by Commissioners Court annually.

Authorized merit increases are reserved for those employees whose performance exceeds requirements and are separate and above authorized cost of living (general) increases.

Individual Employee Merit Increase Guidelines

Merit increases for employees in grades one through eight whose performance is rated as above average will be limited to one step in grade when the performance appraisal rating of "Exceptional" is recognized as such outside of the department. Supervisors who rate an employee's performance as "Exceptional" will attach supporting documentation from outside of the department, i.e. letters/memos of commendation or records of praise for the employee's performance from the public, other departments or outside agencies/organizations for whom the employee has provided service above and beyond that expected of the job.

Merit increases for employees in grades nine through fourteen will be determined by a combination of performance appraisal ratings and position within the salary range. Those with an exceptional performance rating (recognized as such, with supporting documentation, outside of the department) who are at the first or second quintile of the range will receive a greater percentage increase than would an employee with an exceptional performance rating who is at the fifth quintile of the range. This distribution is based on the philosophy that an employee in the first or second quintile is usually new to the job, would be learning more and working harder to "get up to speed" on the job (a steeper learning curve). An employee at the fourth or fifth quintile has usually been in the job for some years and the learning curve would be flatter. His/her exceptional performance is achieved without the added weight of learning the job.

Guidelines for exempt merit increases are based on a performance appraisal matrix, shown below. The following example assumes an authorized average merit increase of 3.5% of a department's exempt salaries (excluding elected officials).

Performance Rating	QUINTILE			
	1ST & 2ND	3RD	4TH	5TH
5.6-6.0	5.0	4.5	4.0	3.5
5.0-5.5	4.5	4.0	3.5	3.25
4.0-4.9	4.0	3.5	3.25	3.0
<4.0	0.0	0.0	0.0	0.0

Internal (Department) Promotions

In the case of a promotion within the department, the promoted employee will be placed in the new job's grade at a step which corresponds closest to (but may not exceed) the present salary plus 5%. If an internal department promotion results in a move of two grades, the resulting salary increase may not exceed 7.5%. A three-grade or more promotion could result in an increase of up to 10%. No promotion or series of promotions may result in salary increases of more than 10% per year.

PAY PRACTICES

Paydays

Payroll checks are issued 26 times per year (bi-weekly).

Work Week

Employees in all County departments, with the exception of the Sheriff's Department, will observe a forty-hour work week. Total compensation (wages and benefits) will be calculated on the basis of the forty-hour work week.

Overtime

Only those positions classified as non-exempt according to the Fair Labor Standards Act (FLSA) will be compensated for authorized hours worked over forty hours in a standard work week. Overtime compensation will generally take the form of compensatory time, granted at time and a half, with the exceptions of the Road and Bridge Precincts, the Engineering Department, the Emergency Medical Services (EMS) Department and the Drainage District. Only the non-exempt positions within these departments will receive overtime pay for hours worked over forty hours in a standard work week. For example, if a non-exempt employee works forty-one (41) hours in a work week, he/she will receive one and a half hours of compensatory time or pay (dependent upon the department). Paid time off (vacation, sick leave, holidays, compensatory time) or time off without pay will not count toward overtime; only hours actually spent on the job are used in calculating overtime compensation. Overtime compensation will be granted only if prior written consent to work overtime is given by a department head/elected official. Funds for overtime pay in the departments designated above must have been budgeted and be available in the department's budget line item 202. A non-exempt employee who works overtime without authorization is subject to disciplinary action, up to and including termination.

Positions exempt under FLSA will be determined on a case-by-case basis by the Human Resources Department, according to federal guidelines and local interpretation.

Other Compensation

In addition to an employee's salary, Fort Bend County provides further compensation in the form of:

- ◆ paid medical, life, accident and dental insurance premiums for employees
- ◆ subsidized dependent (family) hospitalization insurance
- ◆ a pre-tax deduction plan for dependent insurance coverage, dependent care and out-of-pocket medical expenses reimbursement
- ◆ workers' compensation insurance
- ◆ state and federal unemployment insurance; social security and Medicare matching
- ◆ an employee contribution (7%) and County matching (7%) retirement plan; employees are fully vested after 10 years of service
- ◆ retiree medical insurance benefits
- ◆ 12 paid holidays per year (subject to annual authorization by Commissioners Court)
- ◆ paid vacation *
- ◆ paid personal leave **
- ◆ paid bereavement ("emergency") leave of 3 days (for immediate family)
- ◆ paid time off for jury duty, subpoenaed witness duty or voting
- ◆ longevity pay, equivalent to \$5 per month for each year of service to the County
- ◆ deferred compensation plan
- ◆ credit union
- ◆ benefits continuation coverage (COBRA)

Vacation and personal leave will accrue at the same rate for all employees. Paid time off will accrue as follows.

VACATION: *

- ◆ One to sixty months of service -- 10 work days of paid time off, accrued at 6.67 hours per month
- ◆ Sixty-one to one hundred twenty months of service -- 12 work days of paid time off, accrued at 8 hours per month
- ◆ One hundred twenty-one to one hundred eighty months of service -- 15 work days of paid time off, accrued at 10 hours per month
- ◆ One hundred eighty or more months of service -- 20 work days of paid time off, accrued at 13.13 hours per month

PERSONAL LEAVE: ** Eight (8) days per year (accrued at 5.334 hours per month); no limit to amount that can be accrued

7. ADMINISTRATIVE RESPONSIBILITIES

Elected Officials and Department Heads are responsible for:

- ◆ Reporting significant changes in job content and revising job descriptions, as appropriate
- ◆ Recommending new hire salaries, within guidelines, for jobs under their supervision, subject to the approval process
- ◆ Communicating compensation guidelines to appropriate supervisors
- ◆ Communicating a fully reviewed performance assessment to subordinates
- ◆ Coordinating with the Human Resources Department on new jobs and proposed organizational or functional changes

ADMINISTRATIVE RESPONSIBILITIES (cont.)

The Human Resources Department is responsible for:

- ◆ Ensuring that current job descriptions for all jobs are prepared, reviewed, approved, and evaluated in a timely manner and are updated as necessary (A complete review of all job descriptions will be accomplished at least every three years.)
- ◆ Coordinating with elected officials and department heads on new positions and proposed organizational or functional changes
- ◆ Reviewing proposed individual salary increases
- ◆ Coordinating and directing salary survey participation
- ◆ Making timely recommendations concerning revisions to the salary structure and guidelines
- ◆ Keeping Commissioners Court informed about competitive compensation practices
- ◆ Maintaining job evaluation, salary and benefits records
- ◆ Consulting with elected officials and department heads, as appropriate, on compensation administration issues
- ◆ Ensuring that compensation actions comply with all applicable laws and regulations
- ◆ Monitoring compliance with established procedures, policies and plans
- ◆ Reviewing and analyzing annual salary planning
- ◆ Reviewing all changes in the salary structure, and recommending appropriate action to Commissioners Court
- ◆ Reviewing, updating and/or revising as necessary the salary administration program's written guidelines for the fiscal year, presenting exceptions or conflicts with the guidelines to Commissioners Court for review and action

ADMINISTRATIVE RESPONSIBILITIES (cont.)

Only Commissioners Court has the authority to:

- ◆ Grant final approval to all job evaluations
- ◆ Approve special salary adjustments
- ◆ Approve any out-of-range or "red circle rates"
- ◆ Approve any changes in the Salary Administration manual
- ◆ Resolve any exceptions to or conflict with the salary administration guidelines
- ◆ Approve annual salary budgets, changes thereto, or adjustments in the salary structure

JOB ANALYSIS QUESTIONNAIRE

GENERAL INSTRUCTIONS

This questionnaire is very important to the development of a job description for your position, so please answer each question completely and thoroughly. It is crucial to identify the essential duties and responsibilities of your job as you understand them and currently perform them. You should remember that it is your present job that is to be described and the final job description should be a "snapshot" of the job at this point in time. As changes occur, the description will be updated to reflect those changes. Describe the position as it **IS**, not as it should be or as you would like it to be or as it may be in the near future. Keep in mind that your answers should provide an accurate picture of the general nature and level of work being performed by a person assigned to this position.

Read through the entire questionnaire before answering any questions. If a particular question does not apply to your job, indicate so by writing "N/A" in the blank. Make certain that your answers are legible. If the space provided is not large enough for your comments, write on the back of the page.

If you have any questions, contact the Human Resources Department for assistance.

Employee Signature

Date

JOB ANALYSIS QUESTIONNAIRE

YOUR NAME _____ DATE _____

JOB TITLE _____ DEPT _____

WORK PHONE # _____ SOCIAL SECURITY # _____

IMMEDIATE SUPERVISOR'S:

NAME _____ TITLE _____ PHONE # _____

Is there a written job description for your job? ____ YES ____ NO

If yes, please attach a copy to your completed questionnaire.

BASIC PURPOSE:Give a brief, summary description of your job. This should include why your job exists.

What is the most important decision you make in the performance of your job?

Who else is involved in making or approving that decision?

What is the most serious error you could make in the performance of your job?

a. What would be the effect of such a mistake?

b. Who would be most likely to catch the error? ____ You ____ Your supervisor

Other: _____

Do you participate in formal short or long-range planning of programs, policies or objectives:

____ For your department

Example: _____

____ For other departments

Example: _____

DUTIES/RESPONSIBILITIES

(cont.)

CHECK (☑) ANY OF THE FOLLOWING RESPONSIBILITIES THAT ARE PART OF YOUR JOB.

- Collect fees; prepare deposits; balance money accounts (circle those that apply)
- Must personally reimburse the County for any shortages in collected fees
- Determine client eligibility for public funds or services
- Sign for equipment or uniforms issued (the cost of missing or damaged equipment/uniforms is deducted from your paycheck)
- Account for (balance, invest, invoice, manage A/P or A/R, enter to general ledger, etc.) County income/expenditures (Circle those that apply.)
- Prepare department payroll records
- Maintain department personnel records (time off, overtime, etc.)
- Prepare / assist with preparation of (circle one) the department's annual budget
- Monitor department budget and expenditures
- Recommend / authorize (circle one) department expenditures
- Research, order (input to the County's purchasing system), receive and/or inventory supplies. (Circle those that apply.)

LIST THE NUMBER AND JOB TITLES OF EMPLOYEES YOU SUPERVISE DIRECTLY

#	JOB TITLE
_____	_____
_____	_____
_____	_____

Check (☑) the responsibilities below that apply to your supervision of the above employees.

- Plan and schedule work; assign duties
- Set work priorities and standards for those supervised
- Check completed work
- Prepare and conduct performance appraisals
- Instruct and train
- Interview applicants and recommend / approve (circle one) new employees
- Recommend / approve (circle one) employee transfer/promotion
- Counsel to correct work-related problems
- Recommend / carry out (circle one) disciplinary action, up to and including termination

EDUCATION AND WORK EXPERIENCE

How long have you been employed by Fort Bend County? _____

How long have you held your present job? _____

What were your qualifications when you entered your current job? (This section deals with qualifications needed to perform acceptably in your position. Since you are currently performing the duties and responsibilities of this job, it is important to know the training and work background you brought to the job.)

EDUCATION: _____

WORK EXPERIENCE (what and how long) _____

SPECIAL TRAINING: _____

OTHER QUALIFICATIONS (Equipment proficiency, skills, specialized knowledge, certification, etc.)

Have the job requirements changed since you first started working in this job? ___ YES ___ NO

If so, what new skills have you had to learn? _____

If you were selecting a person to fill your position as it is now,

a) what kind of training, experience and/or education would be required?

b) Does your work require a license or certification? ___ YES ___ NO

If so, what is it and how is it obtained?

Is it a requirement of the job that you have earned this certification before being hired for the job?

___ YES ___ NO

EQUIPMENT USED

89 0141

Please (☑) check those of the following which are required to perform the essential functions of your job. Where necessary, list specific equipment used. Then check (☑) the box that best describes how often you use each piece of equipment.

	Daily	Weekly	Seldom
<input type="checkbox"/> Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Typewriter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Personal Computer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Computer Terminal - Mainframe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Telefax Machine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Calculator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Photocopier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Automobile:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personal <input type="checkbox"/> County <input type="checkbox"/>			
<input type="checkbox"/> Van or pick-up truck	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personal <input type="checkbox"/> County <input type="checkbox"/>			
<input type="checkbox"/> Heavy Equipment - please list	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<input type="checkbox"/> Specialized Equipment - please list	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<input type="checkbox"/> Weapon (describe type and purpose)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<input type="checkbox"/> Laboratory Equipment - please list	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<input type="checkbox"/> Medical Equipment - please list	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<input type="checkbox"/> Outside Maintenance Equipment - please list	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motorized <input type="checkbox"/> Manual <input type="checkbox"/>			
<hr/>			
<input type="checkbox"/> Cleaning Equipment and/or Supplies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Electrical Hand Tools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Camera	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Binding Machine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Cooking Utensils - please list	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Video Equipment (TV, VCR, Camcorder)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Audio Recording Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Answering Machine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> PBX or Telephone System Console	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other (list purpose and frequency)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONTACT WITH OTHERS

Indicate those with whom you have contact/communications on a regular basis by showing how often, how, and why you have contact with them. When determining "how" and "why", indicate the primary (list only one each) means and reason.

- HOW OFTEN:** S = Seldom, average of once a month or less.
 F = Frequent, average of once a week.
 M = Most of the time (daily)
- HOW:** W = Written correspondence, reports, etc.
 V = Verbal exchange either in person or on the telephone.
- WHY:**
1. Negotiate
 2. Persuade
 3. Provide service and/or information
 4. Exchange routine information
 5. Explain
 6. Provide instruction
 7. Establish and/or maintain relationship (i.e., sales, liaison)
 8. Other (explain)

<u>How Often</u>	<u>How</u>	<u>Why</u>	
_____	_____	_____	1. Co-workers within your department
_____	_____	_____	2. Other department employees
_____	_____	_____	3. General Public (citizens)
_____	_____	_____	4. Elected Officials
_____	_____	_____	5. Vendors/contractors
_____	_____	_____	6. Regulatory agency personnel
_____	_____	_____	7. Outside community organizations
_____	_____	_____	8. Other _____

PHYSICAL DEMANDS

89 0143

Indicate (☑) the physical activity required to perform your job and the frequency required for each:

O = Occasionally (once a week or less)

F = Frequently (at least one hour a day)

M = Most of the time (six hours or more each day)

Give an example of how or why each activity is required in the performance of your job.

Freq	Activity	Example
<input type="checkbox"/>	1. Stand	_____
<input type="checkbox"/>	2. Walk	_____
<input type="checkbox"/>	3. Sit	_____
<input type="checkbox"/>	4. Talk	_____
<input type="checkbox"/>	5. Listen	_____
<input type="checkbox"/>	6. Use of hands and/or fingers to grasp, handle, pick-up, pinch, type or feel	_____
<input type="checkbox"/>	7. Climb, balance	_____
<input type="checkbox"/>	8. Stoop, crawl, kneel, crouch	_____
<input type="checkbox"/>	9. Reach with hands or arms	_____
<input type="checkbox"/>	10. Lift or move, push or pull objects	_____
<input type="checkbox"/>	a. up to 10 pounds	_____
<input type="checkbox"/>	b. up to 25 pounds	_____
<input type="checkbox"/>	c. up to 50 pounds	_____
<input type="checkbox"/>	d. up to 100 pounds	_____
<input type="checkbox"/>	e. over 100 pounds	_____

Check (☑) all vision requirements that apply to your job on a regular daily basis. Give an example of why each is required.

- Close vision (clear vision at 20 inches or less) _____
- Distance vision (clear vision at 20 feet or more) _____
- Color vision (ability to distinguish and identify colors) _____
- Peripheral vision (ability to observe an area that can be seen up and down or to the left and right while eyes are fixed on a given point) _____
- Depth perception (ability to judge distances) _____
- Ability to adjust focus _____

Indicate any other special physical requirements that have not been already listed.

What are your normal hours of work? _____

What days of the week do you normally work? _____

WORK ENVIRONMENT

Check (☑) the items that best describe your daily working environment.

- 1. Private office
- 2. Cubicle
- 3. Open work area shared with other employees
- 4. Work area is open to the public to other employees
- 5. Crowded work area (small, cramped quarters)
- 6. Work is primarily performed out of doors on a regular basis
- 7. Primary work area is air conditioned/heated
- 8. Work is regularly performed away from the campus more than half the day
- 9. Work is regularly performed in a vehicle or on moving equipment
- 10. Other _____

Check (☑) those of the following that your job requires exposure to on a regular, daily basis.
Use the blank space to explain or give an example.

- 1. Work near moving mechanical parts _____
- 2. Work in high, precarious places _____
- 3. Fumes or airborne particles _____
- 4. Toxic or caustic chemicals _____
- 5. Outdoor weather conditions _____
- 6. Indoor extremes of hot or cold (i.e., in a kitchen, garage, etc.) _____
- 7. Risk of electrical shock _____
- 8. Risk of radiation _____
- 9. Vibration _____
- 10. Physical hazards from driving _____
- 11. Serious hazard or infection from exposure to communicable disease _____
- 12. Potential confrontation / use of deadly force _____

Indicate (☑) the noise level experienced on a regular basis in the performance of your job.

- 1. Very quiet (i.e. library)
- 2. Quiet (i.e., private office)
- 3. Moderate (i.e., noise from multiple business machines)
- 4. Loud (i.e., lawnmower)
- 5. Very loud (i.e, jackhammer)

Indicate any other conditions encountered regularly that you believe has an effect on the performance of your job.

SUPERVISORY REVIEW/COMMENTS

Report here any exceptions or additions to the information provide by the employee.

Which of the following describes the level of supervision, guidance or instruction this job requires? Do not evaluate the current employee but rather the job itself. Check (☑) only one.

- Works from specific instructions for required job, work is reviewed during and/or after completion.
- Works under general instructions, following established standards. Results are reviewed at completion of assigned job or project.
- Uses independent judgment within established guidelines; needs assistance only for unusual, non-routine situations.
- Works under broadly defined guidelines; uses independent judgment to determine standards to apply or adjust.
- Sets standards and establishes guidelines subject to organizational parameters.

What, in your opinion, is the minimum education requirement of the job as it now exists? Check (☑) the one that applies.

- 1. Less than a high school diploma
- 2. High school education or GED
- 3. 1- 2 years of technical school and/or specialized training in (indicate field) _____
- 4. 1 year of college
- 5. Associate's Degree in _____
- 6. Bachelor's Degree, with major in _____
- 7. Advanced Degree in _____
- 8. Certificate or license: _____

What, in your opinion, is the minimum related experience required for this position? Check (☑) the one that applies.

- 1. No related experience necessary
- 2. 6 months of related experience
- 3. 1 year of related experience
- 4. 2 years of related experience
- 5. 3 years of related experience
- 6. 5 years of related experience
- 7. 7+ years of related experience

SUPERVISORY REVIEW/COMMENTS

(cont.)

Indicate (☑) which of the following are required in the regular performance of this job.

- Computer and/or typing skills (minimum standard established for the position = ___ wpm)
- Working knowledge of spreadsheet, word processing, database, desktop publishing software
(circle those that apply)
- Verbal and written communication skills
- Interpersonal skills and ability to deal effectively with others
- Accounting or bookkeeping skills
- Management and supervisory skills
- Organizational skills
- Ability to complete assigned tasks within tight deadlines
- Ability to prioritize work: own / others' (Indicate which)

Please include any other comments you believe essential to fully understanding the scope of the position.

Supervisor's Signature: _____

Title: _____

Date: _____

JOB DESCRIPTION FORMAT

FORT BEND COUNTY JOB DESCRIPTION

89 0148

JOB TITLE:

JOB CODE:

DEPARTMENT:

DEPARTMENT #:

SUPERVISOR:

FLSA STATUS:

SUPERVISES:

JOB GRADE:

JOB SUMMARY:

ESSENTIAL DUTIES & RESPONSIBILITIES:

NOTE: The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

JOB TITLE:
DEPARTMENT:

89 0149

MINIMUM JOB REQUIREMENTS

a) Knowledge:

b) Experience:

c) Skills & Abilities:

d) Special Requirements:

e) Equipment Used:

CONTACTS:

SUPERVISION REQUIRED:

JOB TITLE:
DEPARTMENT:

89 0150

PHYSICAL DEMANDS:

WORK ENVIRONMENT:

Physical demands and work environment characteristics described are representative of those that must be met or are encountered by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

PREPARED BY: *trace consultants, inc.*

DATE:

APPROVED BY: _____

DATE:

FORT BEND COUNTY FACTORS

RESULTS / IMPACT

The effects of the job's responsibilities on the immediate function and within County operations; immediate or long-term effects of the job, measured by errors within and outside of the job's supervisory unit or department.

Results achieved support operations of the supervisory unit. Work errors are of minor significance.

Duties performed have direct impact on the mission of the supervisory unit or indirect impact on one or more supervisory units. Errors would be easily detected and corrected, with minor impact.

Duties performed have direct impact on the mission of the supervisory unit or small department, or indirect impact on one or more other supervisory units. Results are usually confined to one department. Error detection and correction require moderate effort, impacting the unit or department directly.

Results have direct impact on more than one supervisory unit or indirect impact on one or more departments. Effects of error may reach beyond the department/division and would require moderate to substantial time and money to correct.

Results have a direct impact on more than one department or very significant, but still indirect, impact on more than one department. Errors would affect other departments and would require significant time and expense to correct.

Results have a direct impact on a County-wide basis. Decisions greatly affect quality, accuracy or other major management considerations. Errors would require extensive time and expense to correct.

KNOWLEDGE / SKILLS

Level and type of knowledge, skills and abilities required to satisfactorily perform the tasks and duties of the job.

Requires understanding to carry out detailed but uninvolved written or verbal instructions, complete printed forms, make notes, perform routine mathematical calculations.

Requires understanding to carry out detailed instructions; deals with problems involving several variables.

Requires understanding of a specialized area unique to the job, usually acquired through vocational training; may require job-related certification.

Requires understanding of a system of inter-related procedures involving a technical proficiency usually gained through advanced vocational training; may require advanced or para-professional certification.

Requires knowledge and skills in a major field of study or proficiency in an area requiring a grasp of involved practices and/or scientific theory and principles (e.g., Accounting, Engineering), equivalent to that gained through the completion of a Bachelor's Degree.

Requires knowledge, understanding and proficiency gained through wide exposure, education and/or training in a specialized or technical field. Knowledge equivalent to the completion of a Master's Degree or a Bachelor's Degree plus advanced professional certification or licensing within the field.

Requires mastery of techniques, practices and theories gained through wide seasoning and/or special development. Requires ability to define problems, collect data, establish facts and draw conclusions in technically difficult situations or problems dealing with many variables. Knowledge equivalent to the completion of an advanced professional degree (e.g., Ph.D., M.D., J.D.)

EXPERIENCE

Amount of previous, directly-related job experience required to perform the job

No previous related experience required

One (1) year of related experience

Two (2) years of related experience

Three (3) years of related experience

Four (4) to five (5) years of related experience

Six (6) to seven (7) years of related experience

More than seven (7) years of related experience

COMMUNICATIONS

The level of internal and external communications, the impact of such communication/exchange, and the extent of communication in dealing with the general public

Communications are normally within the supervisory unit and confined to normal courtesy.

Communications involve exchange of routine information within the department.

Communications involve exchange of routine information with citizens or between departments.

Communications involve the exchange of factual information with citizens or agencies regarding services rendered. Exchanges information with other departments, subject to some interpretation and explanation.

Communications involve the procurement or presentation of difficult or complicated information which will have a major impact in determining services or actions; OR handles information across departmental boundaries which requires interpretation, judgment and/or sensitivity.

This level involves persuasion and negotiation in communications to reach a goal. Establishes or maintains effective communications with the general public regarding County operations or a County department as spokesperson for the department. Handles information involving the presentation of difficult or complicated information that will greatly impact actions taken by a major department or the County as a whole.

MENTAL EFFORT / COMPLEXITY

The level and type of initiative and concentration required to apply necessary knowledge to satisfactorily attain the job's goal or purpose

Requires the recall and application of simple or specific rules or procedures.

Requires the recognition of or distinction between the facts in a given situation and the subsequent selection and application of the appropriate procedure or technique.

Requires the evaluation of the facts in a situation to determine a course of action or to modify the actions being taken by others.

Requires analysis or interpretative thinking regarding more than one situation to develop solutions for problems or new programs and courses of action.

Requires creative and original thinking to develop solutions to unusual or major problems where decisions greatly affect quality, accuracy or other major management considerations.

SUPERVISORY RESPONSIBILITY

Responsibility for managing and supervising staff and functions.

No supervisory responsibility; instructs/assists fellow employees as needed.

May assume responsibility for work guidance of other employees within the work unit (e.g., lead worker; group leader).

Plans actions to be taken by a supervisory unit or participates in preliminary planning with other supervisory units. Checks work, participates in counseling, provides input to performance appraisal, ensures adherence to established policies and procedures (first-line supervisor).

Assigns problems to staff and provides direction regarding resolution and/or recurring problems. Provides supervision for office staff to include setting priorities, assigning work, performance appraisal, recommending staffing needs, recommending personnel actions. Responsible for recommendations and planning regarding department programs and policies.

Provides general direction to department staff involved with program planning and implementation (approves hires, terminations, and other employee actions). Responsible for recommendations and planning regarding programs and policies which have significant impact on County operations.

SUPERVISION RECEIVED

The independence of action afforded by the job parameters; the level of supervisory review

Tasks explained in specific written or verbal detail; supervisor reviews work during and at completion of assigned tasks.

Tasks/responsibilities are outlined or explained in general terms, allowing exercise of judgment regarding sequence of work. Supervisor reviews work at completion of project, day or a specific assignment.

Job duties/responsibilities are performed independently within established guidelines and procedures. Unusual or non-routine situations are referred to and handled by the supervisor.

Requires judgment to choose and/or adapt established guidelines and procedures for work with occasional technical advice from supervisor.

Requires the selection or development of methods and procedures to be used by others, within broadly-defined guidelines. Supervisor assigns problems in broad, general terms and is interested only in the overall results achieved.

Requires independent judgment and the ability to interpret a variety of elements. Responsible for attaining the general objectives of the job with only general supervisor direction. May develop policy.

FINANCIAL RESPONSIBILITY

Levels of responsibility regarding expenditures, disbursement, and/or moneys received.

Financial responsibility involves only the efficient and effective use of supplies and equipment.

Collects fees, makes change, balances and reconciles moneys received.

Signs for and is held financially accountable for equipment used.

Tracks/monitors department budget expenditures; requisitions supplies. May recommend equipment purchases and assist in budget preparation. May make eligibility decisions regarding client benefits.

Responsibilities include accounting for (recording, tracking) County-wide income and disbursements.

Prepares and administers department budget; responsible for all department income and expenditures.

Professional level responsible for systems accounting, auditing, approved investments and reporting of County funds.

WORKING CONDITIONS

The frequency and type of working conditions (environment) to which an employee is exposed in the conduct of essential job duties: surroundings, disagreeable elements, health or safety hazards, etc.

Works primarily in a climate-controlled, private office or cubicle environment, with rare exposure to accidents, safety or health hazards; quiet or moderate noise.

Work environment is open to department or public traffic, slightly dirty and/or involve infrequent (less than weekly) exposure to accidents or health hazards; moderate noise; essential duties may involve limited driving.

Work environment involves limited (e.g., weekly) exposure to disagreeable or undesirable elements (moving mechanical parts, fumes or airborne particles and/or outdoor weather conditions); moderate to loud noise; essential duties may involve daily driving in traffic.

Work environment involves daily exposure to disagreeable or undesirable elements: outdoor weather conditions, temperature extremes, moderate risk, and/or loud noise.

Work environment involves frequent and consistent exposure to several disagreeable elements or lost-time accidents. Exposure to potentially serious accidents which may result in disability.

Work environment involves frequent and consistent exposure to several disagreeable elements of high risk: risk of electrical shock, toxic or caustic chemicals, work in high and/or precarious places, work with explosives, risk of radiation; or continuous exposure to one element which is particularly disagreeable or which results in lost-time accidents. Frequent exposure to potentially serious accidents which may result in total disability or death.

JOB EVALUATION FORM

JOB EVALUATION

Department:

Date:

89 0162

Job Title:

Job Code:

<u>FACTOR</u>	<u>POINT VALUE ASSIGNED</u>
Results / Impact	_____
Knowledge / Skills	_____
Experience	_____
Communications	_____
Mental Effort/Complexity	_____
Supervisory Responsibility	_____
Supervision Received	_____
Financial Responsibility	_____
Working conditions	_____
TOTAL POINTS	_____

EVALUATED BY: _____

JOB EVALUATION

Department:

Date:

Job Title:

Job Code:

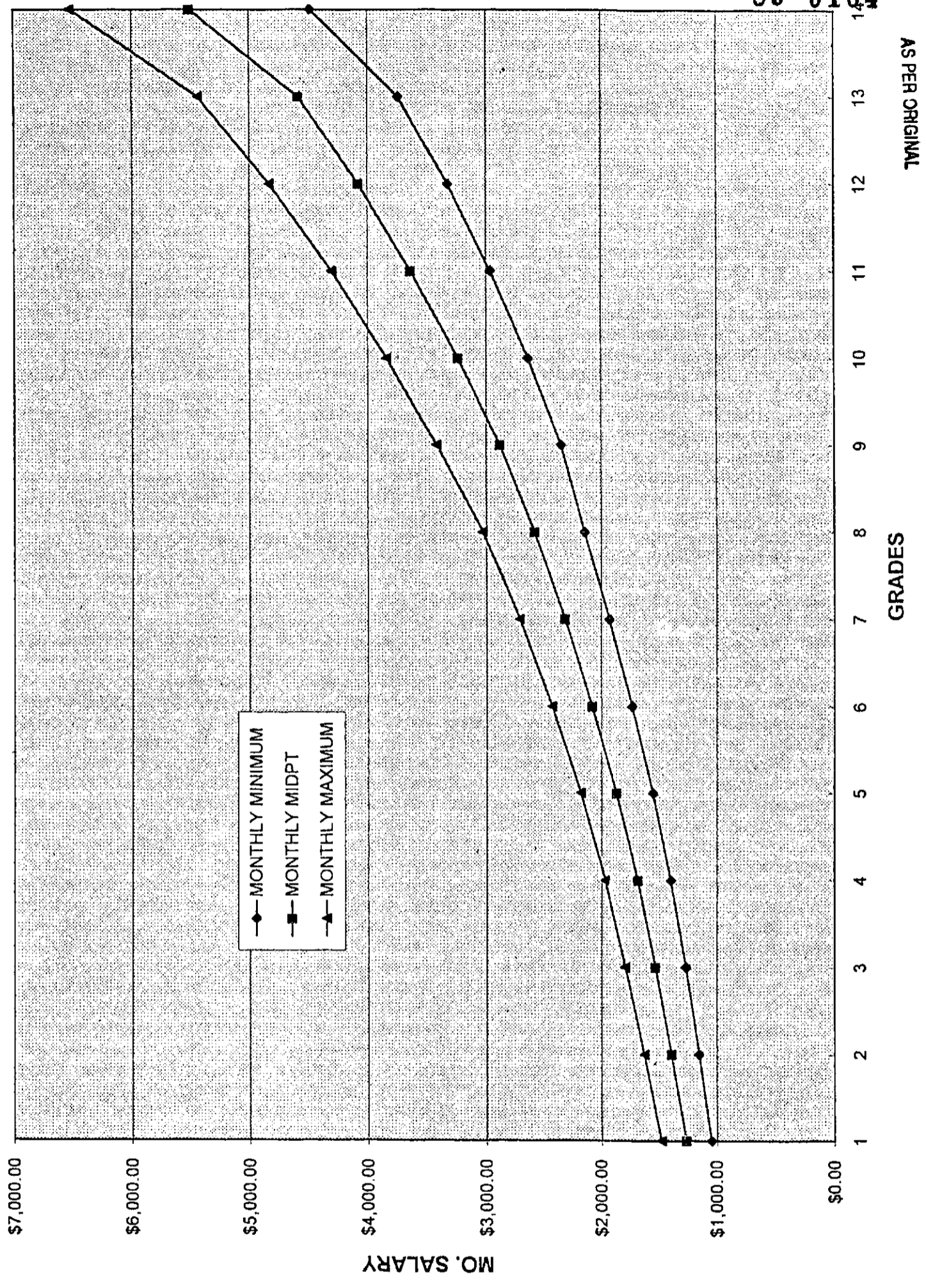
<u>FACTOR</u>	<u>POINT VALUE ASSIGNED</u>
Results / Impact	_____
Knowledge / Skills	_____
Experience	_____
Communications	_____
Mental Effort/Complexity	_____
Supervisory Responsibility	_____
Supervision Received	_____
Financial Responsibility	_____
Working conditions	_____
TOTAL POINTS	_____

EVALUATED BY: _____

FORT BEND COUNTY SALARY STRUCTURE

Placement of jobs within the Fort Bend County Salary Structure is based on the unique job duties and responsibilities performed within each County department; the titles in each salary grade reflect the evaluation of the position within the specific departments. A comparison of titles between grades within the salary structure is, therefore, not valid.

FORT BEND COUNTY SALARY STRUCTURE



12/5/94

PROPOSED STRUCTURE

GRD	HRLY		BI-WKLY		MONTHLY		ANNUAL		HRLY		BI-WKLY		MONTHLY		ANNUAL		RANGE SPREAD	+/- MIDPT	MDPT	PROGR						
	MIN		MINIMUM		MINIMUM		MINIMUM		MID		MIDPT		MIDPT		MIDPT						MAX	MAXIMUM	MAXIMUM			
1	\$6.05		\$483.89		\$1,048.43		\$12,581.14		\$7.29		\$583.00		\$1,263.17		\$15,158.00		\$8.53		\$1,477.91		\$17,734.86		40.96%		17.00%	
2	\$6.65		\$532.28		\$1,153.27		\$13,839.25		\$8.02		\$641.30		\$1,389.48		\$16,673.80		\$9.38		\$1,625.70		\$19,508.35		40.96%		17.00%	10.00%
3	\$7.32		\$585.51		\$1,268.60		\$15,223.18		\$8.82		\$705.43		\$1,528.43		\$18,341.18		\$10.32		\$1,788.27		\$21,459.18		40.96%		17.00%	10.00%
4	\$8.05		\$644.06		\$1,395.46		\$16,745.50		\$9.70		\$775.97		\$1,681.27		\$20,175.30		\$11.35		\$1,967.09		\$23,605.10		40.96%		17.00%	10.00%
5	\$8.94		\$714.90		\$1,548.96		\$18,587.50		\$10.77		\$861.33		\$1,866.22		\$22,394.58		\$12.60		\$2,183.47		\$26,201.66		40.96%		17.00%	11.00%
6	\$9.96		\$797.12		\$1,727.09		\$20,725.06		\$12.00		\$960.38		\$2,080.83		\$24,969.96		\$14.05		\$2,434.57		\$29,214.85		40.96%		17.00%	11.50%
7	\$11.11		\$888.79		\$1,925.70		\$23,108.45		\$13.39		\$1,070.83		\$2,320.13		\$27,841.50		\$15.66		\$2,714.55		\$32,574.56		40.96%		17.00%	11.50%
8	\$12.39		\$991.00		\$2,147.16		\$25,765.92		\$14.92		\$1,193.97		\$2,586.94		\$31,043.28		\$17.46		\$3,026.72		\$36,320.63		40.96%		17.00%	11.50%
9	\$13.56		\$1,084.99		\$2,350.82		\$28,209.80		\$16.64		\$1,331.28		\$2,884.44		\$34,613.25		\$19.72		\$3,418.06		\$41,016.70		45.40%		18.50%	11.50%
10	\$15.22		\$1,217.90		\$2,638.79		\$31,665.50		\$18.68		\$1,494.36		\$3,237.78		\$38,853.38		\$22.14		\$3,836.77		\$46,041.25		45.40%		18.50%	12.25%
11	\$17.09		\$1,367.10		\$2,962.04		\$35,544.52		\$20.97		\$1,677.42		\$3,634.41		\$43,612.91		\$24.85		\$4,306.78		\$51,681.30		45.40%		18.50%	12.25%
12	\$19.18		\$1,534.57		\$3,324.89		\$39,898.73		\$23.54		\$1,882.90		\$4,079.62		\$48,955.50		\$27.89		\$4,834.36		\$58,012.26		45.40%		18.50%	12.25%
13	\$21.58		\$1,726.39		\$3,740.51		\$44,886.07		\$26.48		\$2,118.27		\$4,589.58		\$55,074.93		\$31.38		\$5,438.65		\$65,263.80		45.40%		18.50%	12.50%
14	\$25.90		\$2,071.66		\$4,488.61		\$53,863.28		\$31.77		\$2,541.92		\$5,507.49		\$66,089.92		\$37.65		\$6,526.38		\$78,316.55		45.40%		18.50%	20.00%

89 0165

12/5/94

PROPOSED STRUCTURE

GRADE	STEP \$ AMT	MIN (BEGIN)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
	Step % Increase		4.096%	3.935%	3.786%	3.648%	3.520%	3.400%	3.288%	3.184%	3.085%	2.993%
1	\$42.95	\$1,048.43	\$1,091.38	\$1,134.32	\$1,177.27	\$1,220.22	\$1,263.17	\$1,306.11	\$1,349.06	\$1,392.01	\$1,434.96	\$1,477.91
2	\$47.24	\$1,153.27	\$1,200.51	\$1,247.76	\$1,295.00	\$1,342.24	\$1,389.48	\$1,436.73	\$1,483.97	\$1,531.21	\$1,578.45	\$1,625.70
3	\$51.97	\$1,268.60	\$1,320.56	\$1,372.53	\$1,424.50	\$1,476.46	\$1,528.43	\$1,580.40	\$1,632.37	\$1,684.33	\$1,736.30	\$1,788.27
4	\$57.16	\$1,395.46	\$1,452.62	\$1,509.78	\$1,566.95	\$1,624.11	\$1,681.27	\$1,738.44	\$1,795.60	\$1,852.76	\$1,909.93	\$1,967.09
5	\$63.45	\$1,548.96	\$1,612.41	\$1,675.86	\$1,739.31	\$1,802.76	\$1,866.22	\$1,929.67	\$1,993.12	\$2,056.57	\$2,120.02	\$2,183.47
6	\$70.75	\$1,727.09	\$1,797.84	\$1,868.59	\$1,939.33	\$2,010.08	\$2,080.83	\$2,151.58	\$2,222.33	\$2,293.07	\$2,363.82	\$2,434.57
7	\$78.88	\$1,925.70	\$2,004.59	\$2,083.47	\$2,162.36	\$2,241.24	\$2,320.13	\$2,399.01	\$2,477.89	\$2,556.78	\$2,635.66	\$2,714.55
8	\$87.96	\$2,147.16	\$2,235.12	\$2,323.07	\$2,411.03	\$2,498.98	\$2,586.94	\$2,674.90	\$2,762.85	\$2,850.81	\$2,938.76	\$3,026.72

89 0166

AS PER ORIGINAL

GRD	Bi-weekly Min	Mo. Min.	Annual Min.	Bi-wk Mid	Mo. Mid	Annual Mid	Bi-wk Max	Mo. Max	Annual Max	Rng Sprd	+/- MP
1	\$483.89	\$1,048.43	\$12,581.14	\$583.00	\$1,263.17	\$15,158.00	\$682.11	\$1,477.91	\$17,734.86	40.96%	17.00%
94 BLR Clerk		\$1,141.00	90.33%	\$1,158.00	91.67%						
94 HCA Office Clerk I (Jr)		\$1,217.00	96.35%	\$1,145.00	90.65%	Counter Clerk & Clerk I					
93 Mercer Clerk I		\$1,240.00	98.17%	\$1,203.00	95.24%	Clerk I					
94 BLR Recep/SB Operator		\$1,255.00	99.35%	\$1,388.00	109.88%	PBX Op/Receptionist/Clerk/Lead PBX Operator					
94 BLR Clerk/Typist		\$1,309.00	103.63%	\$1,383.00	109.49%	Clerk II					
		\$1,232.40	97.56%	\$1,255.40	99.39%						
0501 Building Maintenance Worker I		0030	County Library								
GRD	Bi-weekly Min	Mo. Min	Annual Min	Bi-wk Mid	Mo. Mid	Annual Mid	Bi-wk Max	Mo. Max	Annual Max	Rng Sprd	+/- MP
2	\$532.28	\$1,153.27	\$13,839.25	\$641.30	\$1,389.48	\$16,673.80	\$750.32	\$1,625.70	\$19,508.35	40.96%	17.00%
94 BLR Admin/Sr Clerk		\$1,321.00	95.07%	\$1,645.00	118.39%	Clerk III					
94 HCA Laborer (Unskilled)		\$1,325.00	95.36%	\$1,382.00	99.46%	Helper					
94 Matagorda Deputy Tax A/C (Auto)		\$1,331.00	95.79%	\$1,054.00	75.86%	Counter Clerk					
94 HCA Acct Clerk I (Jr.)		\$1,334.00	96.01%	\$1,432.00	103.06%	Acct Clerk II					
93 Mercer Clerk II		\$1,337.00	96.22%	\$1,356.00	97.59%						
94 HCA Acct Clerk II (Intermed)		\$1,342.00	96.58%	\$1,642.00	118.17%	Acct Clerk III					
94 HCA Receptionist (Front Desk)		\$1,383.00	99.53%	\$1,424.00	102.48%	Receptionist/Clerk					
93 Mercer Acctg Clerk I		\$1,393.00	100.25%	\$1,203.00	86.58%						
94 Matagorda Deputy County Clerk		\$1,401.00	100.83%	\$1,379.00	99.25%	Clerk II (more exp)					
94 Matagorda Deputy Dist Clerk		\$1,417.00	101.98%	\$1,479.00	106.44%	Clerk II					
94 BLR Gen Maint Worker		\$1,437.00	103.42%	\$1,947.00	140.12%	Bldg Maint Worker III					
94 BLR Jr. Acct Clerk		\$1,442.00	103.78%	\$1,338.00	96.29%	Acct Clerk I					
94 Matagorda Court Clerk (JP)		\$1,442.00	103.78%	\$1,499.00	107.88%	Clerk II					
94 FBC Clerk I		\$1,466.32	105.53%	\$1,048.65	75.47%						
94 HCA Switchbd Operator (Receptionist)		\$1,467.00	105.58%	\$1,216.00	87.51%	PBX Operator					
94 Matagorda Lt Equip Op		\$1,467.00	105.58%	\$1,401.00	100.83%	Lt Equip Op (45 hrs/wk)					
		\$1,394.08	100.33%	\$1,402.85	100.96%						
0000 Mechanic Helper			Road & Bridge Precincts								
0000 Utility Person			Road & Bridge Precincts								
0402 Field Technician I		0051	Drainage District								
0507 Light Equipment Operator/Bridge Crew I		0051	Drainage District								
0501 Building Maintenance Worker I		0033	Fairgrounds								
0301 Clerk I		0024	Constable Precinct 2			Administrative Support I - Constable 2					
0604 Clerk/Typist-Records		0027	Sheriff's Department			Administrative Support I - FBCSO Records					
0606 Receptionist		0012	District Attorney			Administrative Support I - Drainage					
0507 Light Equipment Operator I		0051	Drainage District								
0301 Clerk I		0050	Road & Bridge Precinct 4			Administrative Support I - R&B 4					
0606 Receptionist/Court Clerk		0299	CS&CD			Administrative Support I - CSCD					

GRD	Bi-weekly Min	Mo. Min	Annual Min	Bi-wk Mid	Mo. Mid	Annual Mid	Bi-wk Max	Mo. Max	Annual Max	Rng Sprd	+/- MP
3	\$585.51	\$1,268.60	\$15,223.18	\$705.43	\$1,528.43	\$18,341.18	\$825.35	\$1,788.27	\$21,459.18	40.96%	17.00%
93 Mercer Lead PBX Operator		\$1,511.00	98.86%	\$1,529.00	100.04%						
94 FBC Receptionist		\$1,524.97	99.77%	\$1,215.04	79.50%						
94 TECSS Instrument Tech (Surveying)		\$1,513.00	98.99%		0.00%						
94 BLR Sr. Acct Clerk		\$1,527.00	99.91%	\$1,694.00	110.83%	Acct Clerk III					
94 Matagorda R&B Secretary		\$1,550.00	101.41%	\$1,784.00	116.72%	Clerk III (45 hrs/wk)					
94 BLR Secretary A		\$1,555.00	101.74%	\$1,595.00	104.36%	Secretary/Admin Secretary					
94 Matagorda CID Secretary		\$1,567.00	102.52%	\$1,814.00	107.89%	Clerk/Typist					
94 FBC Accounting Clerk I		\$1,568.47	102.62%	\$1,202.91	71.55%						
94 FBC Communications Operator		\$1,570.02	102.72%	\$1,566.90	93.20%						
		\$1,542.94	100.95%	\$1,550.11	101.42%						
0303 Clerk I/Switchboard		0030	County Library			Administrative Support II - Switchboard (Library)					
0903 Computer Operator		0036	MIS								
0603 Clerk II/Receptionist-Clerk		0003	Tax Assessor/Collector			Administrative Support II - Tax A/C					
0603 Clerk II/Automobile		0003	Tax Assessor/Collector			Administrative Support II - Auto					
0301 Clerk I/Civil		0004	District Clerk			Administrative Support II - Dist Clerk Civil					
0602 Building Maintenance Worker II		0030	County Library								
0502 Field Technician II		0051	Drainage District								
0606 Receptionist/Clerk		0043	Engineering			Administrative Support II - Engineering					
0606 Receptionist/Clerk		0007	HR Department			Administrative Support II - HR					
0604 Clerk Typist-DPS		0065	Department of Public Safety			Administrative Support II - DPS					
0603 Clerk II		0034	EMS			Administrative Support II - EMS					
0603 Clerk II			Justice of the Peace Precincts			Administrative Support II - Justice of the Peace					
0606 Receptionist/Clerk		0018	Juvenile Probation			Administrative Support II - Juvenile Probation					
0606 Receptionist/Clerk		0029	Social Services			Administrative Support II - Social Services					
0606 Receptionist/Clerk		0048	Road & Bridge Precinct 2			Administrative Support II - R&B 2					
0603 Clerk II		0051	Drainage District			Administrative Support II - Drainage					
0603 Clerk II		0027	Sheriff's Department			Administrative Support II - Sheriff					
0604 Clerk/Typist-Detention		0027	Sheriff's Department			Administrative Support II - FBCSO Detention					
0501 Building Maintenance Worker I/Lead		0033	Fairgrounds								
0705 Secretary		0012	District Attorney			Administrative Support II - District Attorney					
0603 Clerk II		0014	Child Support			Administrative Support II - Child Support					
0805 Clerk III		0047	Road & Bridge Precinct 1			Administrative Support II - R&B 1					
0603 Micrographics Process Specialist II		0002	County Clerk			Administrative Support II - Co Clerk Micrographics					
0600 Community Service Aide		0031	County Health Department			Administrative Support II - Health					
0701 Kennel Officer		0037	Animal Control								
0807 Telecommunications Officer I		0027	Sheriff's Department								
0505 Health Van Driver		0029	Social Services								
0805 Clerk III A		0025	Constable Precinct 3			Administrative Support II - Constable 3					

GRD	Bi-weekly Min	No. Min	Annual Min	Bi-wk Mid	Mo. Mid	Annual Mid	Bi-wk Max	Mo. Max	Annual Max	Rng Sprd	+/- MP
4	\$644.06	\$1,395.46	\$16,745.50	\$775.97	\$1,681.27	\$20,175.30	\$907.89	\$1,967.09	\$23,605.10	40.96%	17.00%
94 HCA Office Clerk II		\$1,583.00	94.15%	\$1,610.00	95.76%	Clerk III					
94 FBC Secretary I		\$1,592.07	94.69%	\$1,423.42	84.66%						
94 FBC Clerk II		\$1,623.45	96.56%	\$1,369.92	81.48%						
93 Mercer Secretary		\$1,624.00	96.59%	\$1,574.00	93.62%						
93 Mercer Computer Operator		\$1,516.00	96.12%	\$1,832.00	108.96%						
94 HCA Secretary/Admin Asst I		\$1,658.00	98.62%	\$1,617.00	96.18%	Secretary					
94 BLR Computer Operator		\$1,659.00	98.68%	\$1,846.00	109.80%	Sr. Computer Operator					
94 Matagorda Dispatcher		\$1,669.00	99.27%	\$1,755.00	104.39%	Dispatcher - Jail					
94 FBC Computer Operator I		\$1,672.63	99.49%	\$1,788.42	106.37%						
94 BLR Executive Secretary		\$1,716.00	102.07%	\$2,007.00	107.54%	Administrative Secretary					
94 HCA Gen Maint Worker I		\$1,733.00	103.08%	\$1,408.00	75.45%	Bldg Maint Worker II					
94 BLR Payroll Clerk		\$1,756.00	104.44%	\$1,692.00	90.66%	Acct Clerk III					
		\$1,658.51	98.65%	\$1,657.34	98.58%						
0705 Secretary		0032	County Extension Service			Administrative Support III - Extension					
0504 PBX Operator		0038	Telecommunications								
0000 Lt. Equipment Operator II/Bridge Crew II		0051	Drainage District								
0804 Buyer		0053	Purchasing								
0705 Secretary		0018	Juvenile Probation			Administrative Support III - Juvenile Probation					
0805 Clerk III/Indirect Unit		0299	CS&CD			Administrative Support III - CS&CD Indirect Unit					
0705 Secretary		0023	Constable Precinct 1			Administrative Support III - Constable 1					
0705 Secretary		0031	County Health Department			Administrative Support III - Health					
0705 Secretary		0047	Road & Bridge Precinct 1			Administrative Support III - R&B 1					
1009 Communications Technician		0636	MIS								
0603 Clerk II		0029	Social Services			Administrative Support III - Social Services					
0705 Secretary		0036	MIS			Administrative Support III - MIS					
0606 Receptionist/Cashier		0299	CS&CD			Administrative Support III - CS&CD Cashier					
0000 Equipment Operator			Road & Bridge Precincts								
0603 Clerk II/Cashier		0004	District Clerk			Administrative Support III - Dist Clerk Cashier					
0603 Clerk II		0026	Constable Precinct 4			Administrative Support III - Constable 4					
0506 Receptionist/Secretary		0005	County Auditor			Administrative Support III - Auditor					
0603 Data Entry Clerk		0299	CS&CD			Administrative Support III - CS&CD					
0605 Library Clerk II		0030	County Library			Administrative Support III - Library					
0506 Cook		0009	Juvenile Detention								
0604 Clerk/Typist-Patrol		0027	Sheriff's Department			Administrative Support III - FBCSO Patrol					
0603 Clerk III/Civil		0004	District Clerk			Administrative Support III - Dist Clerk Civil					
0606 Receptionist/Clerk		0001	County Judge			Administrative Support III - County Judge					
0603 Clerk II		0012	District Attorney			Administrative Support III - District Attorney					
0604 Clerk/Typist-CID		0027	Sheriff's Department			Administrative Support III - FBCSO CID					
0805 Clerk III/Printer		0032	County Extension Service			Administrative Support III - Printer (Extension)					
0805 Clerk III		0044	Indigent Care			Administrative Support III - Indigent Care					
0603 Clerk III/Research		0003	Tax Assessor/Collector			Administrative Support III - Tax Research					
0603 Clerk III/Tax		0003	Tax Assessor/Collector			Administrative Support III - Tax					
0803 Building Maintenance Worker III		0008	Building Maintenance								

0603	Clerk III/Accounting Clerk	0003	Tax Assessor/Collector	Administrative Support III - Accounting (Tax)		
0903	Administrative Secretary	0036	MIS	Administrative Support III - MIS		
0604	Clerk/Typist-Fugitive Warrants	0027	Sheriff's Department	Administrative Support III - FBCSO Fugitive Warrants		
0805	Clerk III/Detention	0027	Sheriff's Department	Administrative Support III - FBCSO Detention		
0603	Clerk II	0050	Road & Bridge Precinct 4	Administrative Support III - R&B 4		
0603	Clerk II	0069	Elections Administration	Administrative Support III - Elections		
0803	Building Maintenance Worker III	0027	Sheriff's Department			
0705	Secretary	0299	CS&CD	Administrative Support III - CSCD		
0000	Facility Maintenance/Parts Coordinator	0051	Drainage District			

GRD	Bi-weekly Min	Mo. Min	Annual Min	Bi-wk Mid	Mo. Mid	Annual Mid	Bi-wk Max	Mo. Max	Annual Max	Rng Sprd	+/- MP
5	\$714.90	\$1,548.96	\$18,587.50	\$861.33	\$1,866.22	\$22,394.58	\$1,007.76	\$2,183.47	\$26,201.66	40.96%	17.00%
93	Mercer Clerk III	\$1,784.00	95.59%	\$1,616.00	86.59%						
94	Matagorda Hwy Equip Op	\$1,835.00	98.33%	\$2,031.00	108.83%	HEO (45 hrs)					
94	FBC Clerk III	\$1,837.65	98.47%	\$1,381.09	74.00%						
94	Accounting Clerk II	\$1,845.10	98.87%	\$1,591.60	85.28%						
94	Galveston Acct I (tax)	\$1,849.42	99.10%	\$1,692.00	90.66%	Clerk III (more resp)					
94	HCA Payroll Svc Coord	\$1,850.00	99.13%	\$1,922.00	102.99%	Payroll Clerk					
94	HCA Office Assistant	\$1,875.00	100.47%	\$1,707.00	82.03%	Department Coordinator					
94	Matagorda Detention Officer - Certified	\$1,900.00	101.81%	\$1,780.00	85.54%	Civilian Detention Officer					
94	HCA Computer Operator II (Intermed)	\$1,900.00	101.81%	\$1,824.00	87.66%	Computer Operator					
93	Mercer Sr. Computer Operator	\$1,913.00	102.51%	\$1,901.00	91.36%						
		\$1,858.92	99.61%	\$1,744.57	93.48%						
0805	Clerk III	0043	Engineering			Administrative Support IV - Engineering					
0801	Accounting Clerk III	0299	CS&CD			Administrative Support IV - Accounting (CSCD)					
0805	Clerk III/FBCSO	0027	Sheriff's Department			Administrative Support IV - FBCSO					
0705	Secretary	0046	Emergency Management			Administrative Support IV - Emergency Management					
0603	Clerk III/Criminal	0004	District Clerk			Administrative Support IV - Dist Clerk Criminal					
0805	Clerk III/Tax Research Clerk	0003	Tax Assessor/Collector			Administrative Support IV - Tax Research					
0805	Clerk III/Academy	0027	Sheriff's Department			Administrative Support IV - FBCSO Academy					
0809	Heavy Equipment Operator I	0051	Drainage District								
0702	Lead PBX Operator	0038	Telecommunications								
1000	Administrative Secretary	0053	Purchasing			Administrative Support IV - Purchasing					
0901	Sign Technician		Road & Bridge Precincts								
0903	Sr. Computer Operator	0036	MIS								
1100	Support Staff Coordinator	0299	CS&CD								
0603	Clerk III/Juries	0004	District Clerk			Administrative Support IV - Dist Clerk Juries					
1000	Administrative Secretary	0048	Road & Bridge Precinct 2			Administrative Support IV - R&B 2					
1104	Emergency Medical Technician I	0034	EMS								
0815	Detention Officer/Civilian (incl Matrons)	0027	Sheriff's Department								
1000	Administrative Secretary	0047	Road & Bridge Precinct 1			Administrative Support IV - R&B 1					
0810	Juvenile Detention Officer	0009	Juvenile Detention								
1012	Payroll Service Coordinator	0006	County Treasurer								
0805	Clerk III/Automobile	0003	Tax Assessor/Collector			Administrative Support IV - Auto					
0805	Clerk III/Tax Clerk	0003	Tax Assessor/Collector			Administrative Support IV - Tax					
0808	Field Technician III	0051	Drainage District								
	Information Process Specialist	0002	County Clerk			Administrative Support IV - Co Clerk Information					
0805	Clerk III	0018	Juvenile Probation			Administrative Support IV - Juvenile Probation					
0805	Clerk III/Benefits & Service Coordinator B	0068	Risk Management/Insurance			Administrative Support IV - Risk Management					
0805	Clerk III/Benefits & Service Coordinator A	0068	Risk Management/Insurance			Administrative Support IV - Risk Management					
1000	Administrative Secretary - B	0012	District Attorney			Administrative Support IV - District Attorney					
	Legal Process Specialist	0002	County Clerk			Administrative Support IV - Co Clerk Legal					
0601	Accounting Clerk II	0006	County Treasurer								
0805	Clerk III/Eligibility Worker	0029	Social Services			Administrative Support IV - Social Services					
0914	Service Coordinator	0018	Juvenile Probation								
0601	Accounting Clerk II	0030	County Library			Administrative Support IV - Accounting (Library)					

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Secretary		Constable Precinct 4		Administrative Support IV - Constable 4	
0705	Secretary	0026	Constable Precinct 4		
1000	Legal Secretary	0054	County Attorney		
0918	Case Aide	0018	Juvenile Probation		
0032	Audit Clerk	0005	County Auditor	Administrative Support IV - Auditor	
0812	Library Clerk III	0030	County Library	Administrative Support IV - Library	
0000	Inventory Clerk/Dispatcher	0034	EMS		
0906	Inventory Coordinator (Manager)	0053	Purchasing		
0805	Clerk III B/Secretary	0025	Constable Precinct 3	Administrative Support IV - Constable 3	
1000	Administrative Secretary	0003	Tax Assessor/Collector	Administrative Support IV - Tax A/C	
0705	Secretary	0009	Juvenile Detention	Administrative Support IV - Juvenile Probation	
0806	Dispatcher	0034	EMS		
0706	Parts Coordinator	0047	Road & Bridge Precinct 1		
0802	Animal Control Officer	0037	Animal Control		
0032	Accounts Payable/Auditor	0005	County Auditor		

GRD	Bi-weekly Min	Mo. Min	Annual Min	Bi-wk Mid	Mo. Mid	Annual Mid	Bi-wk Max	Mo. Max	Annual Max	Rng Sprd	+/- MP
6	\$797.12	\$1,727.09	\$20,725.06	\$960.38	\$2,080.83	\$24,969.96	\$1,123.65	\$2,434.57	\$29,214.85	40.96%	17.00%
94		\$1,985.89	95.44%	\$1,615.50	77.64%						
94	FBC Secretary II	\$2,009.61	96.58%	\$2,339.96	112.45%						
94	FBC Payroll Clerk	\$2,025.10	97.32%	\$1,667.04	80.11%						
94	FBC Clerk IV	\$2,033.00	97.70%	\$1,963.00	94.34%	Administrative Secretary					
94	HCA Secretary/Admin Asst II	\$2,042.00	98.13%	\$1,517.00	72.90%	Clerk III					
94	HCA Benefits Assistant	\$2,048.00	98.42%	\$2,454.00	117.93%						
94	Matagorda Juv Prob Officer	\$2,050.00	98.52%	\$1,958.00	94.10%	Legal Secretary					
94	HCA Legal Secretary I (Jr)	\$2,052.00	98.61%								
94	TECSS CAD Technician I	\$2,057.00	98.85%	\$2,418.00	116.20%	Division Supervisor					
94	Matagorda Ch Dep Distr Clerk	\$2,057.00	98.85%	\$2,596.00	124.76%	1st Asst Cnty Treas (more exp)					
94	Matagorda Ch Dep Cnty Treasurer	\$2,070.00	99.48%	\$1,400.00	67.28%						
93	Mercer Buyer	\$2,075.00	99.72%	\$1,634.00	78.53%	Clerk III					
94	HCA HR Assist. II (Sr)	\$2,089.38	100.41%	\$1,830.36	87.96%						
94	FBC Computer Operator II	\$2,098.74	100.86%	\$1,581.93	76.02%						
94	FBC Dispatcher	\$2,134.00	102.56%	\$1,772.00	85.16%	Acct Clerk III					
94	Internal Auditor I (Jr)	\$2,147.52	103.20%	\$2,199.56	105.71%						
94	FBC Accounting Clerk III	\$2,175.00	104.53%	\$1,855.00	89.15%	Sr Computer Operator					
94	HCA Computer Operator III (Sr)	\$2,176.00	104.57%	\$2,299.00	110.48%	Deputy					
94	Matagorda Deputy Sheriff (Patrol)	\$2,187.00	105.10%	\$2,782.00	133.70%	Asst HR Director					
94	Personnel Assistant	\$2,079.59	99.94%	\$1,993.46	95.80%						
1119	Administrative Technician	0048	Road & Bridge Precinct 2								
0801	Accounting Clerk III/Cashier	0004	District Clerk			Administrative Support V - Accounting (DC)					
0805	Clerk III	0027	Sheriff's Department			Administrative Support V - Sheriff					
0816	Light Equip Operator III (Bridge Crew III)	0051	Drainage District								
1119	Administrative Technician	0047	Road & Bridge Precinct 1								
1011	Data Coordinator	0004	District Clerk			Administrative Support V - Data (DC)					
0000	Mechanic		Road & Bridge Precincts								
1307	PC/Network Specialist	0036	MIS								
1100	Administrative Assistant	0047	Road & Bridge Precinct 1			Administrative Support V - R&B 1					
1000	Administrative Secretary - A	0012	District Attorney			Administrative Support V - DA					
0814	Community Service Restitution Facilitator	0299	CS&CD								
0807	Communication System Specialist	0027	Sheriff's Department								
0905	Draftsperson	0051	Drainage District								
0603	Chief Clerk	0024	Constable Precinct 2			Administrative Support V Constable 2					
0904	Department Coordinator/Support	0043	Engineering								
1212	Engineering Technician (CADD)	0043	Engineering								
0000	Heavy Equipment Operator		Road & Bridge Precincts								
0607	Light Equipment Operator II	0051	Drainage District			(-)					
1000	Administrative Secretary (B)	0027	Sheriff's Department			Administrative Support V - Sheriff					
1000	Administrative Secretary	0050	Road & Bridge Precinct 4			Administrative Support V - R&B 4					
1125	Permit Assistant	0043	Engineering								
0000	Human Resources Assistant II	0007	HR Department								
0805	Clerk III/Deputy Clerk-Criminal	0004	District Clerk			Administrative Support V - HR					

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1009	User Help Desk/System Support Coordinato	0036	MIS						
1000	Administrative Secretary	0101	Community Development		Administrative Support V - Community Development				
1110	Medical Officer	0027	Sheriff's Department						
0805	Clerk III	0034	EMS		Administrative Support V - EMS				
0801	Accounting Clerk III	0006	County Treasurer		Administrative Support V - Accounting (Treasurer)				
1417	Pre-trial/Probation Officer	0299	CS&CD						
0705	Secretary	0028	Vehicle Maintenance		Administrative Support V - Vehicle Maintenance				
0915	Surveyor Technician/Landfill Technician	0043	Engineering						
1007	Heavy Equipment Operator II	0051	Drainage District						
0807	Telecommunications Officer II	0027	Sheriff's Department						
1117	Senior Buyer	0053	Purchasing						
0805	Clerk III/Records Supervisor	0027	Sheriff's Department		Administrative Support V - FBCSO Records				
0908	Mechanic II	0028	Vehicle Maintenance						
0805	Clerk III/Administrative Secretary	0047	Road & Bridge Precinct 1		Administrative Support V - R&B 1				
0705	Secretary	0040	Fire Marshal/Safety		Administrative Support V - Fire Marshall				
0801	Administrative Secretary	0006	County Treasurer		Administrative Support V - Treasurer				
0805	Clerk III/Accounting Clerk III	0003	Tax Assessor/Collector		Administrative Support V - Accounting (Tax)				
1003	Deputy Constable		Constable Precincts						

GRD	Bi-weekly Min	Mo. Min	Annual Min	Bi-wk Mid	Mo. Mid	Annual Mid	Bi-wk Max	Mo. Max	Annual Max	Ring Sprd	+/- MP
7	\$888.79	\$1,925.70	\$23,108.45	\$1,070.83	\$2,320.13	\$27,841.50	\$1,252.87	\$2,714.55	\$32,574.56	40.96%	17.00%
94 Matagorda Ch Dep Tax A/C		\$2,192.00	94.48%	\$2,687.00	115.81%	1st Asst Tax Assessor (more exp)					
94 Matagorda Ch Dep County Clerk		\$2,204.00	94.99%	\$2,648.00	114.13%	Division Suprvisor					
94 HCA Gen Maint Worker II (Sr)		\$2,233.00	96.24%	\$1,946.00	83.87%	Bldg Maint Worker III					
94 HCA Secretary/Admin Asst III		\$2,250.00	96.98%	\$2,111.00	90.99%	Administrative Secretary					
93 Mercer Payroll Service Coordinator		\$2,260.00	97.41%	\$2,128.00	91.72%						
94 FBC Law Enforcement		\$2,293.02	98.83%	\$2,348.29	101.21%						
94 FBC Secretary III		\$2,300.07	99.14%	\$1,861.32	80.22%						
94 BLR Buyer		\$2,311.00	99.61%	\$1,896.00	81.72%	Buyer II/Sr. Buyer					
93 Mercer Administrative Secretary		\$2,358.00	101.63%	\$1,932.00	83.27%						
94 BLR Administrative Assistant		\$2,434.00	104.91%	\$2,221.00	85.85%						
		\$2,283.51	98.42%	\$2,177.86	93.87%						
1417 Community Corrections Officer I		0299	CS&CD								
1307 Technical Writer		0036	MIS								
0811 Assistant Foreman/Bridge Crew		0051	Drainage District								
1204 Paramedic I		0034	EMS								
0816 Light Equipment Operator III		0051	Drainage District								
1014 Probate Auditor		0055	County Court At Law 2								
1000 Administrative Assistant		0049	Road & Bridge Precinct 3			Administrative Support VI - R&B 3					
1121 Licensed Vocational Nurse		0031	County Health Department								
1000 Administrative Secretary (A)		0027	Sheriff's Department			Administrative Support VI - Sheriff					
1311 Division Supervisor		0048	Road & Bridge Precinct 2								
0904 Office Manager		0002	County Clerk								
1000 Administrative Secretary		0051	Drainage District			Administrative Support VI - Drainage					
1004 Deputy Sheriff/ Narcotics Task Force		0027	Sheriff's Department								
1004 Deputy Sheriff/Livestock		0027	Sheriff's Department								
1004 Deputy Sheriff/Patrol		0027	Sheriff's Department								
1004 Deputy Sheriff/Criminal Investigation		0027	Sheriff's Department								
1005 Detention Deputy-Food Service		0027	Sheriff's Department								
1005 Deputy/Detention		0027	Sheriff's Department								
1005 Detention Deputy-Utility Officer		0027	Sheriff's Department								
1005 Detention Deputy-Transport		0027	Sheriff's Department								
1005 Detention Deputy-Bailiff		0027	Sheriff's Department								
1005 Detention Deputy-Identification		0027	Sheriff's Department								
0000 Chief Operations Officer/Ops Officer-Deupt		0024	Constable Precinct 2								
1109 Mechanic III		0051	Drainage District								
0904 Department Coordinator/Automobile		0003	Tax Assessor/Collector								
0904 Department Coordinator/Tax		0003	Tax Assessor/Collector								
1507 Inspector (Environmental Quality Specialist		0031	County Health Department								
1105 Heavy Equipment Operator III		0051	Drainage District								
1000 Administrative Secretary		0043	Engineering			Administrative Support VI - Engineering					
1005 Detention Deputy-Commissary		0027	Sheriff's Department								
1111 Paralegal		0054	County Attorney								
0908 Mechanic II		0051	Drainage District								

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1403	Investigator	0012	District Attorney					
1000	Administrative Secretary/Automobile	0003	Tax Assessor/Collector		Administrative Support VI - Tax			
1004	Deputy Sheriff/D.A.R.E.	0027	Sheriff's Department					
1004	Deputy Sheriff/Warrants	0027	Sheriff's Department					
1015	Caseworker	0029	Social Services					
0904	Department Coordinator	0059	Elections Administration					
1100	Administrative Assistant	0002	County Clerk		Administrative Support VI - County Clerk			
1213	Assistant Construction Superintendent	0051	Drainage District					
1514	Chaplain	0027	Sheriff's Department					
1103	Mental Health Investigator	0027	Sheriff's Department					
0000	Human Resources Assistant III	0007	HR Department		Administrative Support VI - HR			
1407	Juvenile Probation Officer/CINS/Training	0018	Juvenile Probation					
1407	Juvenile Probation Officer	0018	Juvenile Probation					
0904	Department Coordinator	0004	District Clerk					
1004	Deputy Sheriff/Crime Analysis	0027	Sheriff's Department					
1000	Administrative Secretary	0032	County Extension Service		Administrative Support VI - Extension			
0000	Fitter/Welder	0051	Drainage District					
0915	Surveyor Technician	0051	Drainage District					
1417	Literacy Lab Instructor	0299	CS&CD					
1307	Programmer/Analyst	0036	MIS					
0805	Clerk III		Justice of the Peace Pcts		Administrative Support VI - Justice of the Peace			
0904	Department Coordinator	0002	County Clerk					
1004	Deputy Sheriff/Traffic Safety Deputy		Road & Bridge Precincts					
1100	Administrative Assistant	0299	CS&CD		Administrative Support VI - CS&CD			
1100	Administrative Assistant	0046	Emergency Management		Administrative Support VI - Emergency Management			
1000	Administrative Secretary	0001	County Judge		Administrative Support VI - County Judge			
0000	Librarian I	0030	County Library					
1013	Shift Supervisor (Lead Detention Officer)	0009	Juvenile Detention					
1000	Administrative Secretary	0030	County Library		Administrative Support VI - Library			
1113	Victim Assistance Coordinator	0012	District Attorney					
1407	Juvenile Probation Officer/Intake	0018	Juvenile Probation					
1100	Administrative Assistant	0054	County Attorney		Administrative Support VI - County Attorney			

GRD	Bi-weekly Min	Mo. Min	Annual Min	Bi-wk Mid	Mo. Mid	Annual Mid	Bi-wk Max	Mo. Max	Annual Max	Rng Sprd	+/- MP
8	\$991.00	\$2,147.16	\$25,765.92	\$1,193.97	\$2,586.94	\$31,043.28	\$1,396.95	\$3,026.72	\$36,320.63	40.96%	17.00%
94	TECSS Engineer I (Civil)	\$2,454.00	94.86%								
94	HCA Secretary/Admin Asst IV	\$2,483.00	95.98%								
94	FBC Secretary IV	\$2,484.09	96.02%								
94	TECSS CAD Technician II	\$2,506.00	96.87%								
94	HCA Benefits Admin I (Staff Prof)	\$2,525.00	97.61%								
94	HCA Accts Payable Supervisor	\$2,675.00	103.40%								
94	BLR General Accountant	\$2,690.00	103.98%								
94	Matagorda 1st Asst County Auditor	\$2,704.00	93.74%								
		\$2,565.14	99.16%								
1001	Court Coordinator		Courts								
1000	Administrative Assistant	0031	County Health Department								
1307	Operations Supervisor	0036	MIS								
1414	Supervisor (Sign)	0047	Road & Bridge Precinct 1								
0000	Library Paraprofessional	0030	County Library								
1100	Administrative Assistant	0004	District Clerk								
1310	Software/Hardware Procurement Specialist	0036	MIS								
1100B	Administrative Assistant	0069	Elections Administration								
1006	Foreman/Bridge Crew	0051	Drainage District								
1107	I.D. Technician	0027	Sheriff's Department								
1429	Administrative/Special Projects Coordinator	0051	Drainage District								
1414	Supervisor	0048	Road & Bridge Precinct 2								
1414	Supervisor	0050	Road & Bridge Precinct 4								
0000	Master Equipment Operator		Road & Bridge Precincts								
1120	Maintenance Supervisor		Sheriff's Department								
1306	Paramedic II	0027	EMS								
1193	Investigator (Detective)	0034	Sheriff's Department								
1414	Supervisor	0047	Road & Bridge Precinct 1								
	Geneology & Local History Specialist	0030	County Library								
1100	Administrative Assistant	0029	Social Services								
0032	Accounts Payable Supervisor	0005	County Auditor								
1119	Administrative Technician	0049	Road & Bridge Precinct 3								
1112	Veteran's Service Officer	0035	Veterans Service								
1315	Personnel Coordinator	0048	Road & Bridge Precinct 2								
1417	CSR Coordinator	0299	CS&CD								
0705	Assistant Director	0037	Animal Control								
1304	Lieutenant/Training	0034	EMS								
1100	Administrative Assistant (Secretary)	0027	Sheriff's Department								
0000	Community Corrections Officer II	0299	CS&CD								
1408	Maintenance Superintendent	0047	Road & Bridge Precinct 1								
1507	Sanitarian	0031	County Health Department								
1002	Communication Deputy/Shift Supervisor	0027	Sheriff's Department								
1206	Precinct Supervisor/Drainage	0047	Road & Bridge Precinct 1								
0000	Master Mechanic		Road & Bridge Precincts								

0000	Librarian II	0030	County Library					
0000	Assistant Chief Investigator	0012	District Attorney					
1206	Area Superintendent (Supervisor)	0051	Drainage District					
1414	Assistant Superintendent	0050	Road & Bridge Precinct 4					
1100	Administrative Assistant	0039	Bail Bond Board				Sr. Administrative Support - Bail Bond	
1408	Maintenance Superintendent	0051	Drainage District					
1603	Assistant to County Engineer (Engineer I)	0043	Engineering					
1711	Planner	0101	Community Development					
	Audio Visual Specialist	0030	County Library					
	Public Information Coordinator	0030	County Library					
1100	Administrative Assistant	0018	Juvenile Probation				Sr. Administrative Support - Juvenile Probation	
1209	Payroll Supervisor	0006	County Treasurer					
1710	Project Coordinator	0101	Community Development					
1513	Administrative Superintendent	0047	Road & Bridge Precinct 1					
0032	Internal Auditor	0005	County Auditor					
1318	Assistant Investigator/Inspector	0040	Fire Marshal/Safety					
1307	Communications Supervisor	0036	MIS					
1411	Permit Administrator	0043	Engineering					
1421	Housing Rehabilitation Specialist	0101	Community Development					
1100	Administrative Assistant (Business Manage	0030	County Library				Sr. Administrative Support - Library	

GRD	Bi-weekly Min	Mo. Min	Annual Min	Bi-wk Mid	Mo. Mid	Annual Mid	Bi-wk Max	Mo. Max	Annual Max	Rng Sprd	+/- MP
9	\$1,084.99	\$2,350.82	\$28,209.80	\$1,331.28	\$2,884.44	\$34,613.25	\$1,577.57	\$3,418.06	\$41,016.70	45.40%	18.50%
										Mdpt pro	11.50%
94	HCA Buyer I (Staff Prof)	\$2,717.00	94.20%	\$1,458.00	56.36%	Buyer					
94	HCA Gen Maint Supervisor	\$2,717.00	94.20%	\$3,070.00	118.67%	Bldg Service Director					
94	HCA Accountant II (Intermed)	\$2,725.00	94.47%	\$2,206.00	85.27%	Assistant Auditor					
93	Mercer Legal Secretary	\$2,755.00	95.51%	\$1,855.00	64.31%						
94	HCA Office Admin Supervisor	\$2,775.00	96.21%	\$2,451.00	84.97%	Division Supervisor					
94	FBC Service Technician	\$2,795.57	96.92%	\$1,904.90	66.04%						
94	HCA HR Generalist II (Sr. Prof)	\$2,808.00	97.35%	\$2,782.00	96.45%	Asst HR Director					
94	Matagorda Captn, Patrol	\$2,817.00	97.66%	\$3,252.00	112.74%	Lieutenant					
94	TECSS Engineer II (Civil)	\$2,825.00	97.94%	\$3,070.00	106.43%						
94	Maintenance Supervisor	\$2,956.00	102.48%	\$2,340.00	81.12%	Asst Purchasing Agent					
94	Purchasing Agent	\$2,968.00	102.90%	\$2,425.00	84.07%	Programmer/Analyst					
94	HCA Programmer/Analyst II (Intermed)	\$2,983.00	103.42%	\$2,457.00	85.18%	Programmer/Analyst					
94	TECSS CAD Technician III	\$3,000.00	104.01%	\$2,438.89	84.55%						
94	BLR Programmer/Analyst	\$3,031.00	105.08%								
		\$2,848.04	98.74%								
1311	Division Supervisor/Tax	0003	Tax Assessor/Collector								
1601	Systems Programmer	0036	MIS								
1606	Intake Supervisor	0018	Juvenile Probation								
1331	Division Supervisor/Automobile	0003	Tax Assessor/Collector								
1305	Lieutenant/Operations	0034	EMS								
1211	Maintenance Coordinator	0030	County Library								
1100	Administrative Coordinator	0001	County Judge								
1100	Administrative Coordinator	0012	District Attorney								
1426	Public Service Projects Coordinator	0048	Road & Bridge Precinct 2								
0000	Nurse	0009	Juvenile Detention								
1406	Health Nurse (R.N.)	0031	County Health Department								
	Nurse (R.N.)	0018	Juvenile Probation								
1309	Sergeant/Bailiffs	0027	Sheriff's Department								
0000	Librarian III	0030	County Library								
1313	Medical Officer Supervisor	0027	Sheriff's Department								
1506	Superintendent	0048	Road & Bridge Precinct 2								
1601	Analys/Programmer	0036	MIS								
1309	Sergeant/Identification	0027	Sheriff's Department								
1309	Sergeant/Mental Health	0027	Sheriff's Department								
1701	Attorney I	0012	District Attorney								
1903	Administrative/Special Projects Engineer	0043	Engineering								
1425	Executive Assistant	0048	Road & Bridge Precinct 2								
1309	Sergeant/Warrants	0027	Sheriff's Department								
1309	Sergeant/Jail	0027	Sheriff's Department								
1309	Sergeant/Patrol	0027	Sheriff's Department								
1309	Sergeant/Academy	0027	Sheriff's Department								
1207	Assistant Purchasing Agent	0053	Purchasing								
1314	Coordinator	0044	Indigent Care								
1504	Sergeant/CID	0027	Sheriff's Department								

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1100	Supervisor (1414)	0049	Road & Bridge Precinct 3						
1414	Supervisor	0049	Road & Bridge Precinct 3						
1316	Insurance Coordinator	0068	Risk Management/Insurance						
1517	Pretrial Intervention Coordinator	0299	CS&CD						
1613	Grants Administrator-Records Management	0001	County Judge						
1301	Chief Operations Officer		Constable Precincts						
0919	Telecommunications Supervisor	0038	Telecommunications						
1309	Sergeant/Narcotics Task Force	0027	Sheriff's Department						
1516	Construction Superintendent	0051	Drainage District						
1607	Data & Program Supervisor	0299	CS&CD						
1501	Chief Investigator	0012	District Attorney						
1419	Support Services Administrator	0034	EMS						

GRD	Bi-weekly Min	Mo. Min	Annual Min	Bi-wk Mid	Mo. Mid	Annual Mid	Bi-wk Max	Mo. Max	Annual Max	Rng Sprd	+/- MP
10	\$1,217.90	\$2,638.79	\$31,665.50	\$1,494.36	\$3,237.78	\$38,853.38	\$1,770.82	\$3,836.77	\$46,041.25	45.40%	18.50%
94										Mdpt pro	12.25%
94	BLR Engineer C	\$3,057.00	94.42%	\$3,165.00	97.75%	Engineer I					
94	Galveston Asst DA (entry)	\$3,060.00	94.51%	\$3,014.00	93.09%	Attorney I					
94	Malagorda Asst County Atty	\$3,123.00	96.45%		0.00%						
94	TECSS Engineer III (Civil)	\$3,150.00	97.29%								
94	HCA Accountant III (Sr)	\$3,183.00	98.31%			113.57%					
94	HCA Payroll/Timekeeping Supervisor	\$3,267.00	100.90%			72.27%					
94	Galveston Personnel Manager	\$3,401.08	105.04%			87.63%					
94	Galveston Dir of Social Services	\$3,466.00	107.05%			60.99%					
		\$3,213.39	99.25%	\$3,049.00	94.17%						
1607	Direct/Indirect Supervisor	0299		CS&CD							
0000	Assistant District Attorney/Narcotics Prose	0012		District Attorney							
1311	Civil Division Supervisor	0004		District Clerk							
1311	Criminal Division Supervisor	0004		District Clerk							
1506	Superintendent	0050		Road & Bridge Precinct 4							
1702	Assistant County Attorney	0054		County Attorney							
1603	Engineer I	0051		Drainage District							
0000	Librarian IV	0030		County Library							
1900	Attorney II	0012		District Attorney							
1801	Engineer II/Surveyor	0043		Engineering							
1801	Engineer II	0051		Drainage District							
1605	Detention Superintendent	0009		Juvenile Detention							
1420	1st Assistant Tax Assessor/Collector	0003		Tax Assessor/Collector							
2006	Appellate Assistant District Attorney	0012		District Attorney							
1311	Division Supervisor	0002		County Clerk							
1102	Administrator	0014		Child Support							
1303	Coordinator	0046		Emergency Management							
1415	Building Maintenance Supervisor	0008		Building Maintenance							
1513	Administrative Superintendent	0048		Road & Bridge Precinct 2							
1208	Deputy Chief/Communication-Inventory	0034		EMS							
1404	Deputy Chief/Training	0034		EMS							
1410	Deputy Chief/Operations	0034		EMS							
1309	Division Commander/CID	0027		Sheriff's Department							
1504	Division Commander/Jail	0027		Sheriff's Department							
1504	Division Commander/Patrol	0027		Sheriff's Department							
1504	Division Commander/Support Service	0027		Sheriff's Department							
1309	Division Commander/Finance	0027		Sheriff's Department							
1601	Systems Integration Manager	0036		MIS							
1504	Division Commander/Academy	0027		Sheriff's Department							
1707	Assistant Director	0299		CS&CD							
1506	General Superintendent	0047		Road & Bridge Precinct 1							
1705	Programming Manager	0036		MIS							
2002	Operating Support Manager	0036		MIS							

GRD	Bi-weekly Min	Mo. Min	Annual Min	Bl-wk Mid	Mo. Mid	Annual Mid	Bl-wk Max	Mo. Max	Annual Max	Rng Sprd	+/- MP
11	\$1,367.10	\$2,962.04	\$35,544.52	\$1,677.42	\$3,634.41	\$43,612.91	\$1,987.74	\$4,306.78	\$51,681.30	45.40%	18.50%
94	Galveston Personnel Manager	\$3,401.08	93.58%	\$3,185.00	87.63%						
94	Galveston Dir of Social Services	\$3,466.00	95.37%	\$2,216.50	60.99%						
94	Galveston Ch. Deputy County Auditor	\$3,469.50	95.46%	\$3,882.67	106.83%	1st Asst Auditor (less resp)					
94	Matagorda Data Processing Mgr	\$3,519.00	96.82%	\$4,758.00	130.92%	MIS Director (more exp)					
94	BLR Sr. Programmer/Analyst	\$3,527.00	97.04%	\$2,869.00	78.94%	Analyst/Programmer					
94	BLR Engineer B	\$3,547.00	97.59%	\$3,330.00	91.62%	Engineer II					
94	HCA Systems Analyst III (Sr)	\$3,642.00	100.21%	\$2,846.00	78.31%	Analyst/Programmer					
94	Matagorda Sr Asst DA	\$3,741.00	102.93%								
		\$3,539.07	97.38%	\$3,298.17	90.75%						
1604	Assistant Chief, Juvenile Probation	0018	Juvenile Probation								
1504	Night (Division) Commander	0027	Sheriff's Department								
2000	Assistant District Attorney	0012	District Attorney								
1418	Assistant Director of Human Resources	0007	HR Department								
1905	Executive Assistant	0001	County Judge								
1900	First Assistant County Attorney	0054	County Attorney								
1612	Director of Animal Control	0037	Animal Control								
2102	1st Assistant District Attorney	0012	District Attorney								
1210	1st Assistant County Treasurer	0006	County Treasurer								
1712	Assistant County Librarian	0030	County Library								
1416	Director of Social Services	0029	Social Services								
2104	Civil Litigation Attorney	0054	County Attorney								
1308	Vehicle Maintenance Manager	0028	Vehicle Maintenance								
1904	Assistant County Engineer/Construction &	0043	Engineering								
2007	Assistant County Engineer/Administration	0043	Engineering								
1801	Engineer II	0048	Road & Bridge Precinct 2								
0031	1st Assistant Auditor	0005	County Auditor								
0032	Chief Accountant/Internal Audit	0005	County Auditor								
1507	Chief Sanitarian	0031	County Health Department								

Midpt pro

GRD	Bl-weekly Min	Mo. Min	Annual Min	Bl-wk Mid	Mo. Mid	Annual Mid	Bl-wk Max	Mo. Max	Annual Max	Rng Sprd	+/- MP
12	\$1,534.57	\$3,324.89	\$39,898.73	\$1,882.90	\$4,079.62	\$48,955.50	\$2,231.24	\$4,834.36	\$58,012.26	45.40%	18.50%
94 BLR Accounting Manager		\$3,873.00	94.94%	\$3,913.00	85.26%	1st Assistant Auditor					
94 Personnel Manager		\$3,911.00	95.87%	\$3,185.00	69.40%	HR Director					
94 HCA Purchasing Agent		\$4,017.00	98.46%	\$3,176.00	69.20%	Purchasing Agent					
94 TECSS Engineer IV (Civil)		\$4,048.00	99.22%								
94 BLR Sr. Engineer A		\$4,068.00	99.72%	\$4,141.00	90.23%	1st Asst Cnty Eng					
94 HCA Systems Analysis Supervisor		\$4,133.00	101.31%	\$3,437.00	74.89%	Syst Progr & Syst Anal/Progr Sprvsr					
		\$4,008.33	98.25%	\$3,570.40	87.52%						12.25%
1614 Fire Marshall/Safety Director		0040	Fire Marshall/Safety								
1800 Director		0034	EMS								
1703 Chief Deputy/Operations		0027	Sheriff's Department								
0069 Elections Administrator		0069	Elections Administration								
1902 Director of Human Resources		0007	HR Department								
1703 Chief Deputy/Administration		0027	Sheriff's Department								
0070 Community Development Director		0101	Community Development								
0072 County Purchasing Agent		0053	Purchasing								

GRD	Bi-weekly Min	Mo. Min	Annual Min	Bi-wk Mid	Mo. Mid	Annual Mid	Bi-wk Max	Mo. Max	Annual Max	Rng Sprd	+/- MP
13	\$1,726.39	\$3,740.51	\$44,886.07	\$2,118.27	\$4,589.58	\$55,074.93	\$2,510.15	\$5,438.65	\$65,263.80	45.40%	18.50%
94 Galveston Director of Info Systems		\$4,422.17	96.35%	\$4,758.00	103.67%	MIS Director					
94 BLR Data Processing Manager		\$4,477.00	97.55%	\$4,758.00	103.67%	MIS Director					
94 BLR Purchasing Manager		\$4,505.00	98.16%	\$3,083.00	67.17%	Purchasing Agent					
94 BLR Controller		\$4,897.00	88.92%	\$4,796.00	104.50%	County Auditor					
		\$4,575.29	99.69%	\$4,348.75	94.75%						12.50%
2005 County Librarian		0030	County Library								
0074 Director of Administrative Services		0069	Elections Administration								
1704 Chief Juvenile Probation Officer		0018	Juvenile Probation								
2002 Management Information Systems Director		0036	MIS								
GRD 14	Bi-weekly Min \$2,071.66	Mo. Min \$4,488.61	Annual Min \$53,863.28	Bi-wk Mid \$2,541.92	Mo. Mid \$5,507.49	Annual Mid \$66,089.92	Bi-wk Max \$3,012.18	Mo. Max \$6,526.38	Annual Max \$78,316.55	Rng Sprd 45.40%	+/- MP 18.50%
94 BLR Controller		\$4,897.00	88.92%	\$4,796.00	104.50%	County Auditor					20.00%
94 TECSS Engineer V (Civil)		\$5,475.00	99.41%	\$4,422.00	80.29%	County Engineer					
94 BLR Director of Engineering		\$5,523.00	100.28%	\$4,609.00	83.69%						
2100 County Engineer		0043	Engineering		1890	0365	0275	0273	0241	0241	0184
2103 General Manager/Chief Engineer		0051	Drainage District		1890	0365	0275	0273	0241	0241	0184

BOARD OF JUDGES

Overview: Court Coordinators

On the basis that the Court Coordinator position lies within Grade 8 of the Fort Bend County salary structure, the members of the Board of Judges have agreed to the placement of this position within the proposed salary structure based on the terms outlined in the agreement on the following page.

Court Coordinators

In order to provide continuity and consistency to the salary levels of the Court Coordinators of Fort Bend County and in recognition of their unique positions within the County and District Court systems, the Board of Judges and the Fort Bend County Commissioners Court agree to the following modifications to the existing County Court Coordinator System previously approved by the parties herein, and attached hereto and make a part hereof for reference, specifically:

1. That the integrity of the District Board of Judges Plan for the Establishment of a Fort Bend County Court Coordinator System, developed and adopted by the Board of Judges and formally agreed to by Fort Bend County Commissioners Court, not be adversely affected by the Fort Bend County Job Classification and Compensation Plan. (See Attachment)
2. That the Court Coordinator's position is to be placed in Grade 8 of the proposed structure, with a Range Minimum of \$25,765.92 (annual) and a Range Maximum of \$36,320.63 (annual).
3. That the Court Coordinator's job description be reviewed by the Job Evaluation Committee not less than every three years from the effective date Commissioners Court adopts the plan, if not requested sooner by the Board of Judges.
4. That the new Job Classification Plan adopted by Commissioners' Court be reviewed annually and the structure be adjusted appropriately at least every two years by September 1 by the Human Resources Department to reflect inflation and Consumer Price Index (CPI) influences on the structure.
5. That the Board of Judges has the authority to move the Court Coordinator position from its current grade to a different grade in the Job Classification Plan if either the minimum job requirements change or the value assigned by the Fort Bend County Job Evaluation Committee should change.
6. That when those meetings of the Committee occur for the purpose of re-evaluating the Court Coordinator's position, the Administrative Judge will be notified so a representative of the Board of Judges shall be available to attend and answer any questions regarding the position.
7. That the Fort Bend County Human Resources Department keep the Board of Judges advised on any proposed changes to the plan that may affect the Court Coordinator's position.
8. That, if there is a failure of compliance in any part of this agreement, the Board of Judges or the Commissioners Court shall notify the other in writing of such non-compliance and allow a reasonable time, not to exceed thirty (30) days, to correct such non-compliance. If such non-compliance is not corrected within that time period, either party may remove the Court Coordinator's position from the Job Classification Plan and continue to follow the salary policies set out in the "District Board of Judges Plan for the Establishment of a Fort Bend County Court Coordinator System" which plan was adopted and approved by the Board of Judges and Commissioners Court on the _____ day of _____, 1994, and which plan will continue in full force and effect after the adoption of this agreement, except as expressly modified herein.
9. Any further modifications to the existing "District Board of Judges Plan for the Establishment of a Fort Bend County Court Coordinator System" or to this amendment thereto, must be in writing and properly adopted by both the Board of Judges and the Commissioners Court before such future changes shall have any effect whatsoever.

Attachment: "The District Board of Judges Plan for the Establishment of a Fort Bend County Court Coordinator System"

**FORT BEND COUNTY
PERFORMANCE APPRAISAL**

Fort Bend County Employee Performance Appraisal Form

89 0188

Employee Name: _____ Employment Date: _____
Job Title: _____ Type of Review: _____
Department: _____ Job Code/Grade: _____ / _____
Appraiser Title: _____ Last Review Date: _____
Reviewer Title: _____ Current Review Date: _____

Individual scores:

Job Knowledge:	_____	Working with others:	_____
Initiative:	_____	Communications:	_____
Quantity of work:	_____	Ability to learn:	_____
Quality of work:	_____	Punctuality:	_____
Dependability:	_____	Attendance:	_____

Over-all score: _____

A Score of 36 to 40 indicates "Exceptional" Performance
A Score of 26 to 35 indicates "Good" Performance
A Score of 16 to 25 indicates "Improvement Needed"
A Score of below 15 indicates "Unsatisfactory" Performance

Performance rating: _____

Concluding comments following appraisal interview:

Employee's comments and signature -- The contents of this form have been reviewed by me. I understand that this form will be used by the County in connection with salary administration, development and placement activities. My comments on this review are:

Employee's Signature _____ Date _____

Supervisor's comments and signature -- This performance evaluation is based on my observation and/or knowledge. It represents my best judgment of the employee's performance.

Supervisor's Signature _____ Date _____

Reviewed By: _____ Date _____

(If reviewer disagrees with anything contained herein, please explain on a separate piece of paper and attach.)

Human Resources Department Reviewer: _____ Date _____

Fort Bend County Employee Performance Appraisal Form

Employee's Name _____ Review Period _____ to _____

Check (✓) the phrase which best describes the employee's performance.

Job Knowledge: Degree to which employee understands his/her job responsibilities and related operations.
(Use the job description to help you to decide.)

- 1 Demonstrates insufficient knowledge of responsibilities and related operations.
- 2 Demonstrates minimum knowledge of most responsibilities and related operations.
- 3 Demonstrates satisfactory knowledge of all responsibilities and most related operations.
- 4 Demonstrates thorough knowledge and understanding of all responsibilities and related operations.

Comments: _____

Initiative: The ability to originate/develop ideas or improvements and take the lead in starting needed action.

- 1 Appears to lack ambition or originality. Requires constant requests to act.
- 2 Demonstrates little ambition or originality. Hesitates to act; requires frequent encouragement to act.
- 3 Demonstrates acceptable originality and takes appropriate action.
- 4 Demonstrates exceptional ability to originate and take action on new ideas and methods in advance of need.

Comments: _____

Quantity of Work: Amount of acceptable work.

- 1 Work output is considerably below minimum standards.
- 2 Work output is slightly below standard.
- 3 Volume of work is acceptable and meets expectations.
- 4 Work output is consistently above average.

Comments: _____

Quality of Work: Accuracy, neatness, thoroughness of work.

- 1 Work is regularly inferior with an unacceptable number of errors and omissions.
- 2 Work neatness and thoroughness are marginal with frequent errors or oversights.
- 3 Work is acceptable with only occasional errors.
- 4 Work is exceptionally accurate and thorough.

Comments: _____

Dependability: Overall reliability in following through on assignments.

- 1 Consistently unreliable; requires constant supervision.
- 2 Inconsistent performer; needs close supervision, work review and follow-up.
- 3 Dependable; requires general supervision.
- 4 Consistently reliable performer; requires requires minimum supervision.

Comments: _____

Fort Bend County Employee Performance Appraisal Form

Employee's Name _____ Review Period _____ to _____

Working With Others: Demonstrates willingness to work with others (supervisors, subordinates and peers).

- 1 Appears unwilling to work with others. Resists supervision.
- 2 Works with others only when asked. Accepts supervision reluctantly.
- 3 Good team worker; normally complies promptly with instruction.
- 4 Exceptional team worker; receptive to instructions; may offer adjustments to enhance team effort.

Comments: _____

Communications: The ability to convey ideas and thoughts or to relate pertinent information, either in writing or verbally, to supervisors, other employees, the public, or outside entities.

- 1 Poor self expression; fails to relate pertinent information.
- 2 Conveys ideas and instructions with some difficulty. Sometimes fails to relate pertinent information or relates incorrect or unnecessary details.
- 3 Conveys ideas and pertinent information clearly and understandably.
- 4 Expresses self fluently and intelligently; exceptionally consistent in relating pertinent information.

Comments: _____

Ability to learn: Consider ability with which new routines are mastered, explanations grasped, and knowledge retained.

- 1 Consistently requires information/instructions to be repeated more than once.
- 2 Falls short of consistent retention and effective use of information.
- 3 Retains and uses information at an acceptable level.
- 4 Exceptionally quick to learn, retain and use new information effectively.

Comments: _____

Punctuality: The regularity and reliability in maintaining working hours.

- 1 Consistently reports late or leaves early; averages ____ /month over the past appraisal period.
- 2 Punctuality erratic; has reported late ____ times over the past appraisal period.
- 3 Rarely reports late or leaves early: ____ times over the past appraisal period.
- 4 Continually reports to work and leaves on time; exceptionally punctual.

Comments: _____

Attendance: The regularity and reliability in complying with scheduled work days.

- 1 Attendance poor: missed ____ days over the past appraisal period.
- 2 Attendance requires improvement: missed ____ days over the past appraisal period.
- 3 Usually at work; absences were all excused; used less than accrued personal days.
- 4 Uses an occasional personal day only as necessary. (Missed less than 2 days in the past appraisal period.)

Comments: _____

Employee Name _____ Review Period _____ to _____

PERFORMANCE IMPROVEMENT PLAN

This section is to be used to identify specific areas of employee performance that need improvement. For each area listed, outline a plan to assist in performance enhancement, results to be accomplished, and a target date by which observable/measurable improvement is expected.

1. Performance to be improved _____

2. Plan _____

3. Results to be accomplished _____

4. Target Date _____

Employee's Signature: _____

Supervisor's Signature: _____

Date: _____

(Use additional pages as necessary)

Employee Name _____ Review Period _____ to _____

Standards for Next Performance Appraisal Period

In this section, list projects, additional responsibilities, training/skills enhancement, etc. that you propose be addressed or accomplished in the upcoming performance appraisal period.

Projects and/or Additional Responsibilities

Training/Skills Enhancement

Standards/Expectations

Target Date(s)

SUPERVISOR'S INSTRUCTIONS FOR NON-EXEMPT EMPLOYEE PERFORMANCE APPRAISAL

The performance appraisal is designed to be utilized as a tool for reviewing and measuring an employee's performance over a specific period of time. It is the direct supervisor's responsibility to provide each employee with necessary feedback to insure proper communication at all times.

Fort Bend County Performance Appraisals are conducted in conjunction with each employee's anniversary date of hire. New employees are appraised before the end of their initial 89-day probationary period, as well as on their anniversary date. If the direct supervisor's status changes, i.e. voluntarily resigns, is transferred or promoted, or if an employee is transferred or promoted, an appraisal must be completed at that time. The appraisal forms and instructions are sent by the Human Resources Department, one month before an employee's scheduled appraisal date, to the appropriate reviewing supervisor's department head or elected official.

PREPARATION

It is strongly recommended that you, as supervisor, keep a file on each employee who reports directly to you. During the course of a year, make short notes as a reminder of incidents which reflect the employee's performance on the Performance Log. It might include such things as:

- days when the employee was out sick or tardy
- memos concerning good performance from other departments or the public
- incidents where time was lost or target dates were not met
- incidents where unusual effort was put forth in order to accomplish a task
- indicators of creativity, initiative or other special effort

The objective is to appraise performance for the entire appraisal period rather than for the last few months. Therefore, some method for recording events during the appraisal period is essential, such as the Performance Log.

In addition to an employee file, the following is a list of suggestions that should prove helpful in preparing and discussing the completed performance appraisal:

- Review the current job description to insure its accuracy
- Review the employee's personnel file thoroughly, noting past performance appraisals
- Have an open mind; be receptive to employee comments and suggestions
- Don't generalize; in criticizing performance, cite specific examples
- Encourage questions or comments about the review
- End on a positive note

In cases where a new supervisor is doing the appraising, members of the Human Resources Department will be available to assist or clarify any questions.

COMPLETING THE FORMS

Cover Sheet

This page identifies the employee whose performance is to be appraised. In addition to the employee's name, employment date, job title, job code and grade, department, immediate supervisor's title (appraiser) and the department head/elected official's title (reviewer), be sure to include the last appraisal date and the current appraisal date. This distinguishes the period of time covered by this appraisal. Also note the type of appraisal:

- Initial (completed before the end of the 89-day Introductory Period)
- Anniversary
- Transfer
- Promotion
- Other (so note; examples follow)

Six-month (or other than annual review)

Improvement: review to determine if performance improvement goals have been met

Please print (in ink) or type all information requested. Other than identifying information, the rest of the cover page will be filled out after pages two (2) and three (3) are completed.

Included on this page are spaces for you to consolidate the numerical scores you have assigned to the ten (10) performance factors on pages two and three of the form. After you have totaled these individual scores, write the overall performance rating in the blank for this purpose, based on the number ranges outlined. Employee and supervisor may comment on any part of the appraisal process and sign in the spaces provided. Completed and signed forms are to be returned to the department head or elected official for him/her to review and sign.

"Unsatisfactory" (1), "Improvement Needed" (2) and "Exceptional" (4) ratings must be supported by specific examples or explanation in the Comments section. Ratings of (1) or (2) in any area must be accompanied by a Performance Improvement Plan to correct deficiencies.

Performance Factors (pages 2 & 3)

Carefully evaluate work performance in relation to current job requirements reflected in the job description. Review this job description carefully and note any changes necessary to accurately describe the job as it currently exists. Return suggestions for job description revision to the Human Resources Department with the completed Performance Appraisal Forms. For each of the ten defined performance factors, check the box next to the numbered phrase that best describes performance over the entire appraisal period. The numbers range from 1 to 4, where 1 is the lowest possible score ("Unsatisfactory") and 4 is the highest possible score ("Exceptional"). Each number will be classified according to the following:

- An "Unsatisfactory" performance rating (1) is defined as substantially failing to meet minimum requirements. A new employee should not be retained if performing at the "Unsatisfactory" level. Where a long-time employee was performing at a level of "Good" or better, then dropped to "Unsatisfactory", time and effort should be spent in trying to find a solution. If the problem is not resolved and work continues at the unsatisfactory level, the employee should ultimately be dismissed from the job. There is no merit increase for an "Unsatisfactory" performance rating.
- An "Improvement Needed" performance rating (2) is defined as almost reaching an acceptable level of performance. In the case of a new employee, the supervisor should attempt to determine whether a correctable barrier is preventing "Good" performance. Failing to achieve satisfactory improvement through clearly defined remedies within a specific time frame, this employee should be dismissed from the job. If a long-time employee drops from higher levels of performance to the "Improvement Needed" level, the supervisor should attempt to find, define and correct the cause. If the employee's performance does not improve to at least an acceptable performance level, based on outlined remedial objectives and standards, within a specific time frame, a determination should be made as to whether the employee should be dismissed or placed on probation. Follow-up appraisals need to be done during and at the end of the probation period. There is no merit increase for an "Improvement Needed" performance rating.
- A "Good" performance rating (3) is defined as meeting or occasionally exceeding requirements. "Good" performance is being able to perform job-related tasks and showing initiative and extra effort in some job elements. It is the level of performance expected of all job incumbents and does not, therefore, earn a merit increase.
- An "Exceptional" performance rating (4) is defined as performing in a rare and exceptional manner on one or more particularly difficult assignment(s) during most or all of a rating period. Outstanding performance is usually recognized as such outside of the unit or department. Subject to provisions, an "Exceptional" performance rating merits a one-step salary increase.

Once you have evaluated the employee on each performance factor, write the number the employee received for each performance factor on page one in the section entitled, "Individual Scores." Total the points and place this number in the "Over-all Score" blank. Use the rating scale provided to determine and record the employee's overall performance rating.

Performance Improvement Plan

The Performance Improvement Plan is designed to give employees who receive a rating of two (2) or below in any area a chance to rectify their performance within a specific time frame. It is not a punitive device nor is it a probationary tool. It is designed merely to improve an area of performance. The supervisor completes the "Performance to be Improved" and "Results to be Accomplished" sections for any areas needing improvement, then discusses action steps ("Plan") to accomplish the desired results with the employee during the appraisal interview. Realistic target dates (usually 30-90 days) are determined with evaluation of results to be documented upon completion. The agreed upon "Plan" is signed by both supervisor and employee, a copy is kept by each and the original is sent to the Human Resources Department with the other completed Appraisal forms.

Standards for Next Performance Appraisal Period

This section is for projects, expectations, skills enhancement and any other activities, standards, objectives or goals against which the employee's performance will be measured during the upcoming performance appraisal period. The supervisor completes this section and uses it for discussion with the employee during the appraisal interview. These should be reviewed at least once during the appraisal period to ensure they remain valid and/or attainable.

Returning the Forms

After all parts of the appraisal, including the appraisal interview with the employee, have been completed, the reviewing supervisor must secure all necessary signatures on the cover page and have the department head or elected official (if other than the immediate supervisor) review, sign and return the completed appraisal to the Human Resources Department in time to meet the deadline for processing merit increases.

Performance Log for _____

DATE	SOURCE	PERFORMANCE TO NOTE

Fort Bend County Employee Performance Appraisal Form

** Please print (in ink) or type **

Employee's Name: _____ Employment Date: _____
Job Code/Grade: _____ / _____ Department: _____
Appraiser Title: _____ Job Title: _____
Reviewer Title: _____ Appraisal Period: _____ to _____

Appraisal Instructions: Appraise performance in accordance with defined ratings shown below:

- | | | | |
|----------|--|-----------|---|
| 6 | Far exceeds all job requirements and all established objectives. Rarely equaled on performance expectations. This rating denotes exceptional performance and is associated with performance that has a significant impact on the department's performance. | 3 | Meets all job requirements and all expectations which were established as a basis for the evaluation. By definition, this is satisfactory performance and is the level of performance that is expected of the employee. |
| 5 | Consistently and clearly exceeds all job requirements. Contributes significantly to department success well beyond satisfactory performance of job requirements in terms of completeness, timing, budget, etc.. | 2 | Demonstrates sincere effort in achieving job requirements and expectations and is making progress toward meeting minimum standards. |
| 4 | Frequently exceeds most requirements and objectives. Demonstrates ability to surpass stated standards. Makes definite contributions to department success beyond job requirements and expectations. | 1 | Fails to meet job requirements, expectations and minimum standards. Problems areas need to be monitored and documented. |
| | | NA | Objective/Duty is too new to rate OR Management Skill does not apply. |

Concluding comments following appraisal interview:

Employee's comments and signature -- The contents of this form have been reviewed by me. I understand that this form will be used by the County in connection with salary administration, development and placement activities. My comments on this review are:

Employee's Signature _____ Date _____

Supervisor's comments and signature -- This performance evaluation is based on my observation and/or knowledge. It represents my best judgment of the employee's performance.

Appraiser's Signature _____ Date _____

Reviewer's Signature _____ Date _____

HR Dept Review: _____ Date _____

Employee's Name: _____ Appraisal Period: _____ to _____

I. Objectives / Duties:

List major job-related objectives/duties; comment on results in terms of job-related standards. Rate results, citing especially how the results met, exceeded or if the employee failed to meet job objectives or standards. Distributive points must total 100 with each objective/duty individually weighted.

	To be completed by Supervisor:				
	Supervisor Agree	Supervisor Disagree	Rating Earned	Distributive Points	Points Earned
1. Objective/Duty: _____ _____ _____ Results _____ _____ _____	_____	_____	_____	X _____	_____
2. Objective/Duty: _____ _____ _____ Results _____ _____ _____	_____	_____	_____	X _____	_____
3. Objective/Duty: _____ _____ _____ Results _____ _____ _____	_____	_____	_____	X _____	_____

X

X

X

X

Employee's Name: _____ to _____ Appraisal Period: _____ to _____

To be completed by Supervisor:

Supervisor Disagree _____ Rating Earned _____ Points Distributed _____ Points Earned _____

4. Objective/Duty: _____

Results _____

_____ X = _____

5. Objective/Duty: _____

Results _____

_____ X = _____

Total distributive points 100

Supervisor's comments: Supervisor, please comment below on any results or ratings that were lower or higher than employee's listed results and rating, and record any other additional comments you may have.

Obj./Duty Number

Total Distributive Points and Points Earned: 100 = _____ Divide Total Points Earned by 100 _____ = _____ Post this number in item 1 in Section X

Employee's Name: _____ Appraisal Period: _____ to _____

II. MANAGEMENT SKILLS

Evaluate the performance in terms of the task-related skills listed below. Cite specific examples which illustrate the proficiency and effectiveness (or lack thereof) in applying these skills to meet the requirements of the job. Rate effectiveness; describe how behavior met, exceeded or failed to meet the requirements of the job. Distributive points must total 100 with each skill individually weighted.

	Employee Rating	Distributive Points	To be completed by Supervisor:					
			Supervisor Agree	Supervisor Disagree	Rating Earned	Distributive Points	Points Earned	
1. Skill in Managing People: _____	_____	_____	_____	_____	_____	_____	_____	_____
2. Skill in Communicating: _____	_____	_____	_____	_____	_____	_____	_____	_____
3. Skill in Decision-Making: _____	_____	_____	_____	_____	_____	_____	_____	_____
4. Skill in Budgeting/Controlling Costs: _____	_____	_____	_____	_____	_____	_____	_____	_____
5. Skill in Administration: _____	_____	_____	_____	_____	_____	_____	_____	_____
6. Skill in Problem Solving: _____	_____	_____	_____	_____	_____	_____	_____	_____
7. Skill in Planning: _____	_____	_____	_____	_____	_____	_____	_____	_____
8. Skill in Achieving Results: _____	_____	_____	_____	_____	_____	_____	_____	_____
		Total distributive points			100			100

Supervisor's comments:

Supervisor, please comment below on any results or ratings that were lower or higher than employee's listed results and rating, and record any other additional comments you may have.

Obj./Duty Number

Divide Total Points Earned by 100

_____ = _____ Post this number in item 2 in Section X

Total Distributive Points and Points Earned:

Employee's Name: _____ Appraisal Period: _____ to _____

III. Attendance (to be completed by Supervisor)

Employee has used _____ personal and/or sick days in the last 12 months.
If employee has used more than his/her accrued number of personal/sick days, rate "Unsatisfactory" and deduct 1/2% from any recommended merit increase.

Rating: _____ Satisfactory _____ Unsatisfactory

Comments on attendance :

IV. Punctuality (to be completed by Supervisor)

Reported/returned to work late _____ times during current appraisal period.

Left early _____ times during current appraisal period.

Rating: _____ Satisfactory _____ Unsatisfactory

Comments on punctuality :

V. Personal Objectives (to be completed by Employee)

List the personal objectives you will work to achieve during the next Performance Appraisal period. (This may include: increases in quantity and quality of work, better work procedures, more efficient workflow, etc.)

VI. Additional Job Skills, Strengths or Accomplishments (To be completed by Supervisor)

Document here any job-related skill, strengths, or accomplishments that enhance on-the-job effectiveness.

Employee's Name: _____ Appraisal Period: _____ to _____

VII. Development (to be completed by Supervisor)

This section is to be used to identify employee's developmental needs. This may include improvement in skills, increases in personal effectiveness, additional professional development, or development of improved work habits. (NOTE: If an Exempt Employee receives a rating of "1" or "2" on any Management Skill, a developmental goal related to that skill must be established.)

1. Developmental Goal _____

How will this be accomplished _____

Target Date: _____

2. Developmental Goal _____

How will this be accomplished _____

Target Date: _____

3. Developmental Goal _____

How will this be accomplished _____

Target Date: _____

VIII. Document any notable one-time achievement that reduced cost, simplified procedures or increased service or effectiveness (to be completed by Supervisor)

IX. Additional Supervisory Comments: (Additional job-related strengths, special contributions, progress since last appraisal, etc.)

X. Overall Performance Rating (To be completed by Supervisor)

Exempt

Objectives/duties Rating (Item 1) _____ X .67 = _____

Management Skills Rating (Item 2) _____ X .33 = _____

Overall Performance Rating _____

EXEMPT EMPLOYEE'S INSTRUCTIONS FOR PERFORMANCE APPRAISAL

INTRODUCTION

The performance appraisal accompanying this set of instructions is designed to be used for assessing your job performance for the current appraisal period (past twelve months or less, as defined by your supervisor's appraisal schedule).

By honestly reviewing and documenting the performance of your job responsibilities, and sharing these with your supervisor during your appraisal discussion, a clear understanding between you and your supervisor of how your job performance is viewed will emerge.

Also, an assessment of your performance can offer considerable insight by identifying your strengths and enabling you to explore how they can best be utilized within your job. Any specific areas of your performance that need improvement can be seen as challenges that you need to meet in order to maintain the growth of your career.

When preparing your performance appraisal, please keep in mind that your supervisor is available to help you with your questions. If you and your supervisor need further assistance, please contact the Human Resources Department whose staff is always ready to help you with your inquiries.

All new employees will receive a performance appraisal during the first 89 days of employment with Fort Bend County and will thereafter be reviewed on an annual basis on or about the anniversary of the date of hire. The Human Resources Department will send your performance appraisal packet to your supervisor as the time for your review approaches, and your supervisor will then initiate the appraisal process with you.

PREPARATION

It is strongly recommended that you keep a file of your activities during the year. In this file, you can keep your own notes of such things as:

- ✓ when you took personal days off, reported late or left early and why
- ✓ memos that verify your good performance
- ✓ circumstances surrounding incidents when time was lost or targets were not met
- ✓ those times when you put forth unusual effort in order to accomplish a task
- ✓ documentation of creativity, initiative and long-range planning

The above suggestions are only a guide, and are not all-inclusive. It is recommended that you keep a file of such documentation because, for most of us, it is difficult to clearly remember those things that happened more than a few months in the past. Since you will be appraising yourself for up to twelve months of effort, these notes will serve as reminders that enable you to complete a balanced and honest appraisal. The time that you take to keep your file up to date will be rewarded when you sit down to complete your appraisal.

In addition to keeping your personal file, the following suggestions are made to help you in completing your performance appraisal:

- Review your current job description with your supervisor to insure that it accurately reflects the essential requirements of your job and that you both agree on the duties/objectives on which you will be evaluated.
- Be receptive to what your supervisor says about your performance, and be sure to discuss, and reach an understanding, on those areas in which you do not agree or are unclear.
- Be as specific as you possibly can, both in your discussion with your supervisor and with what you write on your appraisal form.
- Make a copy of your completed performance appraisal for your records.

COMPLETING THE FORMS

The supervisor will ensure that valid, agreed upon objectives and distributive points for each are completed on the appraisal form before giving it to the employee for self-appraisal at least two weeks before the scheduled appraisal interview. The employee will complete the Performance Appraisal form and give it to the supervisor at least one week before the scheduled appraisal interview.

1. Cover Sheet

Complete the top section of the cover sheet:

- name
- date of employment
- job code/grade (if known)
- department
- job title
- appraisal period (from ___ to ___)
- supervisor's title (Appraiser)
- department head/elected official title (Reviewer)

This page also defines evaluation ratings and provides space for comments at the end of the appraisal process. Signature blocks follow the respective comments sections.

2. "Objectives/Duties"

These are the objectives for which you were personally responsible over the appraisal period. The objectives and their respective distributive weights will have been set and weighted, by you and your supervisor, at the last performance appraisal. They are the goals and standards against which your performance has been measured for the current performance appraisal period. Each objective and its distributive points will have been listed by your supervisor prior to your receipt of the form.

3. "Results"

In this area, describe the degree to which the objective was achieved by the agreed upon target date (if applicable), with supporting statements and examples of performance and results. Be as specific as possible. If an objective was not achieved in a timely manner, this would be the appropriate place to state your explanation.

4. "Distributive Points"

In these spaces, the number representing the "weight" or percentage of importance that has been placed on each objective/duty will have been noted by your supervisor. The total distributive points for all objectives/duties must equal 100.

For example, if there are five (5) objectives listed and the first one is the most important, it may be assigned a value of 30. The other four objectives could have relative points of 20, 25, 15 and 10. Or, perhaps, all five could be of equal value, giving each 20 points. Again, these points (both for the "Objectives/Duties" section and the "Management Skills" section) will have been determined at the last performance appraisal session through supervisor/employee discussion.

5. "Employee Rating"

Assign a numerical score (1-6) that reflects your assessment of the degree to which you achieved the particular objective and/or the quality of the result. The rating scale is listed on the front page of the appraisal form.

6. Management Skills Rating

On this page, you are asked to rate your performance with regard to specific managerial skills. As with the "Objectives", these eight categories will have been "weighted" (distributive points assigned) at the last performance appraisal interview, in discussion between the supervisor and the employee, to reflect the relative importance of each for this performance appraisal period.

- | | |
|--|--|
| <i>Skill in Managing People</i> | those skills that must be developed in order to accomplish goals through others, i.e., leadership, counseling, monitoring and evaluating performance effectively |
| <i>Skill in Communicating</i> | written and oral communication skills used in correspondence, information exchange, explanation, instruction or persuasion |
| <i>Skill in Decision-making</i> | ability to make informed and valid decisions in a timely manner, researching options and potential consequences as necessary |
| <i>Skill in Budgeting/
Controlling Costs</i> | skill in researching, preparing or monitoring budget items within area(s) of responsibility; effectiveness in controlling and/or cutting costs |
| <i>Skill in Administration</i> | effective and efficient use of resources (space, people, equipment, etc.); required paperwork/reports prepared and submitted in a timely manner |
| <i>Skill in Problem Solving</i> | skill in arriving at plausible and effective ways to solve problems and ensure unit work is done efficiently |
| <i>Skill in Planning</i> | skill in short- and long-range planning, setting unit goals and objectives; setting priorities |
| <i>Skill in Achieving Results</i> | skill in meeting goals, deadlines; accomplishing objectives |

7. Attendance

Your supervisor will note the total number of personal days that you have used during the year and will assign a corresponding rating. Be sure to check this against your records and bring any discrepancy or extenuating circumstances regarding poor attendance to the attention of your supervisor. Time off taken beyond that earned (accrued to date) during the year will result in a less than satisfactory rating and will negatively affect merit increases, if given.

8. Punctuality

Being punctual is a necessary part of day to day departmental operations. This includes reporting to work, returning from breaks and leaving at designated times. Your supervisor will fill in the numbers requested; check these against your records and discuss your punctuality record with your supervisor during the appraisal interview if you feel the need to document a non-punctual trend.

9. Personal Objectives (Completed by the employee)

These are objectives that you want to accomplish, either because they are associated with your job responsibilities or because they relate to your development as an employee.

RETURNING THE FORMS

After you and your supervisor have discussed your performance appraisal for the current period, and all parts of the appraisal have been completed, both of you will sign the form for the current period. Your supervisor will give it to the department head/elected official for review, signature and return to the Human Resources Department in time to meet the deadline for processing merit increases (where applicable).

SETTING OBJECTIVES FOR THE NEXT PERFORMANCE APPRAISAL PERIOD

Considering your job description and personal goals, you and your supervisor will discuss and set job-related objectives for the upcoming appraisal period. To facilitate dialogue regarding the objectives, standards and requirements to be used, you will outline "Objectives/Duties" and "Personal Objectives" for the next twelve months prior to the appraisal interview. During the appraisal interview, you and your supervisor will discuss your suggestions and come to a decision regarding which will be used as objectives for the next appraisal period. Once this is determined, the requirements/objectives decided upon must be "weighted" to reflect their relative importance to the job, the department and to each other. This is done by assigning distributive points to each objective. The distributive points of all objectives chosen must total 100. The number of objectives should not be less than five (5) nor more than ten (10).

Likewise, the eight "Management Skills" must be assigned distributive points reflecting their relative importance to the job and to the department and must total 100 points. The individual skill points may remain constant from year to year, but should be reviewed annually to validate their weighting.

The objectives and their assigned weights must be signed by both supervisor and employee, with each retaining a copy. They should be reviewed half way through the appraisal period (in a meeting of employee and supervisor) to ensure they remain valid for appraisal purposes. If not, those which no longer apply should be adjusted or changed, so documented and signed by both supervisor and employee.

SUPERVISOR'S INSTRUCTIONS FOR EXEMPT EMPLOYEE'S PERFORMANCE APPRAISAL

The performance appraisal is designed to be utilized as a tool for reviewing and measuring an employee's performance over a specific period of time. It is the direct supervisor's responsibility to provide each employee with necessary feedback to insure proper communication at all times.

Fort Bend County Performance Appraisals are conducted in conjunction with each employee's anniversary date of hire. New employees are appraised before the end of their initial 89-day probationary period, as well as on their anniversary date. If the direct supervisor's status changes, i.e. voluntarily resigns, is transferred or promoted, or if an employee is transferred or promoted, an appraisal must be completed at that time. The appraisal forms and instructions are sent by the Human Resources Department, one month before an employee's scheduled appraisal date, to the appropriate reviewing supervisor's department head or elected official.

PREPARATION

It is strongly recommended that you, as supervisor, keep a file on each employee who reports directly to you. During the course of a year, make short notes as a reminder of incidents which reflect the employee's performance on the Performance Log. It might include such things as:

- days when the employee was out sick or tardy
- memos concerning good performance from other departments or the public
- incidents where time was lost or target dates were not met
- incidents where unusual effort was put forth in order to accomplish a task
- indicators of creativity, initiative or other special effort

The objective is to appraise performance for the entire appraisal period rather than for the last few months. Therefore, some method for recording events during the appraisal period is essential, such as the Performance Log.

In addition to an employee file, the following is a list of suggestions that should prove helpful in preparing and discussing the completed performance appraisal:

- Review the current job description to insure its accuracy
- Review the employee's personnel file thoroughly, noting past performance appraisals
- Have an open mind; be receptive to employee comments and suggestions
- Don't generalize; in criticizing performance, cite specific examples
- Encourage questions or comments about the review
- End on a positive note

In cases where a new supervisor is doing the appraising, members of the Human Resources Department will be available to assist or clarify any questions.

Performance Measures

Performance is measured by the degree to which the employee achieved specific measurable requirements and objectives. For this reason, and to insure that you can measure an employee's performance accurately, great care needs to be taken in forming the objectives against which performance will be evaluated. Each objective should be carefully analyzed to make sure that it meets the following criteria:

- Specific** It relates to a particular area for which the employee will be personally responsible.
- Measurable** It specifies what conditions will exist when the objective has been successfully met.
- Individual** It relates to the employee's contribution in meeting a goal.
- Realistic** It describes a performance level that is both attainable and challenging.
- Output** It describes a tangible result or product, not the process used to achieve the result or product.
- Target Date** The date upon which the objective, or part of the objective, is to be achieved.

With goals that are clear, specific and measurable, it becomes possible to assess employee performance in a fair and balanced manner.

COMPLETING THE FORMS

The supervisor will ensure that valid, agreed upon objectives and distributive points for each are completed on the appraisal form before giving it to the employee for self-appraisal at least two weeks before the scheduled appraisal interview. The employee will complete the Performance Appraisal form and give it to the supervisor at least one week before the scheduled appraisal interview.

1. Cover Sheet

This page identifies the employee, the department, reporting relationships and the dates of both the current and the last performance appraisals. It also defines evaluation ratings and provides space for comments following the appraisal process. Signature blocks follow the respective comments sections.

2. "Objectives/Duties"

These are the objectives for which the employee was personally responsible over the appraisal period. The objectives and their respective distributive weights will have been set and weighted, by the supervisor and the employee, at the last performance appraisal. They are the goals and standards against which employee performance has been measured for the current performance appraisal period. Each objective should be listed separately, using additional pages as necessary.

3. "Results"

In this area, the employee will describe the degree to which the objective was achieved by the agreed upon target date (if applicable), with supporting statements and examples of performance toward the achievement of the listed objective.

4. "Distributive Points"

In these spaces, the number representing the "weight" or percentage of importance that has been placed on that objective/duty as it relates to all those listed should be noted. The total distributive points for all objectives/duties must equal 100.

For example, if there are five (5) objectives listed and the first one is the most important, it may be assigned a value of 30. The other four objectives could have relative points of 20, 25, 15 and 10. Or, perhaps, all five could be of equal value, giving each 20 points. Again, these points (both for the "Objectives/Duties" section and the "Management Skills" section) will have been determined at the last performance appraisal session through supervisor/employee discussion.

5. Supervisor's Rating

Complete this section after you have reviewed the employee's self-appraisal and consolidated all information onto one form.

For each employee rating, check (✓) whether you agree or disagree, then assign a numerical score that reflects your assessment of the degree to which the employee achieved the particular objective and/or the quality of the result. (This can be the same rating designated by the employee in self-assessment.) The rating scale is listed on the front page of the appraisal form. Multiply the rating by the distributive points; the result is placed in the "Points Earned" space.

When all objectives have been reviewed and rated, total the points earned, divide by 100 and post the result in Item 1, Section 10.

NOTE: In determining a rating on employee performance, it is important to remember that it is not the person who is being evaluated, but how he/she performed in achieving agreed upon objectives. For this reason, it is again important to emphasize that objectives be clear, specific and measurable.

6. Supervisor's Comments

The supervisor should use this area to comment on areas of disagreement or to outline any extenuating circumstances if an objective was not achieved or performance did not meet expectations.

9. Punctuality

Being punctual is a necessary part of day to day departmental operations. This includes reporting to work, returning from breaks and leaving at designated times. Rate the employee accordingly, fill in the numbers requested and comment on the punctuality record if you feel the need to document a non-punctual trend.

10. Personal Objectives (Completed by the employee)

These are objectives that the employee wants to accomplish, either because they are a routine part of the job or because they relate to employee development. If the supervisor wishes to comment on these after the appraisal discussion, please make suggestions in a different colored ink and initial them.

11. Additional Job-Related Skills, Strengths and Accomplishments

In this section, list any employee skills, strengths or accomplishments that relate to the present job, or could be utilized on the job. The list can include such things as working well with people, demonstrating initiative and enthusiasm, technical knowledge and skill, and exercising good judgment. Be sure to provide specific examples or explanations of how each could be used to enhance job performance.

12. Development

In this area, list specific things, with target dates, that the employee can do to improve performance. These can include such things as better organization of time, acquiring new skills, or even specific things that the supervisor could do to improve the employee's performance (i.e., closer supervision/review, better explanations/instructions, or changing how things are accomplished in the department). In all cases, be as specific as possible, provide examples and indicate both how this would improve performance and how it can be accomplished.

13. One-time Achievement; Additional Supervisory Comments

Note any other accomplishment, progress, strengths, special contribution, etc. here.

14. Overall Performance Rating

Place the "Objectives" rating in item 1 and multiple by .67 (67%).

Place the "Management Skills" rating in item 2 and multiple by .33 (33%).

Add the results to obtain the Overall Performance Rating.

RETURNING THE FORMS

After discussion of the performance appraisal for the current period, and all parts of the appraisal have been completed, both supervisor and employee will sign the form for the current period, give it to the department head/elected official for review, signature and return to the Human Resources Department in time to meet the deadline for processing merit increases (where applicable).

SETTING REQUIREMENTS AND OBJECTIVES FOR THE NEXT PERFORMANCE APPRAISAL PERIOD

Using the job description and unit/department goals, the supervisor and the employee whose performance is being to be evaluated will set job-related objectives for the upcoming appraisal period. To facilitate dialogue regarding the objectives, standards and requirements to be used, the employee and supervisor will each list "Objectives/Duties" and the employee will outline "Personal Objectives" prior to the appraisal interview. During the appraisal interview, the employee and supervisor will discuss their individual lists and come to a decision regarding which will be used as objectives for the next appraisal period. Once this is determined, the requirements/objectives decided upon must be "weighted" to reflect their relative importance to the job, the department and to each other. This is done by assigning distributive points to each objective. The distributive points of all objectives chosen must total 100. The number of objectives should not be less than five (5) nor more than ten (10). Discuss the weightings with the employee and remain open to input and suggestions. The final decision, however, belongs to the supervisor.

Likewise, the eight "Management Skills" must be assigned distributive points reflecting their relative importance to the job and to the department and must total 100 points. The individual skill points may remain constant from year to year, but should be reviewed annually to validate their weighting.

The objectives and their assigned weights must be signed by both supervisor and employee, with each retaining a copy. They should be reviewed half way through the appraisal period (in a meeting of employee and supervisor) to ensure they remain valid for appraisal purposes. If not, those which no longer apply should be adjusted or changed, so documented and signed by both supervisor and employee.

CHECKLIST FOR RECOGNIZING A VALUABLE EMPLOYEE

- ✓ Is very knowledgeable about the requirements of the overall work flow
- ✓ Understands the requirements of related departments
- ✓ Knows how to research solutions to work problems; can readily use manuals or instruction guides
- ✓ Learns new techniques quickly; can readily coach or teach others
- ✓ Inspires or causes a favorable interpersonal response with others in the work environment
- ✓ Readily gains a rapport with other people of varied or different background
- ✓ Can easily recall names, addresses and dates
- ✓ Remarks and written correspondence are easily understood; has good communication skills
- ✓ Can accomplish certain math operations without the aid of a machine
- ✓ Can easily understand and then further explain abstract ideas
- ✓ Has a good understanding of computers, applicable software and their uses
- ✓ Comprehends various types of reports quickly
- ✓ Obtains information from prints, drawings, charts very readily
- ✓ Needs only a minimum of instruction
- ✓ Does not resist or feel threatened by changes in methods, techniques or equipment
- ✓ Makes more than acceptable suggestions from time to time
- ✓ Is not upset by panic or special jobs/deadlines
- ✓ Has the ability to catch own errors quickly
- ✓ Knows how to effect the proper corrective actions upon discovering mistakes
- ✓ Seldom loses temper; refrains from abusive or foul language
- ✓ Is confident in his/her personal success

**1994 SURVEY JOBS
CONSIDERED FOR
SALARY STRUCTURE
DEVELOPMENT**

Survey Jobs Used to Develop the Fort Bend County 1994 Structure**Grade 1:**

- 94 BLR Clerk
- 94 HCA Office Clerk I (Jr.)
- 93 Mercer Clerk I
- 94 BLR Recep/SB Operator
- 94 BLR Clerk/Typist

Grade 2:

- 94 BLR Admin/Sr Clerk
- 94 HCA Laborer (Unskilled)
- 94 Matagorda Deputy Tax A/C (Auto)
- 94 HCA Acct Clerk I (Jr.)
- 93 Mercer Clerk II
- 94 HCA Acct Clerk II (Intermed)
- 94 HCA Receptionist (Front Desk)
- 93 Mercer Acctng Clerk I
- 93 Mercer Acctng Clerk I
- 94 Matagorda Deputy County Clerk
- 94 Matagorda Deputy Distr Clerk
- 94 BLR Gen Maint Worker
- 94 BLR Jr. Acct Clerk
- 94 Matagorda Court Clerk (JP)
- 94 FBC Clerk I
- 94 HCA Switchbd Operator (Receptionist)
- 94 Matagorda Lt Equip Op

Grade 3:

- 93 Mercer Lead PBX Operator
- 94 FBC Receptionist
- 94 TECSS Instrument Tech (Surveying)
- 94 BLR Sr. Acct Clerk
- 94 Matagorda R&B Secretary
- 94 BLR Secretary A
- 94 Matagorda CID Secretary
- 94 FBC Accounting Clerk I
- 94 FBC Communications Operator

Survey Jobs Used to Develop the Fort Bend County 1994 Structure**Grade 4:**

94 HCA Office Clerk II
94 FBC Secretary I
94 FBC Clerk II
93 Mercer Secretary
93 Mercer Computer Operator
94 HCA Secretary/Admin Asst I
94 BLR Computer Operator
94 Matagorda Dispatcher
94 FBC Computer Operator I
94 BLR Executive Secretary
94 HCA Gen Maint Worker I
94 BLR Payroll Clerk

Grade 5:

93 Mercer Clerk III
94 Matagorda Hvy Equip Op
94 FBC Clerk III
94 Accounting Clerk II
94 Galveston Acct I (tax)
94 HCA Payroll Svc Coord
94 HCA Office Assistant
94 Matagorda Detention Officer - Certified
94 HCA Computer Operator II (Intermed)
93 Mercer Sr. Computer Operator

Grade 6:

FBC Secretary II
94 FBC Payroll Clerk
94 FBC Clerk IV
94 HCA Secretary/Admin Asst II
94 HCA Benefits Assistant
94 Matagorda Juv Prob Officer
94 HCA Legal Secretary I (Jr)
94 TECSS CAD Technician I
94 Matagorda Ch Dep Distr Clerk
94 Matagorda Ch Dep Cnty Treasurer
93 Mercer Buyer
94 HCA HR Assist. II (Sr)
94 FBC Computer Operator II
94 FBC Dispatcher
94 Internal Auditor I (Jr)
94 FBC Accounting Clerk III
94 HCA Computer Operator III (Sr)
94 Matagorda Deputy Sheriff (Patrol)
94 Personnel Assistant

Survey Jobs Used to Develop the Fort Bend County 1994 Structure**Grade 7:**

- 94 Matagorda Ch Dep Tax A/C
- 94 Matagorda Ch Dep County Clerk
- 94 HCA Gen Maint Worker II (Sr)
- 94 HCA Secretary/Admin Asst III
- 93 Mercer Payroll Service Coordinator
- 94 FBC Law Enforcement
- 94 FBC Secretary III
- 94 BLR Buyer
- 93 Mercer Administrative Secretary
- 94 BLR Administrative Assistant

Grade 8:

- 94 TECSS Engineer I (Civil)
- 94 HCA Secretary/Admin Asst IV
- 94 FBC Secretary IV
- 94 TECSS CAD Technician II
- 94 HCA Benefits Admin I (Staff Prof)
- 94 HCA Accts Payable Supervisor
- 94 BLR General Accountant
- 94 Matagorda 1st Asst County Auditor

Grade 9:

- 94 HCA Buyer I (Staff Prof)
- 94 HCA Gen Maint Supervisor
- 94 HCA Accountant II (Intermed)
- 93 Mercer Legal Secretary
- 94 HCA Office Admin Supervisor
- 94 FBC Service Technician
- 94 HCA HR Generalist II (Sr. Prof)
- 94 Matagorda Captn, Patrol
- 94 TECSS Engineer II (Civil)
- 94 Maintenance Supervisor
- 94 Purchasing Agent
- 94 HCA Programmer/Analyst II (Intermed)
- 94 TECSS CAD Technician III
- 94 BLR Programmer/Analyst

Grade 10:

- 94 BLR Engineer C
- 94 Galveston Asst DA (entry)
- 94 Matagorda Asst County Atty
- 94 TECSS Engineer III (Civil)
- 94 HCA Accountant III (Sr)
- 94 HCA Payroll/Timekeeping Supervisor
- 94 Galveston Personnel Manager
- 94 Galveston Dir of Social Services

Survey Jobs Used to Develop the Fort Bend County 1994 Structure**Grade 11:**

- 94 Galveston Ch. Deputy County Auditor
- 94 Matagorda Data Processing Mgr
- 94 BLR Sr. Programmer/Analyst
- 94 BLR Engineer B
- 94 HCA Systems Analyst III (Sr)
- 94 Matagorda Sr Asst DA

Grade 12:

- 94 BLR Accounting Manager
- 94 Personnel Manager
- 94 HCA Purchasing Agent
- 94 TECSS Engineer IV (Civil)
- 94 BLR Sr. Engineer A
- 94 HCA Systems Analysis Supervisor

Grade 13:

- 94 Galveston Director of Info Systems
- 94 BLR Data Processing Manager
- 94 BLR Purchasing Manager
- 94 BLR Controller

Grade 14:

- 94 TECSS Engineer V (Civil)
- 94 BLR Director of Engineering

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 3, 1995 UNDER AND BY VIRTUE OF CHAPTER 204, LOCAL GOVERNMENT CODE.

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 STRICT 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 February 27, 1995.

STARTING WITH _____ ENDING WITH _____
FILM CODE NO. 94-Vol. 89-Pg.0002 FILM CODE NO. 94-Vol. 89-Pg.0220

CAMERA NUMBER 4666 OR 10545 REDUCTION RATIO 29X &*32X
(Circle line) *Large computer pages.

(SEAL)

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

BETWEEN THIS TITLE PAGE AND THE CERTIFICATE OF LEGALITY AND AUTHENTICITY OF CITY
ARE THE COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF
THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 27th DAY OF February,
19 95 STARTING WITH FILM CODE NUMBER 94-Vol. 89-Pg.0223
~~YEAR-ROLL (VOL.) NO.-PAGE NUMBER~~

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
Betty Fulgham (DEPUTY CLERK)



Texas County and District Retirement System

400 West 14th Street • Austin, Texas 78701-1688 • (512) 476-1688 • (512) 476-3861

November 21, 1994

RECEIVED
NOV 28 1994
COUNTY JUDGE

BOARD OF TRUSTEES

Chairman
Giles Dalby
County Judge
Garza County

Vice-Chairman
Kathy Hynson
County Treasurer
Fort Bend County

Katy Caldwell
County Treasurer
Harris County

Maxine Darst
County Judge
Kaufman County

David U. Flores
County Auditor
Williamson County

Steve Radack
County Commissioner
Harris County

Sam D. Seale
Executive Director
Texas Association
of Counties

Nelda Walls Spears
Tax-Assessor-Collector
Travis County

Bill Walls
County Commissioner
Smith County

STAFF
Terry Horton
Director

Patel Hicks
Benefits Administrator

Ray Henry
Comptroller

Joseph Cannon Froh
Manager, Membership
Communications

Gaynor Kendall
Legal Counsel

Robert M. May
Actuary

Ron Schultz
Investment Counsel

TO:

COUNTY JUDGES and GOVERNING BOARD CHAIR
OF TCDRS MEMBER SUBDIVISION

FROM:

TERRY HORTON

RE:

RETIREMENT PLAN CHANGES

We provide you in July of this year information describing certain TCDRS retirement plan options available to your subdivision. We also noted that you should provide us with an order/resolution before the end of this year if you elect to adopt any of these options with an effective date of January 1, 1995.

Our records indicate that we have not received an order/resolution from you. If you do not intend to adopt a plan change, we would appreciate your completing the enclosed notice to that effect returning it to our office. Alternatively, if you have adopted, or intend to adopt a plan change, please submit your executed order/resolution to us before the end of the year. Orders or resolutions submitted after the end of the year cannot be accepted under governing law.

Please recall that TCDRS representatives are available to meet and discuss with you all available plan options. If you desire such a meeting, or would like to discuss your options by telephone, please contact Joseph Froh or Trueman O'Quinn of this office.

Again, if you have elected to make changes in your plan we must have your order/resolution before the end of the year. Alternatively, we would appreciate return of the enclosed notification if you do not plan to make any changes at this time.

TH/jm

Enclosure

CC: TCDRS Corresponding Official w/enclosure

NO PLAN CHANGE NOTICE

TO: TCDRS

FROM: Fort Bend County
Subdivision Name

Roy Cordes, Jr., County Judge
Name of Responding Official
(please type or print)

Roy Cordes Jr
Signature of Responding Official

RE: ADCR Plan

We do not choose to make any plan changes for calendar year 1995. We understand that the employee and employer contribution rate for 1995, as set out on Exhibit A previously provided us, will be as follows:

1995 Employee Contribution Rate	<u>7%</u>
1995 Employer Contribution Rate	<u>9%</u>

FORT BEND COUNTY TREASURER


KATHY HYNSON

309 S. FOURTH. SUITE 514
P.O. BOX 1202
RICHMOND, TEXAS 77406-1202
FAX 713-341-3757

713-341-3750

December 2, 1994

To: County Judge and Commissioner's Court

From: Kathy Hynson, County Treasurer 

Attached you will find information I received from the retirement system showing employees that will automatically vest next year with an eight-year vesting period. Individuals that will qualify to retire with the rule of 75 and 8 years of service and 60 years old. We even have four members that will vest with rule of 75.

All together there will be one hundred fifty-six (156) Fort Bend County members that will qualify and increase the county's liability even more that we have now.

By passing an order to change our plan, funding would become astronomical. As a member of the system and a taxpayer in Fort Bend County I don't believe, cost wise, that this would be the best thing at this time to accept and change.

cc: Robert Grayless
Ben "Bud" Childers
Dianne Wilson
Richard Selieh

Fort Bend County
Members Eligible to Retire
Rule of 75

89 0226
AS PER ORIGINAL

(as of 1/1/1995, assuming adoption by the Governing Board)

SSN	SubvNum	MbrNum	Name	Birth Dt	StatCd	Vest	Part Dt	Term Dt	Total Svc Mons*
461-58-0117	178	00056	DICKERSON, CHARLES A	12/1936	31	1	01/1972	12/1990	263
454-58-9899	178	00101	VACEK, LEONARD BERNARD	05/1940	11	1	01/1972	/	284
464-66-0920	178	00118	HEDT, W LEE	02/1941	11	1	01/1972	/	276
462-60-5000	178	00349	SCHMIDT, W LEE	09/1938	11	1	07/1974	/	246
467-56-6558	178	00444	WASICEK, BENNIE BOB	03/1936	11	1	09/1975	/	231
458-56-6763	178	00543	SELLER, RICHARD HAMPIL	01/1935	11	1	03/1977	/	213
458-28-9141	178	01563	MOORE, DONALD WARREN	09/1924	31	0	05/1983	12/1988	68
193-24-7508	178	02136	MURRAY, WILLIAM WALLACE	06/1925	11	0	11/1986	/	98
466-09-8913	178	02250	PRATT, RICHARD FRED	04/1922	32	4	09/1987	12/1992	64
434-32-7153	178	03093	SHAVER, SIDNEY MORELAND	09/1923	11	0	01/1989	/	72

Total Members 10

If the member is currently participating, we have assumed continuous deposits will be made.
 If the member is NOT currently participating, we have assumed no additional deposits will be made.

12/02/1994

* NOTE: Total Svc Months is Prior Svc + Current Svc as of assumed date of adoption.

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Members Eligible to Retire
8 Years Service at Age 60

(as of 1/1/1995, assuming adoption by the Governing Board)

89 0227

AS PER ORIGINAL

SSN	SubvNum	MbrNum	Name	Birth Dt	StatCd	Vest	Part Dt	Term Dt	Total Svc Mons*
456-46-3757	178	01800	ARMSTEAD, WILLIE EARL	07/1933	11	0	01/1985	/	119
467-44-9358	178	01842	ZAPALAC, FRANK EUGENE	12/1931	11	0	01/1985	/	119
458-46-2818	178	01843	HAMMETT, JOHN JOSEPH	07/1929	31	0	02/1985	01/1993	96
412-44-5709	178	01933	WILLIAMS, MARY FRANCES	09/1930	11	0	06/1985	/	114
460-46-5749	178	01968	ADOLPHUS, JAMES CLYDE	10/1929	11	0	09/1985	/	111
451-40-1467	178	02092	GALLAWAY, BOBBIE LEE	12/1931	11	0	08/1986	/	101
452-50-9608	178	02105	GARZA, JOSE GUADALUPE	12/1934	11	0	09/1986	/	100
193-24-7508	178	02136	MURRAY, WILLIAM WALLACE	06/1925	11	0	11/1986	/	98
462-44-6505	178	02160	MCMEANS, WALTER SHEPPARD	05/1929	11	0	01/1987	/	96

Total Members 9

If the member is currently participating, we have assumed continuous deposits will be made.
If the member is NOT currently participating, we have assumed no additional deposits will be made.

* NOTE: Total Svc Months is Prior Svc + Current Svc as of assumed date of adoption.

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12/02/1994

Fort Bend County

Members Eligible to Vest

89 0228

Rule of 75

(as of 1/1/1995, assuming adoption by the Governing Board)

SSN	SubvNum	MbrNum	Name	Birth Dt	StatCd	Vest	Part Dt	Term Dt	Total Svc Mons*
458-28-9141	178	01563	MOORE, DONALD WARREN	09/1924	31	0	05/1983	12/1988	68
193-24-7508	178	02136	MURRAY, WILLIAM WALLACE	06/1925	11	0	11/1986	/	98
466-09-8913	178	02250	PRATT, RICHARD FRED	04/1922	32	4	09/1987	12/1992	64
434-32-7153	178	03093	SHAVER, SIDNEY MORELAND	09/1925	11	0	01/1989	/	72
Total Members				4					

If the member is currently participating, we have assumed continuous deposits will be made.
If the member is NOT currently participating, we have assumed no additional deposits will be made.

12/02/1994

* NOTE: Total Svc Months is Prior Svc + Current Svc as of assumed date of adoption.

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Fort. Bend County
Members Eligible to Vest
8 Year Vesting

89 0229

(as of 1/1/1995, assuming adoption by the Governing Board)

ESN	SubvNum	MbrNum	Name	Birth Dt	StatCd	Vest	Part Dt	Term Dt	Total Svc Monst ^a
460-98-3664	178	00253	MUSSIL, BETTY ANN	10/1950	32	1	05/1973	05/1981	97
450-94-9969	178	00598	MONK, STEVEN DOUGLAS	07/1951	32	5	10/1977	10/1987	105
460-98-4197	178	00879	SEILER, CHARLES EDWARD	04/1955	31	0	12/1979	01/1988	98
451-86-4348	178	01439	FOLLIS, WILLIAM FRANKLIN	11/1949	32	1	11/1982	01/1991	98
461-70-2333	178	01463	FREEZE, BENNIE E	01/1942	11	0	01/1983	/	101
463-96-7322	178	01672	HARPER, MATTHEW ELLIOTT	08/1959	31	0	01/1984	03/1992	99
456-46-3757	178	01800	ARMSTEAD, WILLIE EARL	07/1933	11	0	01/1985	/	119
455-15-9559	178	01804	PHILLIPS, CAROL JEAN	07/1965	11	0	01/1985	/	119
454-64-1616	178	01805	CLEMENTS, JERRY TOM	11/1939	31	0	01/1985	10/1993	106
459-31-0296	178	01807	MUNOZ, LINDA ANN	10/1960	11	0	01/1985	/	119
467-60-7030	178	01814	GAINES, MARSHA PHIFER	10/1938	11	0	01/1985	/	119
288-60-0234	178	01815	GARTLAND, DEBORAH ANNE	09/1960	11	0	01/1985	/	119
459-62-1271	178	01829	PHILLIPS, ELMO JR	11/1942	11	0	01/1985	/	119
459-54-8306	178	01835	STEAMER, ARTHUR JAMES	08/1935	11	0	01/1985	/	119
466-21-0231	178	01841	WHITBEY, GARY KENNETH	08/1961	12	0	02/1985	/	118
467-44-9358	178	01842	ZAPALAC, FRANK EUGENE	12/1931	11	0	01/1985	/	119
458-46-2818	178	01843	HAMMETT, JOHN JOSEPH	07/1929	31	0	02/1985	01/1993	96
452-68-8785	176	01845	JETTER, DIANA	09/1943	11	0	02/1985	/	110
460-90-3515	178	01848	DELGADO, JUAN ALFONSO	07/1954	11	0	02/1985	/	118
462-45-6117	178	01849	RAMOS, ELIZABETH	11/1964	11	0	02/1985	/	118
456-88-4434	176	01852	GLESS, SARA LEE	12/1948	11	0	02/1985	/	118
455-56-1349	178	01853	GRISHAM, JERRY QUINTON	11/1941	11	0	02/1985	/	118
463-94-6939	178	01854	HERMAN, GREGORY MARK	10/1951	11	0	02/1985	/	118
538-62-1697	178	01855	JALOMO, GILBERT D JR	07/1960	11	0	02/1985	/	118
434-70-0105	178	01859	MARCUS, DANNY LEE	05/1948	11	0	02/1985	/	118
462-17-3909	178	01863	PAVELKA, KATHERYN E	04/1961	11	0	02/1985	/	118
261-86-6239	178	01866	ROWLAND, LLOYD ELMER	03/1952	11	0	02/1985	/	118
450-11-6147	178	01874	CHARLES, MARY LOUISE	08/1955	11	0	03/1985	/	117
317-44-5510	178	01875	CONRAD, PATRICK ROSS	05/1946	11	0	03/1985	/	117
466-17-2363	178	01878	HARRIS, VERONICA JEANETTE	08/1957	11	0	03/1985	/	117
450-94-9822	178	01880	RUNDL, MICHAEL JOSEPH	10/1953	11	0	03/1985	/	117
428-04-0639	178	01886	ROBINSON, MICHAEL RAY	07/1956	11	0	03/1985	/	117
460-74-4808	178	01891	WLECZYK, BARBARA ANN	10/1947	11	0	03/1985	/	117
455-52-6196	178	01894	GREGORY, HOLMAN CARTWRIGHT	03/1935	12	1	05/1985	/	116
374-60-4148	178	01898	MATHENY, NORA JEAN	02/1955	11	0	04/1985	/	116
449-13-0941	178	01899	MCARTHUR, SIDNEY WILLIAM	11/1956	11	0	04/1985	/	116
460-48-6810	178	01901	PUMPHREY, MARTHA SUE	05/1936	11	0	04/1985	/	116
411-62-9876	178	01909	WILLIAMS, EUNICE GEORGE	06/1939	12	0	06/1985	/	115
449-86-8944	178	01911	KRAMER, WILBURN HENRY JR	12/1957	11	0	05/1985	/	115
451-94-2616	178	01914	MORALES, REBECCA LLACA	11/1944	11	0	05/1985	/	115
463-29-4919	178	01915	WILLIAMS, PAMELA KAY	11/1961	11	0	05/1985	/	115
449-37-3617	178	01919	COUFAL, DAVID JOHN	07/1961	11	0	06/1985	/	114
449-96-1683	178	01921	DRACHENBERG, RONALD DEAN	02/1953	11	0	06/1985	/	114
462-64-0448	178	01922	FULGHAM, BETTY	08/1942	11	0	06/1985	/	114
466-90-7953	178	01923	GARRETT, MONTE ZANE	09/1952	11	0	06/1985	/	114
457-39-7933	178	01924	GILMORE, JACKIE	10/1960	11	0	06/1985	/	114
466-33-5228	178	01926	HARRIS, WILLIAM LEE	11/1966	11	0	06/1985	/	114
402-08-1350	178	01927	MELTON, STEVEN DEAN	07/1964	11	0	06/1985	/	114
457-06-5210	178	01928	FOJTIK, DENISE MARIE	03/1946	11	0	06/1985	/	114
462-92-6710	178	01931	VYKUKAL, DENNIS	02/1963	11	0	06/1985	/	114
412-44-5709	178	01933	WILLIAMS, MARY FRANCES	09/1930	11	0	06/1985	/	114
465-19-0901	178	01936	BERRY, KIMBELL RAY	05/1957	11	0	07/1985	/	113

If the member is currently participating, we have assumed continuous deposits will be made.
If the member is NOT currently participating, we have assumed no additional deposits will be made.

12/02/1994

* NOTE: Total Svc Months is Prior Svc + Current Svc as of assumed date of adoption.

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Fort Bend County

Members Eligible to Vest
8 Year Vesting

89 0230

(as of 1/1/1995, assuming adoption by the Governing Board)

SSN	SubvNum	MbrNum	Name	Birth Dt	StatCd	Vest	Part Dt	Term Dt	Total Svc Monsh*
476-58-0429	178	01937	VAUGHAN, CAROL C	08/1959	11	0	07/1995	/	113
450-04-0692	178	01944	KAMINSKI, DEBRA JEANNE	11/1960	11	0	07/1985	/	112
112-32-7042	178	01957	MILCH, SHIELA SUSAN	08/1942	11	0	08/1985	/	112
461-58-9773	178	01958	MONEY, DOROTHY JEAN	11/1939	11	0	08/1985	/	112
340-34-4424	178	01959	MONROE, KENETHA BUCHANAN	03/1942	11	0	08/1985	/	112
457-88-1767	178	01961	RICHARDS, VIRGINIA ANN	11/1947	11	0	08/1985	/	112
450-94-9611	178	01962	ROSAS, VIRGINIA VILLARREAL	03/1954	11	0	08/1985	/	112
464-37-9797	178	01963	STEGEMILLER, DARLEN G	04/1963	11	0	08/1985	/	112
450-46-5749	178	01968	ADOLPHUS, JAMES CLYDE	10/1929	11	0	09/1985	/	111
454-13-6039	178	01971	DUDLEY, FREDDY EUGENE	08/1955	11	0	09/1985	/	111
462-60-5493	178	01978	STADE, CLIFFORD LINN	06/1939	11	0	09/1985	/	106
456-70-6343	178	01979	STPATMAN, JOHNNY LEE	04/1943	11	0	09/1985	/	111
449-61-7776	178	01983	ZUROVEC, PAUL FRITZ JR	06/1967	11	0	09/1985	/	111
457-23-3695	178	01983	CERNOCH, BYRON CHARLES	03/1958	11	0	10/1985	/	110
458-11-6366	178	01988	GUEST, DIANE GAYLE	09/1957	11	0	10/1985	/	110
462-80-1510	178	01989	KOUTZ, ROGER WILLIAM	09/1954	11	0	10/1985	/	110
461-96-6975	178	01991	PITTMAN, LARRY DWAIN	09/1955	11	0	10/1985	/	110
461-08-5493	178	02000	PRIESMEYER, STANTON KEY	12/1961	11	0	12/1985	/	108
453-41-2049	178	02001	ALLEN, DOTTIE EUNICE	06/1963	11	0	01/1986	/	107
436-86-2402	178	02002	HONEYCUTT, JANIS BRIGGS	11/1951	11	0	01/1986	/	107
452-76-9074	178	02004	JOHNSON, EDWIN EARL	07/1947	11	0	01/1986	/	107
449-78-1957	178	02005	MARTINEZ, ALICIA GARZA	06/1949	11	0	01/1986	/	107
455-23-1208	178	02007	MIKESKA, PHYLLIS KAY	07/1957	11	0	01/1986	/	107
458-33-6517	178	02012	RUSSELL, RAYMOND BURNETT	06/1963	11	0	01/1986	/	107
454-43-1590	178	02014	VELEZ, YOLANDA GONZALES	12/1962	11	0	01/1986	/	107
411-84-7635	178	02018	LINDSEY, BEVERLY ANN	01/1948	31	0	02/1986	07/1994	102
449-19-6964	178	02021	RIENDEAU, LAWRENCE E JR	10/1956	11	0	02/1986	/	106
095-40-5553	178	02031	APREA, ALBERT JAMES	07/1948	11	0	04/1986	/	104
466-39-6995	178	02032	BURCIAGA, ALBERT HUERTA	01/1963	11	0	04/1986	/	104
458-11-7086	178	02035	CHAFFIN, RENEE DIVIN	05/1966	11	0	04/1986	/	105
459-39-6081	178	02039	JANCZAK, SANDRA KAYE	02/1963	11	0	04/1986	/	104
465-23-9820	178	02043	STRAUSS, PETER ROY	12/1962	11	0	04/1986	/	104
383-62-5458	178	02049	DRAKE, NANCY PATRICIA	03/1958	11	0	05/1986	/	103
464-06-8266	178	02051	GUEST, JAMES WAYMON	12/1952	11	0	05/1986	/	103
467-58-9803	178	02054	MARSALIS, HARRY P JR	03/1939	11	0	05/1986	/	103
554-54-2870	178	02056	MOSLEY, PAUL NORMAN SR	10/1943	11	0	05/1986	/	103
452-06-9556	178	02057	POHL, JAMES PRATER	07/1961	11	0	05/1986	/	103
453-31-3801	178	02061	WILLIAMS, MARK JONATHAN	10/1958	11	0	05/1986	/	103
458-59-2253	178	02064	GRAEBER, MICHAEL ALAN	02/1967	11	0	06/1986	/	103
225-70-2255	178	02071	LESSEY, LORRAINE MACCARTER	06/1946	11	0	06/1986	/	103
462-69-8644	178	02076	LEONHARDT, MICHAELNE ANN	10/1967	11	0	06/1986	/	102
462-58-0751	178	02079	STAVINOKA, JOAN MARIE	12/1935	11	0	06/1986	/	103
449-86-3555	178	02080	WERLEIN, SHEPPARD HALSEY	02/1949	11	0	06/1986	/	101
467-56-5906	178	02081	ALMENDAREZ, ANDREW AGUIRRE	01/1941	11	0	07/1986	/	100
452-50-5430	178	02082	ARNOLD, RAYFORD WAYNE	12/1938	11	0	07/1986	/	102
506-52-1346	178	02083	BOHACHEVSKY, ROMAN STEPHAN	01/1942	11	0	07/1986	/	102
457-06-7943	178	02087	MASSEY, DONALD RAY	02/1954	11	0	07/1986	/	102
454-84-1047	178	02089	SHRUM, DONALD LEE	10/1948	11	0	07/1986	/	102
451-40-1467	178	02092	GALLAWAY, BOBBIE LEE	12/1931	11	0	08/1986	/	101
462-96-8857	178	02100	WATSON, ALBERT	11/1953	11	0	08/1986	/	101
322-48-9771	178	02101	WATSON, NATHANIEL GILBERT	12/1952	11	0	08/1986	/	101
466-19-9344	178	02102	DECLAIRMONT, GALE LYNN	01/1957	11	0	08/1986	/	101

If the member is currently participating, we have assumed continuous deposits will be made.
If the member is NOT currently participating, we have assumed no additional deposits will be made.

Fort Bend County
Members Eligible to Vest
8 Year Vesting

89 0231

(as of 1/1/1995, assuming adoption by the Governing Board)

SSN	SubvNum	MbrNum	Name	Birth Dt	StatCd	Vest	Part Dt	Term Dt	Total Svc Mona*
456-71-3891	178	02104	FLECK, MARK D	10/1967	11	0	09/1986	/	100
452-50-9608	178	02105	GARZA, JOSE GUADALUPE	12/1934	11	0	09/1986	/	100
435-52-0273	178	02106	GODFREY, DOROTHY LYNN	07/1937	11	0	09/1986	/	100
338-38-7457	178	02107	HANDY, ALPHONSO	12/1946	11	0	09/1986	/	99
466-70-2430	178	02108	HOPE, JOHN K JR	02/1943	11	0	09/1986	/	100
130-44-8365	178	02109	ISELL, MARGARET ELIZABETH	06/1951	11	0	09/1986	/	99
452-78-6286	178	02110	KRUKEWITT, MOLLY KAY	10/1946	11	0	09/1986	/	100
466-80-6914	178	02111	MARKECH, DENISE DARLENE	10/1954	11	0	09/1986	/	100
453-23-7762	178	02112	MCWHORTER, RONALD LEE	08/1958	11	0	09/1986	/	100
451-54-3948	178	02113	MILLSAP, SAM FRANKLIN	11/1936	11	0	09/1986	/	100
455-84-3783	178	02116	WATTS, WANDA SUE	10/1948	11	0	09/1986	/	100
463-48-4885	178	02120	CERVENKA, KENNETH REED	02/1937	11	0	10/1986	/	99
465-43-3507	178	02128	THOMPSON, SYLVIA DENICE	09/1961	11	0	10/1986	/	99
462-37-7052	178	02129	WILLIAMS, JERRY ARTHUR	10/1965	11	0	10/1986	/	99
461-11-5062	178	02130	ANDERSON, MARK LINDSEY	08/1959	11	0	10/1986	/	98
466-78-0474	178	02134	DIAZ, JUAN SR	10/1951	11	0	11/1986	/	98
193-24-7508	178	02136	MURRAY, WILLIAM WALLACE	06/1925	11	0	11/1986	/	98
461-58-5068	178	02138	POWERS, DIANE B	09/1937	11	0	11/1986	/	98
452-57-0113	178	02141	WALGER, KELLY PATRICK	12/1965	11	0	11/1986	/	98
454-92-6309	178	02143	WENZEL, JAMES RANDOLPH	03/1953	11	0	11/1986	/	98
455-15-8122	178	02146	FOJTIK, CHARLES WAYNE	08/1964	11	0	12/1986	/	97
458-90-2848	178	02147	HUMPHREY, ENNIS BOYD JR	11/1948	11	0	12/1986	/	97
466-78-0890	178	02149	WEIDEMANN, DARREL WAYNE	07/1945	11	0	12/1986	/	97
453-31-6384	178	02150	ZOTYKA, BEN ALEXANDER	07/1963	11	0	12/1986	/	97
430-68-0548	178	02151	BRIDGES, BILLYE J	09/1958	11	0	01/1987	/	96
462-78-3102	178	02152	BRINKMEYER, CHARLENE	12/1944	11	0	01/1987	/	96
449-08-5249	178	02153	DILLENDER, PATRICIA LYNN	02/1954	11	0	01/1987	/	96
449-96-1756	178	02154	DITTFURTH, ERVIN HERMAN JR	03/1952	11	0	01/1987	/	96
465-86-7110	178	02157	GEICK, GARY ALAN	06/1948	11	0	01/1987	/	96
460-78-5211	178	02158	HOPKINS, GLORY	01/1943	11	0	01/1987	/	96
462-44-6505	178	02160	MCMEANS, WALTER SHEPPARD	05/1929	11	0	01/1987	/	96
453-64-2320	178	02166	SLIVA, MARVIN F	02/1938	11	0	01/1987	/	96
450-11-5621	178	02169	TEYKL, DIANE MARIE	11/1954	11	0	01/1987	/	96
455-94-2556	178	02219	MCAFFEE, DENNIS ALLEN	04/1950	12	1	06/1987	/	113

Total Members 138

If the member is currently participating, we have assumed continuous deposits will be made.
 If the member is NOT currently participating, we have assumed no additional deposits will be made.

12/02/1994

* NOTE: Total Svc Months is Prior Svc + Current Svc as of assumed date of adoption.

Page

3

(iv) The Commissioners' Court shall determine whether or not to order the abatement of the public nuisance and assess the costs of abatement of the public nuisance, plus an administrative fee of \$100.00, on the owner of the premises on which the public nuisance is located.

c. If the Director determines that the public nuisance has not been abated and a hearing has not been requested, then the Director shall do the following:

(1) Request that the County Health Department determine ownership of the premises on which the public nuisance is located.

(2) If the County Health Department's determination of ownership reflects an owner other than the person shown on the Notice to Abate Public Nuisance, the Director shall serve a Notice to Abate Public Nuisance on the person as shown on the Determination of Ownership and disregard all action taken theretofore and proceed with the procedures herein as if no prior action had been taken on the complaint subsequent to the service of the Notice to Abate the Public Nuisance.

(3) If the Determination of Ownership shows the owner to be the person served with the Notice to Abate Public Nuisance, then the Director shall do the following:

(a) Estimate the cost to abate the public nuisance.

(b) Forward the estimate of the cost to Commissioners' Court.

(c) The Commissioners' Court shall determine whether or not to order the abatement of the public nuisance and assess the costs of abatement of the public nuisance, plus an administrative fee of \$100.00, on the owner of the premises on which the public nuisance is located



County Attorney
FORT BEND COUNTY, TEXAS

89 0233

AS PER ORIGINAL

BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

AREA CODE 713
341-4555
FAX (713) 341-4557

October 19, 1994

The Honorable Roy L. Cordes, Jr.
County Judge
Fort Bend County, Texas

RE: Public Nuisance Abatement

Dear Judge Cordes:

Enclosed are the proposed Public Nuisance Abatement Order, Resolution and Procedures. Fort Bend County Sanitarian Jeff Garrett stated that the County needs to have the authority to demolish buildings under the provisions of the Texas Health and Safety Code. Chapter 343 of the code gives counties broader powers in abating nuisances similar to litter abatement.

The Commissioners' Court previously approved Litter Abatement procedures resembling the enclosed procedures in 1993. The procedures provide that a Fort Bend County Sanitarian be appointed as Director.

Very truly yours,

Portia Poindexter
First Assistant County Attorney

Ajnuisance.let:3170

cc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
* Jeff Garrett, Health Department

89 0234 25
2

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE., N.W.
WASHINGTON, D.C. 20004-1008
TELEPHONE (202) 639-6500
FAX (202) 639-6604

16 ALEXEY TOLSTOY STREET
SECOND FLOOR
MOSCOW 103001, RUSSIAN FEDERATION
TELEPHONE 011 (70-95) 956-1995
SATELLITE FAX (713) 758-4952
FAX 011 (70-95) 956-1996

2300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760

TELEPHONE (713) 758-2222
FAX (713) 758-2346

WRITER'S DIRECT DIAL

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2975
TELEPHONE (214) 220-7700
FAX (214) 220-7716

ONE AMERICAN CENTER
800 CONGRESS AVENUE
AUSTIN, TEXAS 78701-3200
TELEPHONE (512) 495-0400
FAX (512) 495-8612

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 (44-71) 491-7236
FAX 011 (44-71) 499-5320

December 13, 1994

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

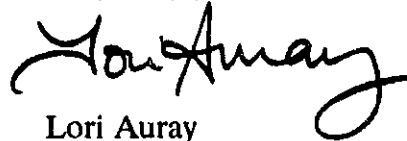
Re: Fort Bend County Flood Control Water Supply Corporation

Dear Ms. Wilson:

Please forward the approved documents presented at Commissioners Court today to my attention in the attached postage paid envelope.

Thank you for your assistance in this matter.

Very truly yours,



Lori Auray

Enclosure

c:\for649\wilson.lt3

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 27th day of September, 1994, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Roy L. Cordes, Jr.	County Judge
Bud O'Shieles	Comm., Prec. #1
Grady Prestage	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 THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION'S APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING SUCH CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH FINANCIAL ASSISTANCE AND CONTAINING OTHER PROVISIONS RELATING THERETO

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: 4
 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 THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION'S APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING SUCH CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH FINANCIAL ASSISTANCE AND CONTAINING OTHER PROVISIONS RELATING THERETO

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 for, among other things, flood control 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 substantial need for flood control improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run, which are located in Fort Bend County, Texas; and

WHEREAS, on August 21, 1987 the Board of Directors of the Corporation adopted a resolution authorizing application for financial assistance from the Texas Water Development Board (the "Water Development Board") in the amount of \$20,325,000 to finance regional flood control improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run, and such resolution authorized the President and officers of the Corporation and the Corporation's consulting engineers, financial advisors, attorneys and marketing analysts to submit the attached application to the Water Development Board for financial assistance and to do any and all things necessary and/or desirable in connection with such resolution; 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 be evidenced by the Board's purchase of \$20,325,000 Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1987 (the "Bonds"); and

WHEREAS, on November 30, 1994, the Board of Directors of the Corporation authorized application for additional financial assistance from the Texas Water Development Board (the "Water Development Board") in the amount of \$6,850,000 to finance the remainder of the regional flood control improvements to Stafford Run including construction of the Detention Pond facilities, and such resolution authorized the President and officers of the Corporation and the Corporation's consulting

engineers, financial advisors, attorneys and marketing analysts to submit the attached application to the Water Development Board for financial assistance and to do any and all things necessary and/or desirable in connection with such resolution; and

WHEREAS, the rules of the Water Development Board require the Corporation to comply with certain requirements prior to selling its Bonds to the Water Development Board, including obtaining approval from the Water Development Board of certain legal documentation and engineering plans and specifications for the flood control improvements; and

WHEREAS, in accordance with the Corporation's articles of incorporation any financings, indebtedness or obligations of the Corporation must be approved by the Commissioners Court; and

WHEREAS, the Commissioners Court now desires to authorize and proceed with any and all necessary action to authorize the Corporation to sell its Bonds to the Water Development Board; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

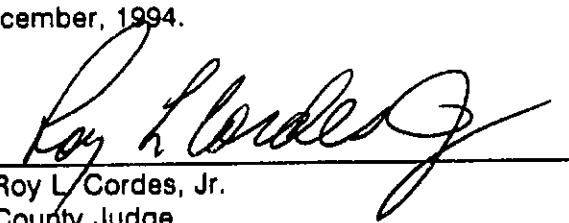
Section 1: The Commissioners Court hereby determines to authorize the necessary action to authorize the Corporation to obtain financial assistance from the Water Development Board in the amount of \$6,850,000 to be evidenced by the sale of its Bonds to the Water Development Board.

Section 2: The Commissioners Court hereby approves the contracts for engineering, legal, financial advisor and marketing services attached hereto.


Section 3: The Commissioners Court hereby approves the application for financial assistance to the Water Development Board attached hereto and authorizes the Corporation's Board of Directors and the Corporation's consultants to do any and all things necessary and proper in connection with the sale of Bonds to the Water Development Board and to satisfy the requirements set forth in the loan commitment from the Water Development Board.

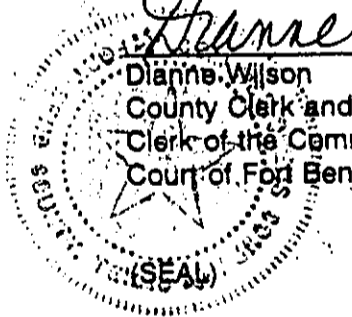
Section 4: The Corporation and its consulting engineers, attorneys, and financial advisors are hereby authorized to take all necessary actions with respect to obtaining property appraisals and acquiring the land rights-of-way necessary to construct and maintain the flood control improvements that will be financed through the sale of Bonds to the Water Development Board.

PASSED AND APPROVED this 13th day of December, 1994.


Roy L. Cordes, Jr.
County Judge

ATTEST:


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



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 THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION'S APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING SUCH CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH FINANCIAL ASSISTANCE AND CONTAINING OTHER PROVISIONS RELATING THERETO

adopted by said Commissioners Court at a meeting, open to the public, held on the 13th day of December, 1994, 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 13th day of December, 1994.

DIANNE WILSON, County Clerk and
Ex-Officio Clerk of
Commissioners Court

By *Dianne Wilson*



ORDER AUTHORIZING EXECUTION OF
RENEWAL CONTRACT BETWEEN FORT BEND COUNTY
AND FORT BEND HOUSING FINANCE CORPORATION

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 13 day of December, 1994, the
Commissioners' Court of Fort Bend County, Texas, upon motion of
Commissioner Prestage, seconded by Commissioner
O'Shields, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes, Jr. be, and he
is hereby, authorized to execute Renewal Contract between Fort Bend
County and Fort Bend Housing Finance Corporation, said Contract
being incorporated herein by reference for all purposes as though
fully set forth herein word for word.

JS:la/hfc.agr/2766(120794)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**RENEWAL CONTRACT BETWEEN FORT BEND COUNTY
AND FORT BEND HOUSING FINANCE CORPORATION**

This Agreement is made and entered into by and between Fort Bend County, (hereinafter referred to as "County") and the Fort Bend Housing Finance Corporation (hereinafter referred to as "HFC").

WHEREAS, Section 394.011 of the Texas Housing Finance Corporation Act, as amended, Chapter 394, Texas Local Government Code (the "Act"), provides that Commissioners' Court may enter into agreements with a housing finance corporation that is organized and operated solely for the public purpose of providing financing for residential ownership and development of decent safe and sanitary housing for persons of low and moderate income; and

WHEREAS, the County desires that the Housing Finance Corporation shall have and possess all powers conferred by the laws of the State of Texas on public non-profit corporations created under the Act; and

WHEREAS, the Corporation created under the Act will perform as the duly constituted authority of the County in matters pertaining to the limited and purely public purposes of financing the cost of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income in the County at prices they can afford; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows:

**I.
SERVICES**

HFC will be authorized to act on behalf of the County for the limited and purely public purposes of financing the cost of

residential ownership and development that will provide decent, safe, and sanitary housing for persons of low and moderate income in the County at prices they can afford.

**II.
TERM**

The term of this Agreement is January 1, 1995 through December 31, 1995. This Agreement shall terminate on December 31, 1995.

**III.
COMPENSATION**

The County agrees that it shall provide the Corporation TEN THOUSAND DOLLARS AND NO/100 (\$10,000.00) as part of the cost of such service to the public and residents of Fort Bend County for the year commencing January 1, 1995 and ending December 31, 1995.

IV.

It is agreed by the parties that at all times and for all purposes hereunder, the HFC is an independent contractor and not an employee or agent of the County.

No statement contained in this Agreement shall be construed so as to find the HFC an employee, or agent of the County, and the HFC shall be entitled to none of the rights privileges, or benefits of the County Employees.

V.

It is expressly agreed and understood by both parties that the County does reserve the right to discontinue funding when such funds designated for payment under the contract are depleted.

VI.

It is expressly agreed and understood by all parties that this contract constitutes the exclusive terms and conditions of this Agreement and cannot be modified except in writing with the agreement of all parties.

**VII.
HOLD HARMLESS**

The HFC agrees for itself, its heirs, assigns, and legal representatives to release and hold harmless the Commissioners' Court of Fort Bend County, Texas, any and all of its officials, staff, employees and servants wheresoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the HFC while performing the terms of this Agreement.

**VIII.
ASSIGNMENT**

Neither party to this contract shall assign the contract, nor any interest arising herein, without the written consent of the other.

**IX.
TERMINATION AND NOTICE**

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 shall be delivered to:

The Honorable Roy L. Cordes, Jr.
County Judge
P. O. Box 368
Richmond, Texas 77469

Notice to the HFC shall be delivered to:

The Fort Bend County Housing Finance Corporation
Attn: George Johnson, President
400 Jackson
Richmond, Texas 77469

The name of the initial registered agent at such address in Judge Roy L. Cordes, Jr. If notice is delivered by, it shall be deemed received two (2) days after mailing.

X.
ENTIRE AGREEMENT

AS PER ORIGINAL

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

Fort Bend County, Texas

By: *Roy Cordes, Jr.*
Roy I. Cordes, Jr.
County Judge

Date: 12/13/94

ATTEST:
Dianne Wilson
Dianne Wilson
County Clerk

Fort Bend County Housing Finance

By: *[Signature]*
President

Date: _____

ATTEST:

[Signature]
Secretary

Auditor's Certificate

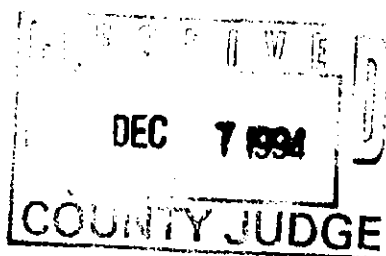
I hereby certify that funds are available to pay the obligation of Fort Bend County within the foregoing Agreement.

[Signature]
Robert Grayless
County Auditor

JS: la/hfc. agr/2766(120794)

Derek Consulting Group

Consultants to Management

3050 Post Oak Boulevard
Suite 695
Houston, Texas 77056
(713) 552-0888 FAX (713) 552-9702

December 5, 1994

Honorable Judge Roy L. Cordes Jr.
Fort Bend County
William B. Travis Annex
Suite 719
309 S. Fourth
Richmond, TX 77469

Dear Judge Cordes:

Our current consulting contract with the County to provide system consulting services related to the financial and payroll systems (LGFS; GHRS) was passed by Commissioners Court on July 5, 1994 and has a term which will end on January 31, 1995.

As the scope of work was delayed in starting while the County was seeking to fill the position of a System Accountant to support the project, we do not believe all work will be completed by the contract end date. Therefore, we are requesting a 60 day extension of the term (through March 31, 1995) so that all work can be completed.

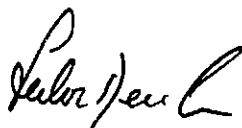
Once started, overall progress in the project has been good and we are confident the projects overall effort and deliverables will meet the County's expectations.

We would also like to take this opportunity to clarify the scope of one of the project tasks (Task 5.c.). There has been some question of how far we will be taking our review of PC-based software which might support treasury functions. As stated in our proposal and contract we will review the documentation and conducted a high level walkthrough of the current AMS Treasury Management software the County has purchased. We will also gather information (brochures) regarding similar PC-based systems for comparative review.

The comparative review will be based on literature review only and will not involve software demonstrations of any of the packages or loading/testing of the software packages. The purpose of this review is to provide information to make a general "directional" decision on whether the AMS software appears to be the best fit for the County. It is not intended to be a detailed review which would result in a specific PC software alternative. Such a review would require additional hours (for demos; detailed testing; etc) and would constitute additional services.

We appreciate the opportunity to serve the County and Commissioner Courts consideration of the request for a slight term extension. Please let me know if any additional information is required.

Sincerely,

A handwritten signature in cursive script, appearing to read "Fedor Derek".

Fedor Derek
Principal



BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

County Attorney
FORT BEND COUNTY, TEXAS

89 0246 *29*

AREA CODE 713
341-4555
FAX (713) 341-4557

December 19, 1994

Mr. Fedor Derek
3050 Post Oak Blvd.
Suite 695
Houston, Texas 77056

RE: Addendum to Consulting Services Agreement

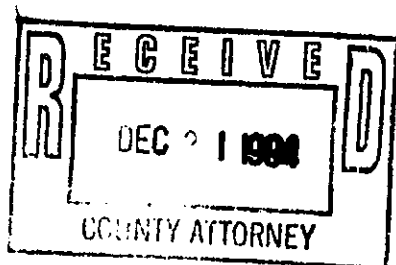
Dear Mr. Derek:

Enclosed is the Addendum to the Consulting Services Agreement approved by the Fort Bend County Commissioners' Court on December 13, 1994. Please sign the duplicate original agreements and return same to this office. We will send you one fully executed original agreement.

Very truly yours,

A handwritten signature in cursive script that reads "Portia Poindexter".

Portia Poindexter
First Assistant County Attorney



309 So. Fourth St., Suite 621, Richmond, Texas 77469

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE
ADDENDUM TO DEREK CONSULTING SERVICES AGREEMENT**

On this the 13 day of December 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner O'Shields, seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Addendum to Derek Consulting Agreement. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ADDENDUM TO CONSULTING SERVICES AGREEMENT

THIS ADDENDUM entered into by and between Fort Bend County, Texas, a body corporate and politic acting by and through its Commissioners' Court ("County") and **Derek Consulting Group**, a corporation authorized under the laws of the State of Texas, acting herein by and through its duly authorized officers (hereinafter referred to as "DCG").

WITNESSETH

THAT WHEREAS, the parties have entered into a Consulting Services Agreement of even date herewith, a copy of which is attached as Exhibit "A" and incorporated herein for all purposes; and,

WHEREAS, the parties desire to add to, delete or amend certain portions of this Agreement;

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

**I.
TERM**

1.01 This Agreement shall commence on the date the last party signs the Addendum and shall continue until **March 31, 1995**.

1.02 Section 4.01 of Exhibit "A" is hereby deleted.

**II.
SCOPE OF SERVICES**

2.01 Task 5.c. is amended to add:

The comparative review will be based on literature review only and will not involve software demonstrations of any of the

packages or loading/testing of the software packages. The purpose of this review is to provide information to make a "directional" decision on whether AMS Software appears to be the best fit for the County.

All other terms of the Consulting Services Agreement Exhibit "A" shall remain in full force and effect.

FORT BEND COUNTY

By:


Roy L. Cordes, Jr., County Judge

Date:

12-29-94

ATTEST:


Dianne Wilson, County Clerk

DEREK CONSULTING GROUP

By:


Fedor Derék

Date:

12/20/94

30. CONSIDER APPROVING CHANGE ORDER #23 FROM PEPPER-LAWSON CONSTRUCTION CO. FOR JAIL PROJECT:

No Court action.

31. DISCUSS AND CONSIDER TAKING ACTION ON COUNTY JAIL CONSTRUCTION PROJECT:

Commissioner O'Shieles announced the jail tower to be completed on February 28, 1995.

32. CONSIDER APPROVING THE FOLLOWING AS RECOMMENDED BY ENGINEERING DEPT.:
(1) APPLICATIONS FROM SOUTHWESTERN BELL TELEPHONE TO BURY CABLE UNDER/
ALONG THOMPSONS OILFIELD RE., SOLOMON RD AND FULSHEAR FARMS RD., PCT. 1;
(2) RELEASING CASHIERS CHECK #A 0120113008 TO QUEST CONSTRUCTION CO FOR
COMPLETION OF WORK ON FROST PASS, PCT. 3; (3) ACCEPTING STREETS IN
GREATWOOD KNOLL, SEC. 5; GREATWOOD GLEN, SEC 3; AND GREATWOOD SHORES,
SEC. 1 INTO THE COUNTY MAINTENANCE SYSTEM, AND RELEASE BONDS, PCT. 1;
(4) ACCEPTING THE FOLLOWING INSTRUMENTS, PCT. 1: (1) DEED WITHOUT WARRANTY
FROM THE GRAND PARKWAY ASSN. TO FORT BEND COUNTY; (2) RIGHT-OF-WAY EASEMENT
FROM JOAN WILLIAMS MCLEOD TO FORT BEND COUNTY (TRACT 2); (5) PAY
APPLICATION #1 IN THE AMOUNT OF \$30,000 TO A.I.M. CONTROLS FOR INSTALLATION
OF UNINTERRUPTIBLE POWER SUPPLY IN JANE LONG ANNEX; (6) ACCEPTING STREETS
IN VIA RANCH INTO COUNTY MAINTENANCE SYSTEM AND RELEASE BOND, PCT. 3; (7)
APPROVING THE TEMPORARY CLOSING OF FRY ROAD BEGINNING AT THE GRAND PARKWAY
AND EXTENDING WESTERLY APPROX. 5,280 LF TO ITS END, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve items 1 through 7 as listed above.

32(3) Accepting streets in Greatwood Knoll, Sec. 5; Greatwood Glen, Sec. 3; and Greatwood Shores, Sec. 1 into the County maintenance system, and release bonds, Pct. 1:

<u>Greatwood Knoll, Sec. 5</u>		<u>Greatwood Shores, Sec. 1</u>	
Knoll Crest Court	483.29 lf	Greatwood Lake Drive	3,937.62 lf
		Timberlake Drive	1,472.96 lf
		Forestlake Drive	762.62 lf
		Total	6,173.20 lf
<u>Greatwood Glen, Sec. 3</u>			
Emerald Glen Drive	1,196.80 lf		
Glen Wood Drive	1,018.40 lf		
Emerald Glen Court	267.94 lf		
Total	2,483.14 lf		

32(6) ACCEPTING STREETS IN VIA RANCH INTO COUNTY MAINTENANCE SYSTEM AND RELEASE BOND, PCT. 3:

<u>Via Ranch</u>	
Peek Road	7,834.61 lf
Fry Road	11,847.22 lf

33. AUTHORIZE ADVERTISING FOR BIDS FOR TRADE BOOKS FOR THE LIBRARY:

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize advertising for bids for trade books for the Library.

34. CONSIDER TAKING ACTION ON THE FOLLOWING TERM CONTRACTS:

(1) CREW CAB (#94-090):

Moved by Commissioner Pressley, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to award bid #94-090 to Helfman Ford and authorize purchase of one crew cab for Commissioner Pct. 3 in the amount of \$18,199 (base) as presented by Gilbert Jalomo, Purchasing Agent.

On this 13 day of DECEMBER, 19 94, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of SOUTHWESTERN BELL TELEPHONE CO Job Location THOMPSONS OILFIELD RD. Dated 11-30-94 Bond No. 81282, Permit No. 81629 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 Bressley, 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.

Notes:

1. Evidence of review by the commissioners court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
 Fort Bend County Engineering
 P. O. Box 1449
 Rosenberg, Texas 77471-1449
 713/342-3039, EXT. 111

3. This permit expires one (1) year from date of permit if construction has not commenced.

By *W. James Hegeman*
 County Engineer

By _____
 Drainage District Engineer/Manager

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

Clerk of Commissioners Court
 By *Linda Munoz*
 Deputy

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449Sidney M. Shaver
Permit Administrator1124-52 Blume Rd.
Phone: 342-3039PERMIT APPLICATION REVIEW FORM FOR
CABLE, CONDUIT, AND POLE LINE ACTIVITY
IN FORT BEND COUNTYPERMIT NO. 81629

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.

(1) Complete Application Form.

- a. Name of road, street and/or drainage ditch affected.
- b. Vicinity map showing course of direction.
- c. Plans and specifications.

(2) Bond: District Attorney, approval when applicable.

Perpetual bond currently posted.
No. 81282
Amount 50,000

Performance bond submitted.
No. _____
Amount _____

(3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct engineer acknowledgement

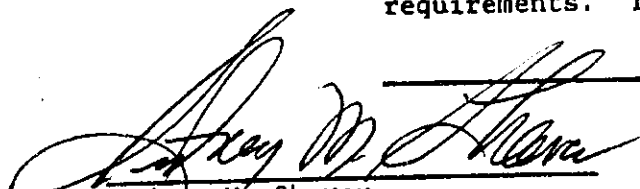
Date

Precinct commissioner acknowledgement

Date

(4) Drainage District approval when applicable.

We have reviewed this project and agree it meets minimum requirements. The following comments need to be addressed.



Sidney M. Shaver
Permit Administrator

12-2-94

Date

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
 IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
 IN FORT BEND COUNTY

89 0253

AS PER ORIGINAL

APPLICANT'S JOB NO. 8700003 PE-685
 PERMIT NO. 081629 PCT. NO. L
 BOND NO. 8/282

Formal notice is hereby given that SOUTHWESTERN BELL TELEPHONE COMPANY proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction
			Bored: Jacked: Driven: Cased
THOMPSONS OILFIELD RD.	3,233' SOUTH OF CLARK RD.	50'	✓
" " "	1,796' SOUTH OF RIGGINS RD.	40'	✓
" " "	1,381' NORTH OF TEXACO RD.	40'	✓
THOMPSONS OILFIELD RD	2,196' SOUTH OF TEXACO RD	40'	✓

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
THOMPSONS OILFIELD RD.	SW CORNER OF CLARK RD	SOUTH	4,445'

General Description

PLACE CABLE 24" DEEP 1' EAST OF EXISTING CABLE ON WEST R.O.W. OF THOMPSON OILFIELD RD

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering
 P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: SOUTHWESTERN BELL TEL.CO.
 AGENT and/or OWNER

Louis P. Endlich
 (Signature)

NAME & TITLE L.P. ENDLICH - MGR. ENG. DESIGN
 (Please Print)

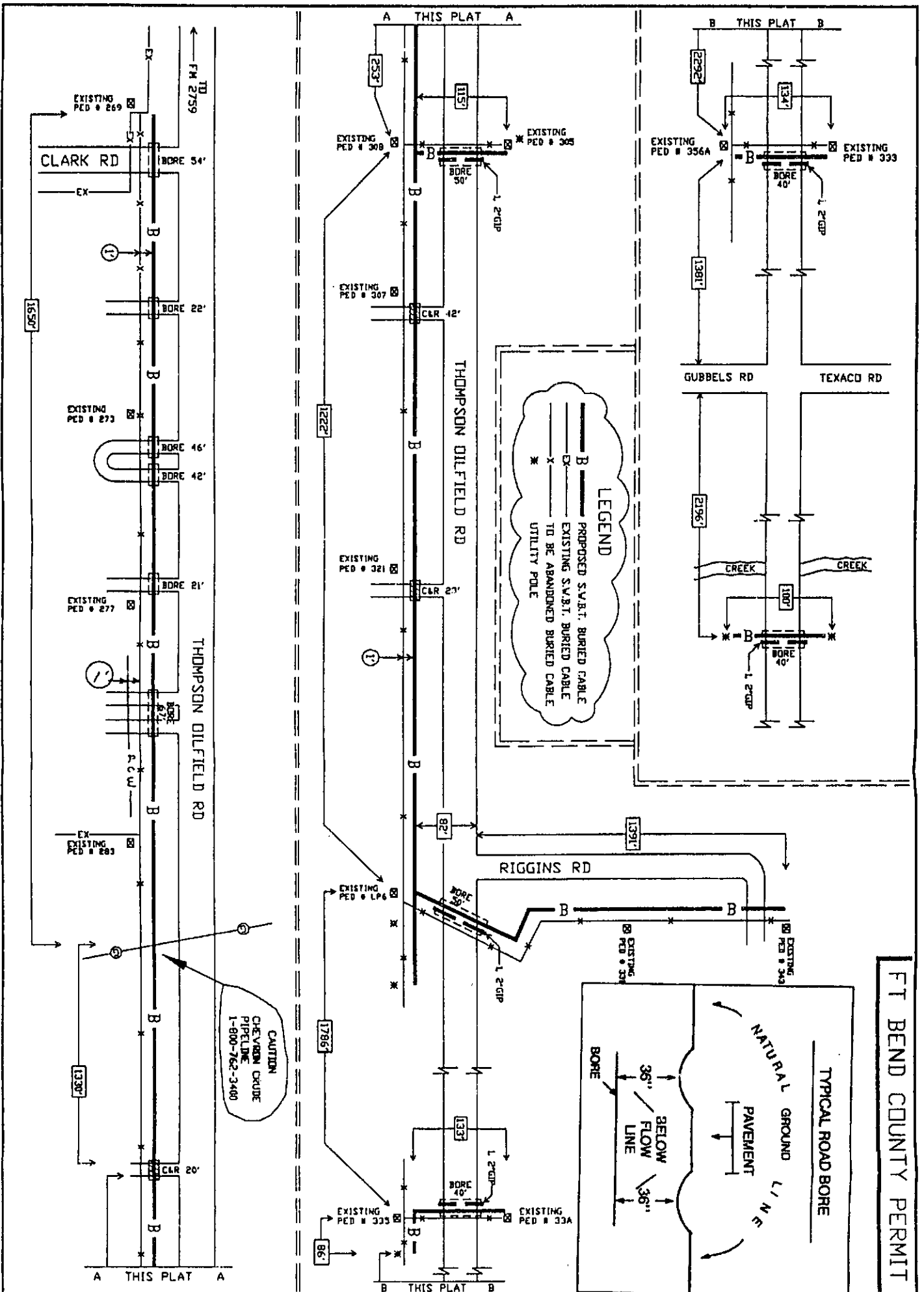
DATE: 11/30/94

ADDRESS: 1110 LOUISE, RM 200
 (Street/P.O. Box)

ROSENBERG TEXAS 77471
 City State Zip

TELEPHONE NO: (713) 341-4311
 (accessible 24 hrs/day, 7 days/week)

AS PER ORIGINAL



FT BEND COUNTY PERMIT

SPECIAL CIRCUITS	N	FORWARDED	N	
PERMIT REQUIRED	Y			
OPERATING RANGE OF JOB STEPS	LINE	TO	TO	
SPLICE	TO	TO		
MTRC	TRANSMISSION ZONE			
RZ 15	CZ TAPER CODE 102510			
KV 7.2	AERIAL Y BURIED N	CAUTION HIGH VOLTAGE		
POLE CONTACTS (+)	(-)			
PNR CO	NOTES			
ORDER NO.	0700003PE	PRINT NO.	685A	
TO: PRINTS	C.O. 713-545	EXCH. SMITHERSLAKE	TAX DIST. FG009	CEO LOC. W89545
ENGR. LPE	TELEPHONE NO. (713) 341-4311	REC. REF. RFL 108	MAP REF. 648 B	SCALE NONE
DATE INT.	11/07/94	DATE REV.		
JOB TITLE FLOOD REPLACEMENTS				

On this 13 day of DECEMBER, 1994, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of SOUTHWESTERN BELL TELEPHONE CO.
 Job Location SOLOMON, ROAD
 Dated 11-30-94 Bond No. 81282, Permit No. 81630
 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 Statutes. 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.

Notes:

1. Evidence of review by the commissioners court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
 Fort Bend County Engineering
 P. O. Box 1449
 Rosenberg, Texas 77471-1449
 713/342-3039, EXT. 111

3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]
 County Engineer

By N/A
 Drainage District Engineer/Manager

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

Clerk of Commissioners Court
 By [Signature]
 Deputy

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124-52 Blume Rd.
Phone: 342-3039

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 81630

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.

(1) Complete Application Form.

- a. Name of road, street and/or drainage ditch affected.
- b. Vicinity map showing course of direction.
- c. Plans and specifications.

(2) Bond: District Attorney, approval when applicable.

Perpetual bond currently posted.
No. 81282
Amount 50,000.

Performance bond submitted.
No. _____
Amount _____

Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct engineer acknowledgement

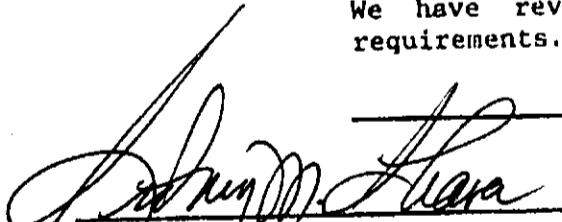
Date

Precinct commissioner acknowledgement

Date

Drainage District approval when applicable.

We have reviewed this project and agree it meets minimum requirements. The following comments need to be addressed.



Sidney M. Shaver
Permit Administrator

12-2-94

Date

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
 IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
 IN FORT BEND COUNTY

89 0257

APPLICANT'S JOB NO. 0700003 PG-681
 PERMIT NO. 081630 PCT. NO. 1
 BOND NO. 81282

AS PER ORIGINAL

Formal notice is hereby given that SOUTHWESTERN BELL TEL. CO.
 proposes to lay, construct, maintain and/or repair cable, conduit and/or pole
 line, in, under, across, or along roads, streets, highways and drainage
 ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

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

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
SOLOMON	AT FM 2759 & SOLOMON RD	NORTH	66'
	2,689' NORTH OF SOLOMON		
SOLOMON	RD AND FM 2759	NORTH	38'

General Description

FROM THE NW CORNER OF SOLOMON RD & FM 2759 PLACE TELECOMMUNI-

CATION CABLE 1' OFF WEST R.O.W 24" DEEP, GO NORTH 66' THEN STOP AND
 RESTART 2623' NORTH FOR 38'

The location and description of the proposed installation and appurtenances is
 more fully shown on the attached detail drawings. The laying, construction,
 maintenance and/or repair of the proposed installation shall be subject to "A
 Revised Order Regulating the Laying, Construction, Maintenance and/or Repair
 of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads,
 Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the
 Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed
 by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of
 August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court
 of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction
 and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering
 P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: SOUTHWESTERN BELL TEL. CO.
 AGENT and/or OWNER

Louis P. Endlich
 (Signature)

NAME & TITLE L.P. ENDLICH - MGR. ENG DESIGN
 (Please Print)

DATE: 11-30-94

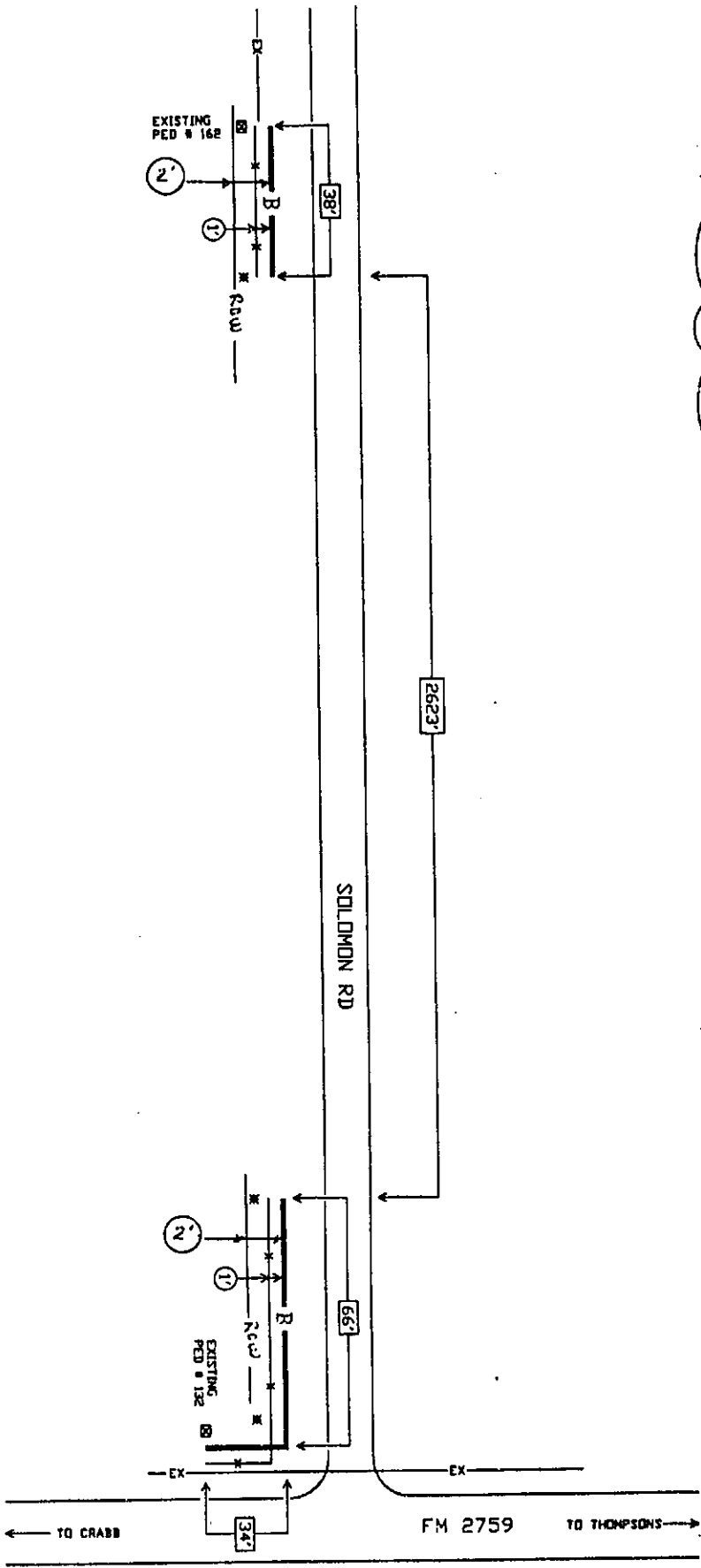
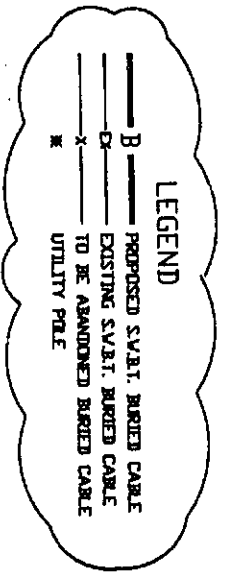
ADDRESS: 1110 LOUISE, RM 200
 (Street/P.O. Box)

ROSENBERG TX 77471
 City State Zip

TELEPHONE NO: (713) 341-4311
 (accessible 24 hrs/day, 7 days/week)

AS PER ORIGINAL

FT BEND COUNTY PERMIT



Key 648B

Not for disclosure outside Southwestern Bell Telephone Company except under written agreement.

SPECIAL CIRCUITS	N	NORTH ARROW
FORWARDED PERMIT REQUIRED	N	
OPERATING RANGE OF JOB STEPS		
LINE	TO	
SPLICE	TO	
MTRC		
TRANSMISSION ZONE		
RZ	CZ TAPER CODE	
KV	CAUTION HIGH VOLTAGE AERIAL Y BURIED N	
POLE CONTACTS (+) (-)		
PWR CO		
NOTES		
ENGR: PHIL ENDLICH		
TN: 713-341-4311		
ORDER NO. 0700003PE		
TOI PRINTS	PRINT NO. 681A	
C.O. 713-545		
EXCH. SMITHERSLAKE		
TAX DIST. FG009		
GEO LOC. W89545		
ENGR. LPE	DRAWN RAC	
TELEPHONE NO. (713) 341-4311		
REC. REF. RPL 108		
MAP REF. 648 9		
SCALE NONE		
DATE INT. 11/23/94		
DATE REV.		
JOB TITLE FLOOD REPLACEMENTS		

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 13 day of DECEMBER, 19 94, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of SOUTHWESTERN BELL TELEPHONE Co. Job Location FULSHEAR FARMS RD.

Dated 11-30-94 Bond No. 81282, Permit No. 81631

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 Statutes. Upon Motion of Commissioner Pressley, 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.

Notes:

1. Evidence of review by the commissioners court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
Fort Bend County Engineering
P. O. Box 1449
Rosenberg, Texas 77471-1449
713/342-3039, EXT. 111

3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]
County Engineer

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

By N/A
Drainage District Engineer/Manager

Clerk of Commissioners Court
By [Signature]
Deputy

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
 IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
 IN FORT BEND COUNTY

89 0260

AS PER ORIGINAL

APPLICANT'S JOB NO. N089260
 PERMIT NO. 081632 PCT. NO. 1
 DOND NO. 81282

Formal notice is hereby given that SOUTHWESTERN BELL TEL. CO.
 proposes to lay, construct, maintain and/or repair cable, conduit and/or pole
 line, in, under, across, or along roads, streets, highways and drainage
 ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction
			Bored: Jacked: Driven: Cased
FULSHEAR FARMS ROAD	.4 MILE WEST OF BOWSER RD	32'	✓ : : :

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
FULSHEAR FARMS ROAD	.4 MILE WEST OF BOWSER RD		94'

General Description

PLACE BURIED SERVICE WIRE FROM 1' SOUTH OF NORTH R.O.W. OF FULSHEAR FARMS ROAD TO 1' NORTH OF S. R.O.W. THEN GO WEST 94' TO PROVIDE SERVICE TO 33703 FULSHEAR FARM RD. DEPTH=24"

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering
 P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: SOUTHWESTERN BELL TEL. CO.
 AGENT and/or OWNER

L. P. Endlich
 (Signature)

NAME & TITLE L. P. ENDLICH MGR. ENG-DESIGN
 (Please Print)

DATE: 12-05-94

ADDRESS: 1110 LOUISE, RM 200
 (Street/P.O. Box)

ROSENBERG TX. 774
 City State Zip
 TELEPHONE NO: 713-341-4311
 (accessible 24 hrs/day, 7 days/week)

COUNTY OF FORT BEND

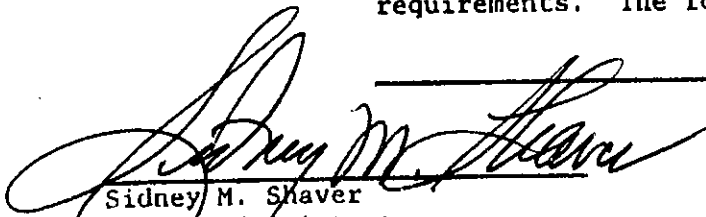
Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449Sidney M. Shaver
Permit Administrator1124-52 Blume Rd.
Phone: 342-3039PERMIT APPLICATION REVIEW FORM FOR
CABLE, CONDUIT, AND POLE LINE ACTIVITY
IN FORT BEND COUNTYPERMIT NO. 81632

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.

- (1) Complete Application Form.
- a. Name of road, street and/or drainage ditch affected.
- b. Vicinity map showing course of direction.
- c. Plans and specifications.
- (2) Bond: District Attorney, approval when applicable.
- Perpetual bond currently posted.
No. 81282
Amount 50,000.
- Performance bond submitted.
No. _____
Amount _____
- (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.
- _____
Precinct engineer acknowledgement Date _____
- _____
Precinct commissioner acknowledgement Date _____
- (4) _____
Drainage District approval when applicable.

We have reviewed this project and agree it meets minimum requirements. The following comments need to be addressed.


Sidney M. Shaver
Permit Administrator

12-6-94
Date

FT. BEND CO.
PERMIT



NORTH ARROW

OPERATING RANGE OF JOB STEPS



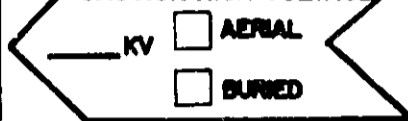
MFRC

TRANSMISSION ZONE

RZ _____ CZ _____

TAPER CODE

CAUTION HIGH VOLTAGE



SPECIAL CIRCUITS INVOLVED

YES NO

6203 FORWARDED

YES NO

PERMIT REQUIRED

YES NO

POLE CONTACTS

(+) _____ OR (-) _____

PWR. CO. _____

NOTES

ORDER NO. N289260

TOT. PLATS _____ FLAT NO. _____

CO. VALLEY LODGE

EXCH. _____

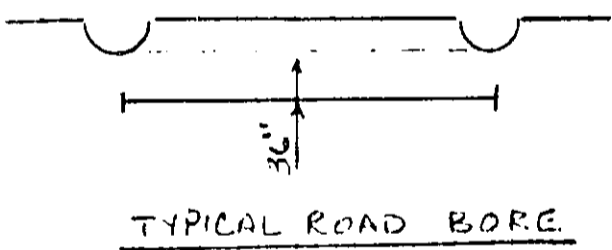
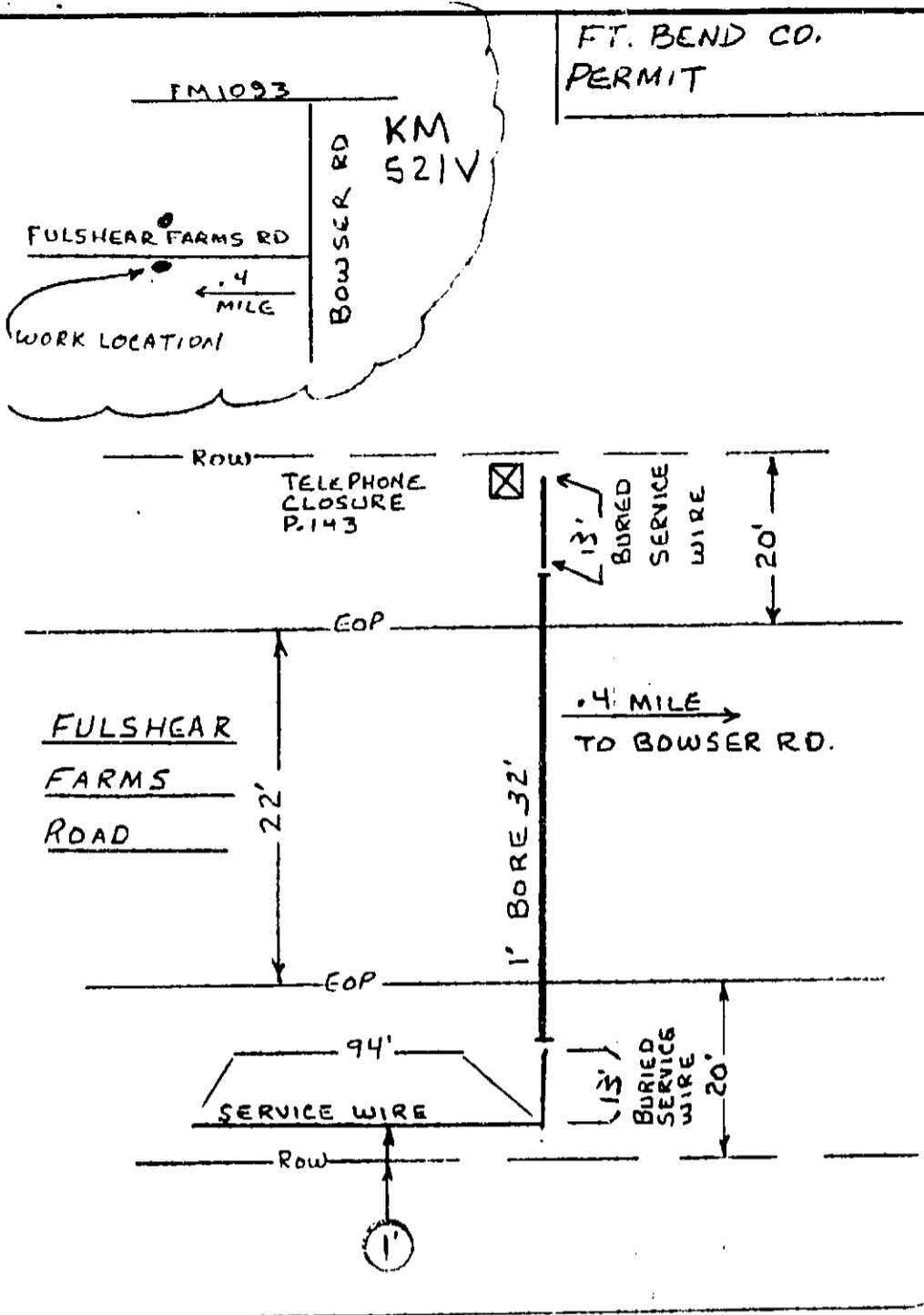
TAX DIST. _____

GEO. LOC. _____

ENGR. _____ DRAWN _____

MAP REF. _____

REC. REF. _____



89 0263
2

COUNTY OF FORT BEND

Engineering Department

AS PER ORIGINAL

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

Sidney M. Shaver
Permit Administrator

1124 Blume Road
Phone: (713) 342-3039

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT:

check one or more documents per project

PERPETUAL BOND

_____ \$ _____

Name: _____

PERFORMANCE BOND

_____ \$ _____

Name: _____

CASHIER'S CHECK

0120013008 \$ 2,000.

Name: QUEST CONSTRUCTION COMPANY

RIDER TO BOND

_____ \$ _____

Name: _____

PERMIT NUMBER (name or location):

RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: QUEST CONSTRUCTION COMPANY
Address: 407 JULIE RIVERS #100
City/State/Zip: SUGAR LAND TX 77478
Go Mr. BILL BAIN

AGREED:

[Signature]
FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # _____

COURT APPROVED: 12-13-94 # 32/2

DATE OF RETURN: _____

BY: _____
Deputy County Clerk

COVER SHEET
CABLE, CONDUIT, AND POLE LINE
ACTIVITY IN FORT BEND COUNTY

AS PER ORIGINAL

COPY

Company Name: Quest Construction Co.

Permit No. 81618 Date: 10-4-94

General Description: Driveway tie-IN ON Frost Pass
Pct #3

Contact: Bill Bain Phone No. 240-7300

Approved in Commissioners' Court. Date: _____

Remarks: _____

Construction start up as per written notice. Date: _____

Mailed permit. Date: _____

Construction completed and ready for final inspection as per written notice. Date: _____

Final inspection confirming that the project is complete, and meets plans and specifications as presented in the permit. This permit may be closed.

Remarks: _____

Steven L. Evans 11/30/94
Engineering Department's Representative Date

Commissioner Precinct's Representative Date

Drainage District's Representative Date

89 0265

32/3

COUNTY OF FORT BEND

AS PER ORIGINAL

Engineering Department

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

1124 Blume Road
Phone: (713) 342-3039

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT:

check one or more documents per project

BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

35 \$ 311,760.00

Name: P=Riverbrook Associates, S= American General Investment

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (name or location): GREATWOOD SHORES, SEC. 1

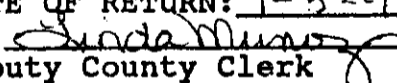
RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: Mr. Dave Niles, Rust Lichliter/Jameson
Address: 11111 Brooklet Dr., Suite 100
City/State/Zip: Houston, Texas 77099-3596

AGREED:


FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # _____

COURT APPROVED: 12-13-94 # 32/3
DATE OF RETURN: 1-5-95
BY: 
Deputy County Clerk

COUNTY OF FORT BEND

Engineering Department

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

1124 Blume Road
Phone: (713) 342-3039

December 6, 1994

Commissioner R. L. "Bud O'Shieles
Fort Bend County Precinct # 1
P.O. Box 148
Richmond, Texas 77469

RE: GREATWOOD SHORES, SECTION 1

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

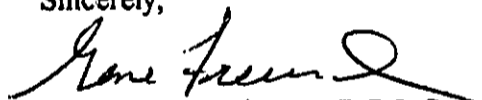
Greatwood Lake Drive	3,937.62 lf
Timberlake Drive	1,472.96 lf
Forestlake Drive	<u>762.62 lf</u>
Total	6,173.20 lf

The current bond/letter of credit is # 35 in the amount of \$ 311,760.00. Release letter of credit to:

Mr. Dave Niles, Rust Lichliter/Jameson
11111 Brooklet Dr., Suite 100
Houston, Texas 77099-3596

If you should have any questions or need additional information, Please feel free to call.

Sincerely,



M. Gene Freund, P.E., R.P.L.S.
Assistant to County Engineer

MGF/dkp

cc: Mr. Dave Niles, Rust Lichliter/Jameson
File

COUNTY OF FORT BEND

Engineering Department

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

1124 Blume Road
Phone: (713) 342-3039

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT:

check one or more documents per project

BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

134 \$ 137,850.00

Name: P=American General dba Riverbrook, S= American General

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (name or location): GREATWOOD GLEN, SEC. 3

RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: Mr. Dave Niles, Rust Lichliter/Jameson
Address: 11111 Brooklet Dr., Suite 100
City/State/Zip: Houston, Texas 77099-3596

AGREED:



FORT BEND COUNTY ENGINEER

COMMISSICNER, PRECINCT # _____

COURT APPROVED: 12-13-94 # 32/3
DATE OF RETURN: 1-5-95
BY: Jinda Munoz
Deputy County Clerk 0

COUNTY OF FORT BEND

Engineering Department

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

1124 Blume Road
Phone: (713) 342-3039

December 6, 1994

Commissioner R. L. "Bud O'Shieles
Fort Bend County Precinct # 1
P.O. Box 148
Richmond, Texas 77469

RE: GREATWOOD GLEN, SECTION 3

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths, are as follows:

Emerald Glen Drive	1,196.80 lf
Glen Wood Drive	1,018.40 lf
Emerald Glen Court	<u>267.94 lf</u>
Total	2,483.14 lf

The current bond/letter of credit is # 134 in the amount of \$ 137,850.00. Release letter of credit to:

Mr. Dave Niles, Rust Lichliter/Jameson
11111 Brooklet Dr., Suite 100
Houston, Texas 77099-3596

If you should have any questions or need additional information, Please feel free to call.

Sincerely,



M. Gene Freund, P.E., R.P.L.S.
Assistant to County Engineer

MGF/dkp

cc: Mr. Dave Niles, Rust Lichliter/Jameson
File

COUNTY OF FORT BEND

Engineering Department

AS PER ORIGINAL

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

1124 Blume Road
Phone: (713) 342-3039

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT:

check one or more documents per project

BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

133 \$ 26,950.00

Name: P= American General dba Riverbrook, S= American General

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (name or location): GREATWOOD KNOLL, SEC. 5

RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: Mr. Dave Niles, Rust Lichliter/Jameson
Address: 1111 Brooklet Dr., Suite 100
City/State/Zip: Houston, Texas 77099-3596

AGREED:



FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # _____

COURT APPROVED: 12-13-94 # 32(3)
DATE OF RETURN: ~~1-5-95~~ 1-5-95
BY: Jinda Minor
Deputy County Clerk

COUNTY OF FORT BEND

Engineering Department

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

1124 Blume Road
Phone: (713) 342-3039

December 6, 1994

Commissioner R. L. "Bud O'Shieles
Fort Bend County Precinct # 1
P.O. Box 148
Richmond, Texas 77469

RE: GREATWOOD KNOLL, SECTION 5

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Knoll Crest Court 483.29 lf

The current bond/letter of credit is # 133 in the amount of \$ 26,950.00. Release letter of credit to:

Mr. Dave Niles, Rust Lichliter/Jameson
11111 Brooklet Dr., Suite 100
Houston, Texas 77099-3596

If you should have any questions or need additional information, Please feel free to call.

Sincerely,



M. Gene Freund, P.E., R.P.L.S.
Assistant to County Engineer

MGF/dkp

cc: Mr. Dave Niles, Rust Lichliter/Jameson
File



FORT BEND COUNTY CLERK

89 0271 *3/2/95*

DIANNE WILSON
COUNTY CLERK

Departments:

Courts

(713) 341-8660

Recording/Vital Statistic

(713) 341-8653

Elections/Voter Registration

(713) 341-8670

Micrographics

(713) 341-8683

January 5, 1995

NOTIFICATION OF RELEASE OF SECURITY

A release order has been issued by the Fort Bend County Commissioners Court for the following security:

LETTER OF CREDIT#:

#35 (Greatwood Shores, Sec. 1)

#134 (Greatwood Glen, Sec. 3)

#133 (Greatwood Knoll, Sec. 5)

PRINCIPAL: Riverbrook Associates

SURETY: American General Investment

SUM: loc #35 - \$311,760
loc #134 - \$137,850
loc #133 - \$26,950

DATE OF ORDER TO RELEASE: December 13, 1994

RELEASE TO: Mr. Dave Niles
Rust Lichtler/Jameson
1111 Brooklet Dr.
Suite 100
Houston, Tx. 77099

Information on the issuance and release of this security are on file in the office of the Fort Bend County Clerk. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, P.O. Box 520, Richmond, Texas 77406 or call 341-8685.

Linda Munoz
Linda Munoz
County Clerk's Office

cc: Delynn Petkus, County Engineering Dept.

COUNTY OF FORT BEND

Engineering Department

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

1124 Blume Road
Phone: (713) 542-3039

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT:

check one or more documents per project

BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

35 \$ 311,760.00

Name: P=Riverbrook Associates, S= American General Investment

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (name or location): GREATWOOD SHORES, SEC. 1

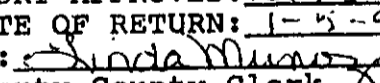
RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: Mr. Dave Niles, Rust Lichliter/Jameson
Address: 11111 Brooklet Dr., Suite 100
City/State/Zip: Houston, Texas 77099-3596

AGREED:


FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # _____

COURT APPROVED: 12-13-94 # 32/3
DATE OF RETURN: 1-5-95
BY: 
Deputy County Clerk

COUNTY OF FORT BEND

Engineering Department

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

1124 Blume Road
Phone: (713) 342-3039

December 6, 1994

Commissioner R. L. "Bud O'Shieles
Fort Bend County Precinct # 1
P.O. Box 148
Richmond, Texas 77469

RE: GREATWOOD SHORES, SECTION 1

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths, are as follows:

Greatwood Lake Drive	3,937.62 lf
Timberlake Drive	1,472.96 lf
Forestlake Drive	<u>762.62 lf</u>
Total	6,173.20 lf

The current bond/letter of credit is # 35 in the amount of \$ 311,760.00. Release letter of credit to:

Mr. Dave Niles, Rust Lichliter/Jameson
11111 Brooklet Dr., Suite 100
Houston, Texas 77099-3596

If you should have any questions or need additional information, Please feel free to call.

Sincerely,



M. Gene Freund, P.E., R.P.L.S.
Assistant to County Engineer

MGF/dkp

cc: Mr. Dave Niles, Rust Lichliter/Jameson
File

AS PER ORIGINAL

COUNTY OF FORT BEND

Engineering Department

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

1124 Blume Road
Phone: (713) 342-3039

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT:

check one or more documents per project

BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

134 \$ 137,850.00

Name: P=American General dba Riverbrook, S= American General

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (name or location): GREATWOOD GLEN, SEC. 3

RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: Mr. Dave Niles, Rust Lichliter/Jameson
Address: 11111 Brooklet Dr., Suite 100
City/State/Zip: Houston, Texas 77099-3596

AGREED:


FORT BEND COUNTY ENGINEER

COMMISSICNER, PRECINCT # _____

COURT APPROVED: 12-13-94 # 32/3
DATE OF RETURN: 1-5-95
BY: Jinda Munoz
Deputy County Clerk

COUNTY OF FORT BEND

Engineering Department

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

1124 Blume Road
Phone: (713) 342-3039

December 6, 1994

Commissioner R. L. "Bud O'Shieles
Fort Bend County Precinct # 1
P.O. Box 148
Richmond, Texas 77469

RE: GREATWOOD GLEN, SECTION 3

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Emerald Glen Drive	1,196.80 lf
Glen Wood Drive	1,018.40 lf
Emerald Glen Court	<u>267.94 lf</u>
Total	2,483.14 lf

The current bond/letter of credit is # 134 in the amount of \$ 137,850.00. Release letter of credit to:

Mr. Dave Niles, Rust Lichliter/Jameson
11111 Brooklet Dr., Suite 100
Houston, Texas 77099-3596

If you should have any questions or need additional information, Please feel free to call.

Sincerely,



M. Gene Freund, P.E., R.P.L.S.
Assistant to County Engineer

MGF/dkp

cc: Mr. Dave Niles, Rust Lichliter/Jameson
File

COUNTY OF FORT BEND

Engineering Department

AS PER ORIGINAL

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

1124 Blume Road
Phone: (713) 342-3039

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT:

check one or more documents per project

BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

133 \$ 26,950.00

Name: P= American General dba Riverbrook, S= American General

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (name or location): GREATWOOD KNOLL, SEC. 5

RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: Mr. Dave Niles, Rust Lichliter/Jameson

Address: 1111 Brooklet Dr., Suite 100

City/State/Zip: Houston, Texas 77099-3596

AGREED:


FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # _____

COURT APPROVED: 12-13-94 # 32(3)
DATE OF RETURN: ~~1-5-95~~ 1-5-95
BY: Jinda Munoz
Deputy County Clerk

COUNTY OF FORT BEND

Engineering Department

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

1124 Blume Road
Phone: (713) 342-3039

December 6, 1994

Commissioner R. L. "Bud O'Shieles
Fort Bend County Precinct # 1
P.O. Box 148
Richmond, Texas 77469

RE: GREATWOOD KNOLL, SECTION 5

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths, are as follows:

Knoll Crest Court 483.29 lf

The current bond/letter of credit is # 133 in the amount of \$ 26,950.00. Release letter of credit to:

Mr. Dave Niles, Rust Lichliter/Jameson
11111 Brooklet Dr., Suite 100
Houston, Texas 77099-3596

If you should have any questions or need additional information, Please feel free to call.

Sincerely,



M. Gene Freund, P.E., R.P.L.S.
Assistant to County Engineer

MGF/dkp

cc: Mr. Dave Niles, Rust Lichliter/Jameson
File

25

Riverbrook Assoc.
SEP 16 1988

**American General
Investment Corporation**

89 0278

PO Box 1375 • Houston, Texas 77251 • 713-522-1111

A Subsidiary of
American General Corporation

AS PER ORIGINAL

Fort Bend County
County Judge Jodie E. Stavinoha
or his successors in office
Richmond, Texas 77469

**Letter of Credit
No. 35**

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Riverbrook Associates for Three Hundred Eleven Thousand Seven Hundred Sixty Dollars (\$311,760.00) available by your draft at sight drawn on us. This Letter of Credit expires at our counters on September 14, 1989.

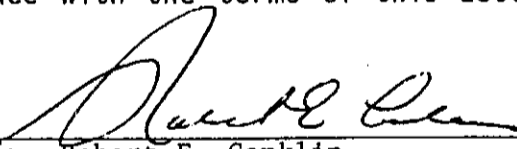
Each draft must be marked: "Drawn Under American General Investment Corporation Irrevocable Letter of Credit No. 35 dated September 14, 1988". The original of this Letter of Credit must also accompany all drawings. All drafts drawn under this Letter of Credit shall be accompanied by a sworn statement signed by authorized representative of the Fort Bend County Commissioner's Court certifying that Riverbrook Associates has failed to build and/or maintain roads within Greatwood Shores Section 1 (in accordance with the construction plans and specifications approved by the Fort Bend County Engineer) and the roads have not been accepted on behalf of Fort Bend County for permanent maintenance by decision of the Fort Bend County Commissioner's Court.

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.

At such time as the roads covered by this Letter of Credit have been built and the construction approved by the Fort Bend County Engineer, this Letter of Credit may be reduced to \$15.00 per linear foot of road.

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: Robert E. Conklin
Title: President and Chief Executive Officer



**American General
Investment Corporation**

P.O. Box 1375 • Houston, Texas 77251 • 713-522-1111

A Subsidiary of
American General Corporation

March 4, 1993

Fort Bend County Judge Roy L. Cordes, Jr.
or his successors in office
Richmond, Texas 77471

RE: Irrevocable Letter of Credit No. 134

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of American General Land Development, Inc. dba Riverbrook Associates, for a sum or sums, not to exceed in the aggregate, the amount of One Hundred Thirty-Seven Thousand Eight Hundred Fifty Dollars (\$137,850.00), in U.S. Dollars, available by your draft at sight drawn on us, to be accompanied by an affidavit from Fort Bend County Judge Roy L. Cordes, Jr., 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. ___ dated _____, in the amount of One Hundred Thirty-Seven Thousand Eight Hundred Fifty Dollars (\$137,850.00), that Riverbrook Associates has failed to build and/or maintain roads and/or drainage facilities according to approved plats within Greatwood Glen, Section 3, 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 One Hundred Thirty-Seven Thousand Eight Hundred Fifty Dollars (\$137,850)".
2. "The undersigned, _____, hereby certifies to American General Investment Corporation as Issuer of Letter of Credit No. ___, dated _____, in the amount of One Hundred Thirty-Seven Thousand Eight Hundred Fifty Dollars (\$137,850.00) that American General Investment Corporation has delivered notice of intent to not automatically renew Letter of Credit No. ___ for a period of one year from the present expiration date and, by virtue of said delivery and notification,



Beneficiary is entitled to receive funds equal in the 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 of 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 Roy L. Cordes, Jr. 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.

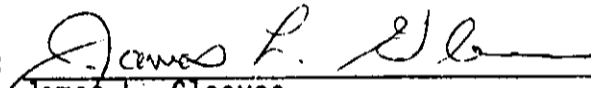
Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement among the account party, Beneficiary and the Issuer hereunder relating to the obligations of the Issuer hereunder.

This Letter of Credit is governed by the "Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chamber of Commerce Publication No. 400" or any revision thereof.

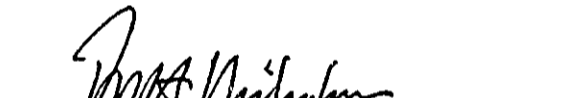
Any draft drawn under this Letter of Credit must be marked "Drawn under the Letter of Credit No. 134, dated March 4, 1993, issued by American General Investment Corporation." All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation at our counters on or before February 17, 1994.

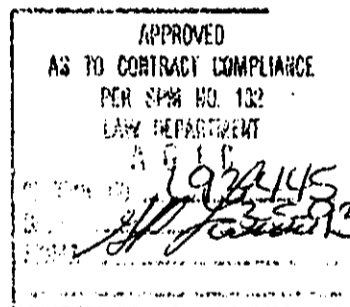
AMERICAN GENERAL INVESTMENT CORPORATION
Issuing Organization

By:


James L. Gleaves
Vice President & Treasurer

By:


Donald H. Nicholas
Vice President



**American General
Investment Corporation**

P.O. Box 1375 • Houston, Texas 77251 • 713-522-1111

A Subsidiary of
American General Corporation

March 4, 1993

Fort Bend County Judge Roy L. Cordes, Jr.
or his successors in office
Richmond, Texas 77471

RE: Irrevocable Letter of Credit No. 133

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of American General Land Development, Inc. dba Riverbrook Associates, for a sum or sums, not to exceed in the aggregate, the amount of Twenty-Six Thousand Nine Hundred Fifty Dollars (\$26,950.00), in U.S. Dollars, available by your draft at sight drawn on us, to be accompanied by an affidavit from Fort Bend County Judge Roy L. Cordes, Jr., 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. ___ dated _____, in the amount of Twenty-Six Thousand Nine Hundred Fifty Dollars (\$26,950.00), that Riverbrook Associates has failed to build and/or maintain roads and/or drainage facilities according to approved plats within Greatwood Knoll, Section 5, 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 Twenty-Six Thousand Nine Hundred Fifty Dollars (\$26,950.00)".
2. "The undersigned, _____, hereby certifies to American General Investment Corporation as Issuer of Letter of Credit No. ___, dated _____, in the amount of Twenty-Six Thousand Nine Hundred Fifty Dollars (\$26,950.00) that American General Investment Corporation has delivered notice of intent to not automatically renew Letter of Credit No. ___ for a period of one year from the present expiration date and, by virtue of said delivery and notification,



Beneficiary is entitled to receive funds equal in the 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 of 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 Roy L. Cordes, Jr. 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.

This Letter of Credit is governed by the "Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chamber of Commerce Publication No. 400" or any revision thereof.

Any draft drawn under this Letter of Credit must be marked "Drawn under the Letter of Credit No. 133, dated March 4, 1993, 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 February 17, 1994.

AMERICAN GENERAL INVESTMENT CORPORATION
Issuing Organization

By: James L. Gleaves
James L. Gleaves
Vice President & Treasurer

By: Donald H. Nicholas
Donald H. Nicholas
Vice President

APPROVED
AS TO CONTRACT COMPLIANCE
PER ICC NO. 102
ISSUE BY AGREEMENT
A.G.I.C.
CONTRACT NO. 193444
DATE 3-5-93
SIGNED <i>[Signature]</i>

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

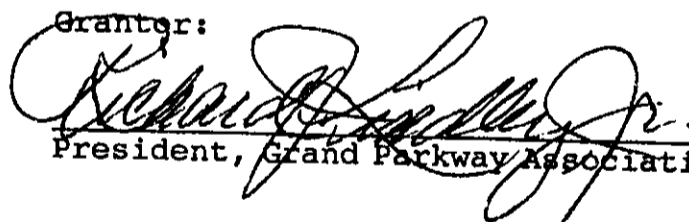
THAT the GRAND PARKWAY ASSOCIATION, a Texas non-profit transportation corporation created by the State Highway and Public Transportation Commission pursuant to Article 15281, Vernon's Texas Civil Statutes (hereinafter called "Grantor"), for and in consideration of the support of FORT BEND COUNTY (hereinafter called "Grantee") for the Grand Parkway project (also known as State Highway 99) and other good and valuable consideration acceptable to Grantor, the receipt of which is hereby acknowledged, has and by these presents does grant, sell, and convey unto Grantee all of Grantor's right, title, and interest in and to that certain tract or parcel of land in Fort Bend County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all improvements thereon and all rights, titles and interest appurtenant thereto (such land, improvements, and interests hereinafter collectively called the "property").

This Deed is expressly made subject to any and all validly existing easements, rights-of-way, conditions, restrictions, and other matters of record, if any, affecting the above described property, including, but not limited to those reservations, covenants and conditions contained in Correction Deed dated August 24, 1990, from Margaret S. Williams, et al to Grand Parkway Association.

TO HAVE AND TO HOLD the above described premises herein conveyed together with all and singular the rights and appurtenances thereto in any way belonging or at all appertaining to the property, to the Grantee named above, Grantee's heirs, successors, and assigns forever.

Grantee's address is: Fort Bend County, 500 Jackson, Richmond, Texas 77469.

EXECUTED this the 19th day of December, 1990.

Grantor:

President, Grand Parkway Association

AS PER ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on Dec. 19,
1990, by Richard J. Lindley, Jr. President of the Grand Parkway
Association, a corporation, on behalf of said corporation.

Mary Jean Skipworth
Notary Public - State of Texas
My commission expires: 9-22-94
Mary Jean Skipworth
(Printed name of Notary Public)



EXHIBIT "A"

A 6.17 acre, more or less, tract of land in the Jane H. Long League, Abstract 55, Fort Bend County, Texas.

Begin at a $\frac{1}{4}$ inch iron pipe found at the Southeast corner of a 2.139 acre tract of land described in Deed from Annie Laurie Newton to Manford N. Williams, recorded in Volume 628, Page 266 of the Deed Records of Fort Bend County, Texas;

Thence, South 25° West along the Southeast line of said Jane H. Long League a distance of 4,562.3 feet to a point in said Jane H. Long League line which is South 65° East a distance of 30.0 feet from the Northeast corner of a 10 acre tract conveyed by Joan W. McLeod, Et Al to Lamar Consolidated Independent School District by Deed recorded in Volume 1086, Page 387, Fort Bend County Deed Records; for the Southeast corner of this tract; also being the Northeast corner of a 0.448 acre road easement tract described in road dedication instrument executed by Joan W. McLeod, Et Al, recorded in Volume 1086, Page 372 of the Deed Records of Fort Bend County, Texas;

Thence, North 65° West, at 30.0 feet pass the Northwest corner of said 0.448 acre easement tract and Northeast corner of said 10 acre Lamar Consolidated Independent School District tract, continuing along the Northeast line of said school tract for a total distance of 59.0 feet to a point for corner, being the Southwest corner of this tract;

Thence, North 25° East, parallel with and 59 feet distant from Southeast line of said Jane H. Long League, 4,562.3 feet, more or less, to a point in the Southwest line of the aforesaid 2.139 acre tract for the Northwest corner of this tract;

Thence, South 67° 20' 50" East along the Southwest line of said 2.139 acre tract, 59 feet, more or less, to the Place of Beginning, and containing 6.17 acres, more or less.

89 0286

32/4(1)

AS PER ORIGINAL

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:


THAT the GRAND PARKWAY ASSOCIATION, a Texas non-profit transportation corporation created by the State Highway and Public Transportation Commission pursuant to Article 15281, Vernon's Texas Civil Statutes (hereinafter called "Grantor"), for and in consideration of the support of FORT BEND COUNTY (hereinafter called "Grantee") for the Grand Parkway project (also known as State Highway 99) and other good and valuable consideration acceptable to Grantor, the receipt of which is hereby acknowledged, has and by these presents does grant, sell, and convey unto Grantee all of Grantor's right, title, and interest in and to that certain tract or parcel of land in Fort Bend County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all improvements thereon and all rights, titles and interest appurtenant thereto (such land, improvements, and interests hereinafter collectively called the "property").

This Deed is expressly made subject to any and all validly existing easements, rights-of-way, conditions, restrictions, and other matters of record, if any, affecting the above described property, including, but not limited to those reservations, covenants and conditions contained in Correction Deed dated August 24, 1990, from Margaret S. Williams, et al to Grand Parkway Association.

TO HAVE AND TO HOLD the above described premises herein conveyed together with all and singular the rights and appurtenances thereto in any way belonging or at all appertaining to the property, to the Grantee named above, Grantee's heirs, successors, and assigns forever.

Grantee's address is: Fort Bend County, 500 Jackson, Richmond, Texas 77469.

EXECUTED this the 19th day of December, 1990.

Grantor:

Richard L. Smith, Jr.
President, Grand Parkway Association

CCM 12-13-94 Return to Linda Munoz

FBI 9483040 3 PAGES Vol 1 2725 Page 1460

THE STATE OF TEXAS §

AS PER ORIGINAL

COUNTY OF FORT BEND §

This instrument was acknowledged before me on Dec. 19,
1990, by Richard J. Lindley, Jr. President of the Grand Parkway
Association, a corporation, on behalf of said corporation.

Mary Jean Skipworth
Notary Public - State of Texas
My commission expires: 9-22-94
Mary Jean Skipworth
(Printed name of Notary Public)



EXHIBIT "A"

A 6.17 acre, more or less, tract of land in the Jane H. Long League, Abstract 55, Fort Bend County, Texas.

Begin at a $\frac{1}{4}$ inch iron pipe found at the Southeast corner of a 2.139 acre tract of land described in Deed from Annie Laurie Newton to Manford N. Williams, recorded in Volume 628, Page 266 of the Deed Records of Fort Bend County, Texas;

Thence, South 25° West along the Southeast line of said Jane H. Long League a distance of 4,562.3 feet to a point in said Jane H. Long League line which is South 65° East a distance of 30.0 feet from the Northeast corner of a 10 acre tract conveyed by Joan W. McLeod, Et Al to Lamar Consolidated Independent School District by Deed recorded in Volume 1086, Page 387, Fort Bend County Deed Records; for the Southeast corner of this tract; also being the Northeast corner of a 0.448 acre road easement tract described in road dedication instrument executed by Joan W. McLeod, Et Al, recorded in Volume 1086, Page 372 of the Deed Records of Fort Bend County, Texas;

Thence, North 65° West, at 30.0 feet pass the Northwest corner of said 0.448 acre easement tract and Northeast corner of said 10 acre Lamar Consolidated Independent School District tract, continuing along the Northeast line of said school tract for a total distance of 59.0 feet to a point for corner, being the Southwest corner of this tract;

Thence, North 25° East, parallel with and 59 feet distant from Southeast line of said Jane H. Long League, 4,562.3 feet, more or less, to a point in the Southwest line of the aforesaid 2.139 acre tract for the Northwest corner of this tract;

Thence, South 67° 20' 50" East along the Southwest line of said 2.139 acre tract, 59 feet, more or less, to the Place of Beginning, and containing 6.17 acres, more or less.

FILED AND RECORDED

12-27-94 A9:15 CT \$0.00

Dianne Wilson

Dianne Wilson - County Clerk
Fort Bend County, Texas

FORT BEND COUNTY
RIGHT-OF-WAY EASEMENT

89 0289 32/4(2)

AS PER ORIGINAL

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS: That JOAN WILLIAMS MCLEOD, of the County of Galveston, whose address is 53 Cedar Lawn Circle, Galveston, Texas 77551, for and in consideration of establishing and maintaining a Public Road or Road Ditch over and across the land hereinafter described, has Remised, Released and Quit-Claimed, and by these presents does Remise, Release and Quit-Claim, unto the said COUNTY OF FORT BEND all of her interest in and to the Right-of-Way over and across the following described land, situated in said COUNTY OF FORT BEND and STATE OF TEXAS, and described as follows, to wit:

A Field Note Description of a 0.0545 Acre Tract for Road Easement in the original Call 256.45 Acre Manford Williams Homestead Tract, out of the Call 260 Acre Tract, (Vol. 18, Pg. 321; Deed Records), in the Jane H. Long League, Abstract #55, Fort Bend County, Texas.

For Connection Begin at the Southeast corner of said Jane H. Long League, Abstract #55; said corner being the Northeast corner of the William Lusk Survey, Abstract #176; THENCE, North 25° East, 508.6 feet to a 1 1/4" iron pipe found in the Northeast line of State Farm to Market Road No. 762 for the Southeast corner of the Manford Williams Tract and South corner of and Place of Beginning for this Tract;

THENCE, North 25° East, 646.70 feet to corner;

THENCE, South 65° East, 7.34 feet to the Northeast corner of this tract;

THENCE, South 25° 39' 02" West, 646.74 feet along the Northwest line of the Charles Gregg Tract to the Place of Beginning for this Tract.

TO HAVE AND TO HOLD the aforesaid Right-of-Way unto the said COUNTY OF FORT BEND to be used as a Public Road forever; provided, however, it is expressly agreed that the said Right-of-Way Grant, or any portion thereof, as to said portion that ceases to be used or needed by the County, shall automatically revert to Grantor whenever the same shall be abandoned or discontinued as a Public Road or Road Ditch, and provided further that, subject to said Right-of-Way use, in the meanwhile Grantor reserves and retains from the operation of this grant, all oil, gas, sulphur and other minerals in and under the said Right-of-Way Grant.

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 11 day of October A.D. 1994.

Joan Williams McLeod
Joan Williams McLeod

THE STATE OF TEXAS,
FORT BEND COUNTY

This instrument was acknowledged before me on 16th October, 1994 by Joan Williams McLeod.

Jackquelyn L. Bodden
Notary Public signature



ccm 2-13-94 Re: into 2-23-94

FILED AND RECORDED
12-27-94 A9:15 CT \$0.00

89 0289A

Dianne Wilson

Dianne Wilson - County Clerk
Fort Bend County, Texas

12-27-94 0289A

FORT BEND COUNTY
RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS: That JOAN WILLIAMS MCLEOD, of the County of Galveston, whose address is 53 Cedar Lawn Circle, Galveston, Texas 77551, for and in consideration of establishing and maintaining a Public Road or Road Ditch over and across the land hereinafter described, has Remised, Released and Quit-Claimed, and by these presents does Remise, Release and Quit-Claim, unto the said COUNTY OF FORT BEND all of her interest in and to the Right-of-Way over and across the following described land, situated in said COUNTY OF FORT BEND and STATE OF TEXAS, and described as follows, to wit:

Being a 30 foot wide road easement across a Call 256.45 Acre original Manford Williams Homestead Tract, being out of the original Call 260 Acre Tract (Vol. 18, Pg. 321; Deed Records) Jane H. Long League, Abstract #55, Fort Bend County, Texas; described as follows:

Begin at a 1 1/4" iron pipe found marking the Southeast corner of said 256.45 Acre Tract; said point being in the North right-of-way line of State Farm to Market Road #762, and being in the Easterly line of said Jane H. Long League, and in the Westerly line of the Joseph Kyykendall League, Abstract #49; said point bears Call North 25° East, 508.6 feet from the Southeast corner of said J.H. Long League and Southeast corner of said Call original 260 Acre Tract;

THENCE, North 80° 02' 35" West, along the North line of said Farm to Market Road, 31.06 feet to a 1/2" iron pipe set marking the Southeast corner of a 10.0 Acre Tract and the Southwest corner of this easement;

THENCE, North 25° East, along the Easterly line of a said 10.0 Acre Tract, 654.76 feet to a 1/2" iron pipe set marking the Northeast corner of a said 10.0 Acre Tract and the Northwest corner of this easement;

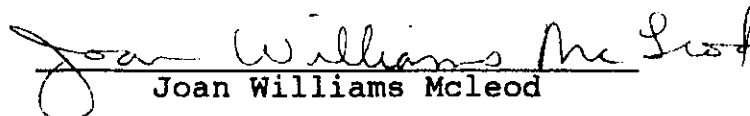
THENCE, South 65° East, 30.0 feet to a point being the Northeast corner of this easement in the common league line between Jane H. Long League and Joseph Kuykendall League;

THENCE, South 25° West, along the Easterly league line of the said Jane H. Long League and the Westerly league line of the said Joseph Kuykendall League, 646.70 feet to the Place of Beginning and containing 0.448 Acres of Land for this said 30 foot wide road easement.

TO HAVE AND TO HOLD the aforesaid Right-of-Way unto the said COUNTY OF FORT BEND to be used as a Public Road forever; provided, however, it is expressly agreed that the said Right-of-Way Grant, or any portion thereof, as to said portion that ceases to be used or needed by the County, shall automatically revert to Grantor whenever the same shall be abandoned or discontinued as a Public Road or Road Ditch, and provided further that, subject to said Right-of-Way use, in the meanwhile Grantor reserves and retains from the operation of this grant, all oil, gas, sulphur and other minerals in and under the said Right-of-Way Grant.

TO HAVE AND TO HOLD said right-of-way and easement herein granted, unto the said FORT BEND COUNTY, its successors or assigns.

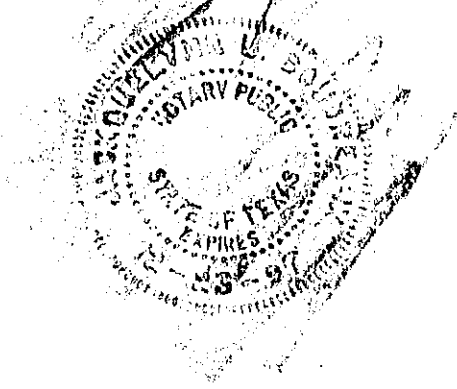
EXECUTED this the 11 day of October A.D. 1994.


Joan Williams McLeod

FORT BEND COUNTY
RIGHT-OF-WAY EASEMENT
page 2 of 2

THE STATE OF TEXAS, FORT BEND COUNTY

This instrument was acknowledged before me on 14th October,
19 94 by Joan Williams Mcleod.



Jacklyn L. Padgett
Notary Public signature

FILED AND RECORDED
12-27-94 A9:15 CT \$0.00

Dianne Wilson

Dianne Wilson - County Clerk
Fort Bend County, Texas

89 0292

FORT BEND COUNTY, TEXAS PURCHASE ORDER

AS PER ORIGINAL

P.O. NUMBER: PC 03600001507

SPECIAL INSTRUCTIONS:

PAGE #: 01
P.O. DATE: 09 07 94

DELIVER BY: 09 12 94

BUYER: 01
CONFIRMING: NO
FOB: D

VENDOR: 462901504 -
A.I.M. CONTROLS
11246 S. POST OAK SUITE 115

SHIP TO: MANAGEMENT INFORMATION SYSTEMS
500 LIBERTY, SUITE 212
RICHMOND TX 77469

HOUSTON TX 77035
ROYCE MITCHELL

BILL TO: MANAGEMENT INFORMATION SYSTEMS
P O DRAWER X
RICHMOND TX 77469

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
001 204 010 036 0360 1000 4010 01 INSTALLATION AND MAINTENANCE OF UPS - PER BID #94-083	1,000 EA @	39,123.720000	39,123.72

PAGE TOTAL : 39,123.72
GRAND TOTAL : 39,123.72
BY MY SIGNATURE I ATTEST THE ITEMS ON THIS ORDER HAVE BEEN RECEIVED AND THAT ALL ITEMS MEET SPECIFICATIONS.

SIGNATURE OF PURCHASING AGENT

AUTHORIZED SIGNATURE/DATE

89 0293

A.I.M. CONTROLS
11246 SOUTH POST OAK ROAD
SUITE 115
HOUSTON, TEXAS 77035-5736

AS PER ORIGINAL

Phone : (713) 728-8701 Fax : (713) 723-3872

INVOICE

Date : 10/13/94 No. : F529
Due Date: 10/23/94 Page: 1

Ship To/Remarks

FORT BEND COUNTY
COUNTY PURCHASING AGENT
MANAGEMENT INFORMATION SYSTEMS
P.O. DRAWER X
RICHMOND TX 77469

Terms: NET 10 Your#: SEE BELOW Rep.: ROYCE

Description	Measure	Quantity	Unit Price	Extended
P.O. #PC03600001507 PARTIAL INSTALLATION OF UPS-BID #94-083 THANK YOU VERY MUCH FOR YOUR BUSINESS				30000.00

[Handwritten signature]

OCT 14 1994

Sub-Total : 30000.00
Tax : 0.00
Total : 30000.00

Net To Pay: 30000.00

COUNTY OF FORT BEND

Engineering Department

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

1124 Blume Road
Phone: (713) 342-3039

December 6, 1994

Commissioner Alton B. Pressley
Fort Bend County Precinct # 3
1809 Eldridge Road
Sugar Land, Texas 77478

**RE: VIA RANCH (Peek Road from Station 1+12.10 to Station 79+46.71
and Fry Road from Station 1+00 to Station 123+47.22)**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Peek Road	7,834.61 lf
Fry Road	11,847.22 lf
Total	<u>19,681.83 lf</u>

The current bond/letter of credit is # 8110-0834 in the amount of \$ 1,900,000.00. Release letter of credit to:

Mr. Ricky Greene, Durwood Greene
P.O. Box 1338
Stafford, Texas 77477

However, a portion of Fry Road is to remain closed to the public for reasons that it does not serve as the primary access for adjacent land owners. The portion to remain closed begins at the Grand Parkway and proceeds West approximately 5,280± linear feet.

Therefore, the Fort Bend County Engineering Department recommends acceptance for the roads within Via Ranch and for a portion of Fry Road to be closed to the public for reasons as stated. Those agenda items should read as follows.

1. Consider accepting streets in Via Ranch into County Maintenance System, and release bond, Pct. 3

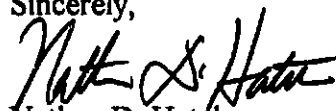
Fry Road	11,847.22 lf
Peek Road	<u>7,834.61 lf</u>
Total	19,681.83 lf

2. Consider approving the temporary closing of Fry Road beginning at the Grand Parkway and extending westerly, approximately 5,280 lf to its end.

We have requested an opinion from the County Attorney office regarding the closing of Fry Road and whether a public hearing would be required prior to the closing.

If you should have any questions or need additional information, Please feel free to call.

Sincerely,

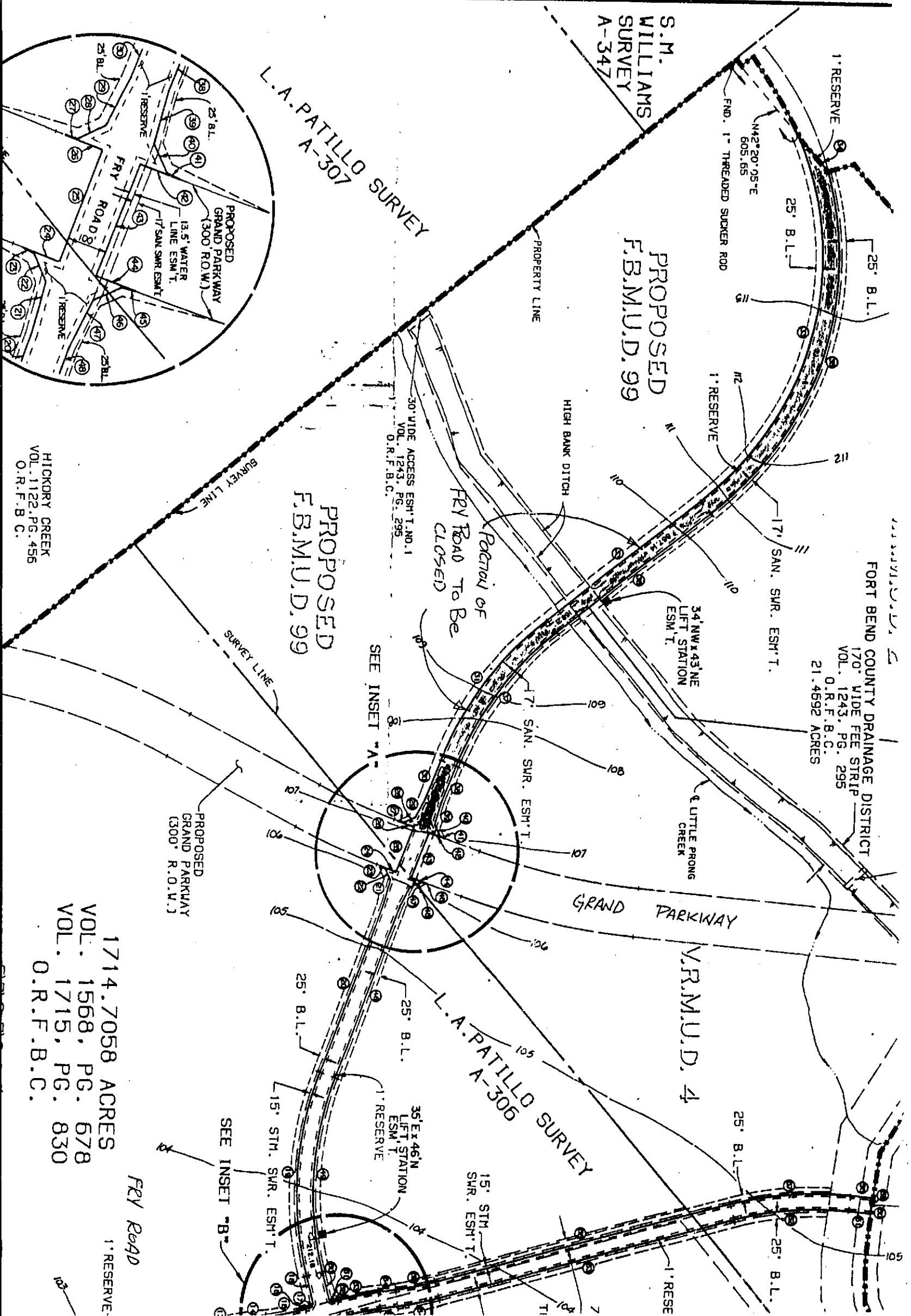


Nathan D. Hatcher

Assistant to County Engineer

cc: Mr. Rob Bamford, Trendmaker Development
Mr. Roger Douglass, S & C. Construction
Mr. Ricky Greene, Durwood Greene
File

AS PER ORIGINAL

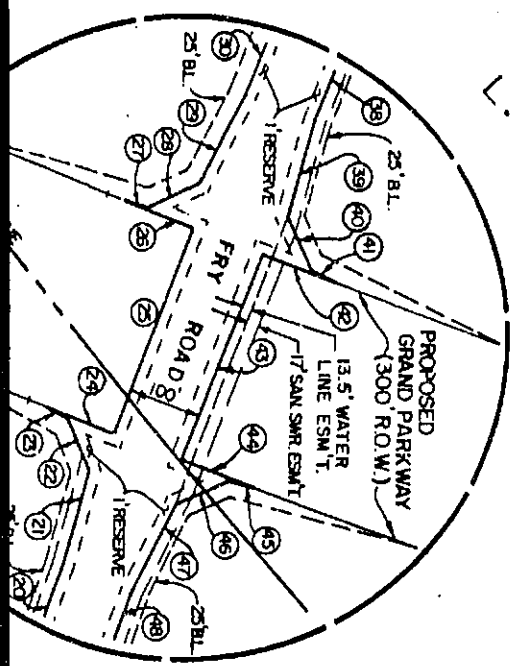


HICKORY CREEK
VOL. 1122, PG. 456
O.R.F.B.C.

FORT BEND COUNTY DRAINAGE DISTRICT
170' WIDE FEE STRIP
VOL. 1243, PG. 295
O.R.F.B.C.
21.4692 ACRES

1714.7058 ACRES
VOL. 1568, PG. 678
VOL. 1715, PG. 830
O.R.F.B.C.

FRY Road
1' RESERVE



PROPOSED
F.M.U.D. 99

PROPOSED
F.M.U.D. 99

L.A. PATILLO SURVEY
A-306

L.A. PATILLO SURVEY
A-307

S.M.
WILLIAMS
SURVEY
A-347

PURCHASE OF ONE (1) OR MORE NEW 1995 CREW CAB, 4-DOOR, PICKUP TRUCK

BID #94-090

COMPANY	UNIT PRICE	OPTION #1: TILT STEERING AND SPEED CONTROL	OPTION #2: POWER LOCKS	OPTION #3: POWER WINDOWS
Helfman Ford 12220 Southwest Frwy Stafford Tx 77477	\$18,199.00 Ford F350	\$355.00	\$299.00 (local)	\$559.00 (local)
Lone Star Ford Inc. 8477 N. Freeway Houston Tx 77037	\$18509.10 Ford F350	\$325.00	No bid	No bid
A C Collins Ford Inc. 1831 S Richey Pasadena Tx 77502	\$18,518.00 Ford F350	\$325.00	\$605.00 (combined w/power windows)	Included w/ power locks

RECAPITULATION OF BID

COMMISSIONERS COURT APPROVAL:
 LEGAL NOTICE RUN IN NEWSPAPER:
 INDIVIDUAL NOTICES MAILED:
 BID PACKETS PICKED UP OR MAILED:
 BIDS RECEIVED:
 BID OPENING DATE:

NOVEMBER 1ST
 NOVEMBER 20TH AND NOVEMBER 27TH
 18
 6
 3
 DECEMBER 5TH.

AGENDA ITEM # 34 (1)

(2) HAUL TRUCK (#94-091):

Moved by Commissioner Pressley, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to award bid #94-091 to Bayou City Ford Truck Sales and authorize purchase of one haul truck plus winch rigging at a total cost of \$72,737 for Commissioner Pct. 3 and authorize vehicle to be transferred to Pct 1 in the amount of \$8,950. Funds from Road & Bridge Pct. 1 to Pct. 3 ending balance as presented by Gilbert Jalomo, Purchasing Agent.

(3) DUST PALLIATIVE (#94-092):

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to award bid #94-092 to A C Products & Service Co. for dust palliative as presented by Gilbert Jalomo, Purchasing Agent.

(4) FURNITURE FOR JAIL (#94-093):

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to award bid #94-093 to low bidder per item at a total cost of \$170,678.82 for furniture for jail as presented by Gilbert Jalomo, Purchasing Agent.

(5) SEMI-LOW BED TRAILER (#94-094):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to award bid #94-094 to Mustang Tractor & Equipment Co. and authorize purchase of 1 semi-low bed trailer in the amount of \$42,267 for Commissioner Pct. 3 and authorize transfer of trailer to Pct. 1 (funds included in item #34/2).

35. CONSIDER RENEWING THE FOLLOWING TERM BIDS: (1) GASOLINE (#94-064); (2) DIESEL (#94-065):

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to renew the following term bids with O'Rourke Petroleum Products and Sun Coast Resources for three months.

- (1) Gasoline (#94-064)
- (2) Diesel (#94-065)

36. 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, County Auditor.

RECESS:

Recessed at 11:23 a.m.

CLOSED SESSION:

Convened Closed Session at 11:35 a.m.
Adjourned Closed Session at 1:20 p.m.

RECONVENE:

Reconvened at 1:25 p.m.

89 0299

AS PER ORIGINAL

PURCHASE OF ONE (1) ORE MORE NEW HAUL TRUCKS WITH OR WITHOUT TRADE-IN

BID #94-091

TABULATION

AGENDA ITEM # 34(c2)

COMPANY	UNIT PRICE	OPTION: WINCH RIGGING	TOTAL UNIT PRICE WITH OPTIONAL WINCH RIGGING	TRADE-IN ALLOWANCE
Bayou City Ford Truck Sales 3625 Eastex Freeway Houston Tx 77026	\$57,897.00	\$14,900.00	\$72,797.00	\$ 8,950.00
Quality Trucks Sales, Inc. 6421 N. Shepherd Houston Tx 77091	\$63,860.98	\$14,900.00	\$78,760.98	\$10,650.00
Houston Mack Sales & Service 5216 N McCarty Drive Houston Tx 77056	DOES NOT MEET SPECIFICATIONS: Items: #3, #4, #5a, #5b, #6c, #7b, #14, #16f, #18a, #18b, #18c and #18d.			
Olympic International Trucks 8900 N. Loop East Houston Tx 77253-3050	DOES NOT MEET SPECIFICATIONS: Items: #4, #5b, #7b and #16f.			

RECAPITULATION OF BID

COMMISSIONERS COURT APPROVAL:
LEGAL NOTICE RUN IN NEWSPAPER:
INDIVIDUAL NOTICES MAILED:
BID PACKETS PICKED UP OR MAILED:
BIDS RECEIVED:
BID OPENING DATE:

NOVEMBER 1ST
NOVEMBER 20TH AND NOVEMBER 27TH
23
8
4
DECEMBER 5TH.

AS PER ORIGINAL

TABULATION
 TERM CONTRACT FOR THE PURCHASE OF DUST PALLIATIVE ROAD MATERIAL FOR FORT BEND COUNTY
 BID #94-092

PRICE PER GALLON

COMPANY	PLANT LOCATION	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	ROSENBERG	SUGAR LAND	PLANT	RESTOCKING FEE	REMARKS
A. O. Products & Services Co. 405-945-2128 Art Jackson	Texas City, Tx	No charge	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	No charge	3000 Gallon minimum order
Envirotech Sr. of the Southwest 214-234-2811 Clay Speer DOES NOT MEET SPECIFICATIONS: Not an asphalt water based emulsion, per discussion with Clay Speer, President of company.												

AGENDA ITEM # 34(3)

89 0301

AS PER ORIGINAL

PURCHASE OF FURNITURE FOR THE FORT BEND COUNTY SHERIFF'S DEPARTMENT

BID #94-093

AGREED ITEM # 34(4)

COMPANY	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6	ITEM #7	ITEM #8	ITEM #9
2M Office Supply & Furniture 11430 Bissonnet #B8 Houston, TX 77099	\$577.00	\$532.00	\$1,132.00	\$847.00	\$532.00	N/B	N/B	N/B	N/B
BT Miller 7301 Pinemont Houston, TX 77040	\$604.00*	\$580.75	\$1,225.17	\$916.68	\$562.02	\$440.59	\$212.54	\$754.98*	\$921.02*
Basic Crafts 10130 Talley Ln. Houston, TX 77041	\$622.00* opt 1 \$500.00* opt 2 \$465.00* opt 3	\$614.00* opt 1 \$500.00* opt 2 \$955.00* opt 3	\$1,158.00* opt1 \$955.00* opt 2 \$955.00* opt 3	\$832.00* opt 1 \$695.00* opt 2 \$655.00* opt 3	\$605.00* opt 1 \$475.00* opt 2 \$440.00* opt 3	\$482.00	\$235.00	\$825.00	\$998.00
Corporate Express 4300 W. 12th St. Houston, TX 77055	\$555.00*	\$510.00*	N/B	\$836.00*	\$510.00*	\$615.00*	\$296.50	\$1,050.00	\$1,280.00
Finger Office Furniture 4001 Gulf Fwy Houston, TX 77003	\$438.00	\$403.00	\$780.00	\$648.00	\$408.00	\$381.00	\$184.00	\$663.00	\$798.00
Office Furniture Concepts 16920 Texas, C-11 Webster, TX 77598	\$504.00*	\$478.00*	\$1,140.00*	\$675.00*	\$499.00*	\$394.00	\$190.00	\$675.00	\$823.00
Texas Correctional Industries P.O. Box 99 Industry Huntsville, TX 77342	\$870.00*	\$836.00*	\$1,552.00*	\$1,169.00*	\$654.00*	\$290.00*	\$200.00*	\$365.00*	\$495.00*
The Wells Group 5120 Woodway Site 10014 Houston, TX 77056	\$407.40* opt 1 \$669.40* opt 2	\$367.80* opt 1 \$646.25* opt 2	\$945.10* opt 1 \$1,427.56* opt2	\$586.27* opt 1 \$953.70* opt 2	\$364.20* opt 1 \$701.80* opt 2	\$423.00*	\$203.50*	\$442.00*	\$540.00*
USA Fax 1514 Wheeler Ave Houston, TX 77004	\$592.21	\$546.24	\$1,065.79	\$869.20	\$546.24	N/B	N/B	N/B	N/B

*Bidding alternate item.

PURCHASE OF FURNITURE FOR THE FORT BEND COUNTY SHERIFF'S DEPARTMENT

BID #94-093

COMPANY	ITEM #10	ITEM #11	ITEM #12	ITEM #13	ITEM #14	ITEM #15	ITEM #16	ITEM #17	ITEM #18
2M Office Supply & Furniture 11430 Bissonnet #B8 Houston, TX 77099	N/B	N/B	N/B	\$520.00	\$424.00	\$316.00	\$168.00	\$137.00	\$68.00
BT Miller 7301 Pinemont Houston, TX 77040	\$328.86	\$256.82	\$317.16	N/B	N/B	N/B	N/B	\$129.76	\$63.86
Basic Crafts 10130 Talley Ln. Houston, TX 77041	\$309.00	\$280.00	\$347.00	\$430.00 BID WITHDRAWN	\$356.00 BID WITHDRAWN	\$289.00	\$158.00	\$120.00	\$67.00
Corporate Express 4300 W. 12th St. Houston, TX 77055	\$396.50	\$357.50	\$441.50	\$455.00*	\$424.00*	\$345.00*	\$255.00*	\$132.00	\$69.00
Finger Office Furniture 4001 Gulf Fwy Houston, TX 77003	\$246.00	\$236.00	\$290.00	\$465.00	\$382.00	\$283.00	\$150.00	\$134.00	\$67.00
Office Furniture Concepts 16920 Texas, C-11 Webster, TX 77598	\$254.00	\$229.00	\$283.00	\$482.00	\$399.00	\$299.00	\$166.00	\$140.00*	\$70.00*
Texas Correctional Industries P.O. Box 99 Industry Huntsville, TX 77342	\$189.00*	\$228.00*	\$247.00*	N/B	N/B	N/B	N/B	\$409.00*	\$244.00*
The Wells Group 5120 Woodway Ste 10014 Houston, TX 77056	\$285.00*	\$232.00*	\$233.00*	\$380.15*	\$355.40	\$302.30*	\$150.60*	\$141.60* opt 1 \$274.50* opt 2	\$100.70* opt 1 \$189.90* opt 2
USA Fax 1514 Wheeler Ave Houston, TX 77004	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$129.73	\$69.68

*Bidding alternate item.

0303

AS PER ORIGINAL

PURCHASE OF FURNITURE FOR THE FORT BEND COUNTY SHERIFF'S DEPARTMENT

BID #94-093

COMPANY	ITEM #19	ITEM #20	ITEM #21	ITEM #22	ITEM #23	ITEM #24	ITEM #25	ITEM #23A	ITEM #24A
2M Office Supply & Furniture 11430 Bissonnet #B8 Houston, TX 77099	\$547.00	N/B	\$218.00	\$218.00	\$248.00	\$329.00	\$412.00	\$178.00	\$236.00
BT Miller 7301 Pinemont Houston, TX 77040	\$489.18	\$1,075.75	N/B	N/B	\$233.21	\$301.44	\$388.68	\$167.78	\$214.68
Basic Crafts 10130 Talley Ln. Houston, TX 77041	\$498.00	\$1,054.00	\$234.00	\$234.00	\$486.00	\$640.00	\$802.00	N/B	N/B
Corporate Express 4300 W. 12th St. Houston, TX 77055	\$584.00	\$1,320.00	\$265.00	\$485.00	\$235.00*	\$340.00*	\$385.00*	\$200.00	\$269.00
Finger Office Furniture 4001 Gulf Fwy Houston, TX 77003	\$615.00	\$1,020.00	\$200.00	\$285.00	\$228.00	\$293.00	\$379.00	\$168.00	\$222.00
Office Furniture Concepts 16920 Texas, C-11 Webster, TX 77598	\$542.00	\$997.00	\$162.00*	\$166.00*	\$201.00*	\$268.00*	\$334.00*	\$166.00*	\$205.00*
Texas Correctional Industries P.O. Box 99 Industry Huntsville, TX 77342	\$987.00*	N/B	\$436.00*	N/B	N/B	N/B	N/B	N/B	N/B
The Wells Group 5120 Woodway Ste 10014 Houston, TX 77056	\$652.20*	\$652.20*	\$1,022.00*	\$305.16*	\$297.65*	\$344.50	\$441.20*	\$174.50*	N/B
USA Fax 1514 Wheeler Ave -Houston, TX 77004	N/B	N/B	N/B	N/B	\$262.60	\$349.08	\$437.65	\$188.87	\$249.85

*Bidding alternate item.

AS PER ORIGINAL

PURCHASE OF FURNITURE FOR THE FORT BEND COUNTY SHERIFF'S DEPARTMENT

BID #94-093

COMPANY	ITEM #25A	ITEM #26	ITEM #27	ITEM #28	ITEM #29	ITEM #30	ITEM #31	ITEM #32	ITEM #33
2M Office Supply & Furniture 11430 Bissonnet #B8 Houston, TX 77099	\$263.00	\$224.00	\$54.50	N/B	N/B	\$128.00	N/B	\$240.00	\$129.00
BT Miller 7301 Pinemont Houston, TX 77040	\$246.00	\$186.96	\$50.00	N/B	N/B	N/B	N/B	N/B	N/B
Basic Crafts 10130 Talley Ln. Houston, TX 77041	N/B	\$392.00	\$64.00	\$72.00	\$43.00	\$136.00	\$90.00	\$378.00	\$141.00
Corporate Express 4300 W. 12th St. Houston, TX 77055	\$293.00	\$225.00	\$64.00	N/B	\$38.00	\$188.00	\$76.00	\$250.00	\$153.00
Finger Office Furniture 4001 Gulf Fwy Houston, TX 77003	\$246.00	\$188.00	\$57.00	\$69.00	\$34.00	\$118.00	\$78.00	\$268.00	\$150.00
Office Furniture Concepts 16920 Texas, C-11 Webster, TX 77598	\$221.00*	\$203.00*	\$59.00	\$87.00	\$35.00	\$123.00	\$78.00	\$359.00	\$153.00
Texas Correctional Industries P.O. Box 99 Industry Huntsville, TX 77342	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$245.00*
The Wells Group 5120 Woodway Ste 10014 Houston, TX 77056	\$216.20*	N/B	N/B	\$79.99*	\$81.85*	N/B	\$127.50*	N/B	\$241.00*
USA Fax 1514 Wheeler Ave -Houston, TX 77004	\$277.00	\$230.57	\$63.67	N/B	N/B	\$237.54	N/B	N/B	N/B

*Bidding alternate item.

AS PER ORIGINAL

PURCHASE OF FURNITURE FOR THE FORT BEND COUNTY SHERIFF'S DEPARTMENT

BID #94-093

COMPANY	ITEM #34	ITEM #35	ITEM #36	ITEM #37	ITEM #38	ITEM #39	ITEM #40		
2M Office Supply & Furniture 11430 Bissonnet #B8 Houston, TX 77099	\$84.00	\$229.00	\$183.00	\$1,398.00 BID WITHDRAWN	N/B	N/B	N/B		
BT Miller 7301 Piremont Houston, TX 77040	N/B	N/B	N/B	N/B	N/B	N/B	N/B		
Basic Crafts 10130 Talley Ln. Houston, TX 77041	\$95.00	\$292.00	\$257.00	\$2,525.00	\$198.00	\$85.00	\$40.00		
Corporate Express 4300 W. 12th St. Houston, TX 77055	\$105.00	\$226.00	\$155.00	N/B	N/B	N/B	N/B		
Finger Office Furniture 4001 Gulf Fwy Houston, TX 77003	\$99.00	N/B	N/B	\$2,450.00	\$205.00	\$100.00	\$34.00		
Office Furniture Concepts 16920 Texas, C-11 Webster, TX 77598	\$104.00	N/B	\$256.00	\$2,833.00	\$182.00* Includes Items #39 & #40	Included in Item #38	Included in Item #38		
Texas Correctional Industries P.O. Box 99 Industry Huntsville, TX 77342	N/B	N/B	N/B	N/B	N/B	N/B	N/B		
The Wells Group 5120 Woodway Ste 10014 Houston, TX 77056	\$180.50*	\$290.20*	N/B	N/B	\$170.65*	\$30.50	\$35.00		
USA Fax 1514 Wheeler Ave Houston, TX 77004	N/B	N/B	N/B	N/B	N/B	N/B	N/B		

*Bidding alternate item.

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION/ MANUFACTURER/ STOCK NUMBER</u>	<u>COMPANY</u>	<u>UNIT BID PRICE</u>	<u>EXTENSION</u>
1.	49	Executive Desk, 72" x 36" DMI: 7336-36 Finish: Classic Walnut	FINGERS	\$ <u>438.00</u>	\$ <u>21,462.00</u>
2.	4	Executive Desk, 60" x 30" DMI: 7336-30 Finish: Classic Walnut	FINGERS	\$ <u>403.00</u>	\$ <u>1,612.00</u>
3.	10	Executive "U" Desk, 72" x 107" with Keyboard tray by Droemer DMI: 7336-570-571 Right Return Finish: Classic Walnut With keyboard tray by Droemer	FINGERS	\$ <u>708.00</u>	\$ <u>7,080.00</u>
4.	16	Secretarial Desk 66" x 30" DMI: 7336-480/489-Right Return 7336-490/499-Left Return Finish: Classic Walnut	FINGERS	\$ <u>648.00</u>	\$ <u>10,368.00</u>
5.	53	Credenza, 66" x 20" 7336-21 W/Keyboard Drawer Finish: Classic Walnut	FINGERS	\$ <u>408.00</u>	\$ <u>21,624.00</u>
6.	2	Swivel Chair Paoli: 393-5, 5 Prong base, Thin wheel casters, Finish: #45 Fabric: Grade "R" Vinyl	FINGERS	\$ <u>381.00</u>	\$ <u>762.00</u>
7.	9	Guest Chair Paoli: 248-1 Fabric: Grade R vinyl Finish: #45	FINGERS	\$ <u>184.00</u>	\$ <u>1,656.00</u>
8.	3	Settee Guest chair Paoli: 752-1 Fabric: Grade R Finish: #45	FINGERS	\$ <u>663.00</u>	\$ <u>1,989.00</u>
9.	1	Sofa Paoli: 753-1 Fabric: Grade R Finish: #45	FINGERS	\$ <u>798.00</u>	\$ <u>798.00</u>
10.	16	Conference Chair Paoli: 249-4, 5 Prong Base Twin Wheel Casters, Fabric: Grade R Finish: #45	FINGERS	\$ <u>246.00</u>	\$ <u>3,936.00</u>

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION/ MANUFACTURER/ STOCK NUMBER</u>	<u>COMPANY</u>	<u>UNIT BID PRICE</u>	<u>EXTENSION</u>
					89 0307
11.	3	Magazine/ End Table, 24" x 24" Paoli: TR2424T Finish: #45	OFFICE FURNITURE CONCEPTS	\$ <u>229.00</u>	\$ <u>687.00</u>
12.	3	Magazine/ Coffee Table, 50" x 24" Paoli: TR2450T Finish: #45	OFFICE FURNITURE CONCEPTS	\$ <u>283.00</u>	\$ <u>849.00</u>
13.	62	24 Hour Intensive use chair Highback with adjustable arms, Arms adjust in height and width Amotek 731HG #14 ARM Fabric: Duration, 100% Olefin Finish: Black	FINGERS	\$ <u>465.00</u>	\$ <u>28,830.00</u>
14.	5	24 Hour Intensive use chair Mid back with adjustable arms, Arms adjust in height and width Amotek 731G #14 ARM Fabric: Duration, 100% Olefin Finish: Black	FINGERS	\$ <u>382.00</u>	\$ <u>1,910.00</u>
15.	48	24 Hour Intensive use chair Mid back without arms Amotec: 731G Fabric: Duration, 100% Olefin Finish: Black	FINGERS	\$ <u>283.00</u>	\$ <u>13,584.00</u>
16.	99	Guest Chair with arms Amotek: ST-2 Heavy Gauge tubular steel with welded Solid bar, cross members, steel Reinforced polyurethane arms Fabric: Duration, 100% Olefin Finish: Black Size: OH 32", seat 18" x 18", 19.5" between arms	FINGERS	\$ <u>150.00</u>	\$ <u>14,850.00</u>
17.	11	Bookcase, 72" high, 6 shelves Hardwood Specialties: 172W Finish: Walnut	BASIC CRAFTS	\$ <u>120.00</u>	\$ <u>1320.00</u>
18.	49	Bookcase, 30" high, 2 shelves Hardwood Specialties: 130-W Finish: Walnut	BT MILLER	\$ <u>63.86</u>	\$ <u>3,129.14</u>
19.	2	Conference table, 10' x 4', Rectangular, self edge Droemer: RTC 48120 / chrome Finish: Wilsonart laminate, chrome base	REJECT ALL BIDS	\$ _____	\$ _____

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION/ MANUFACTURER/ STOCK NUMBER</u>	<u>COMPANY</u>	<u>UNIT BID PRICE</u>	<u>EXTENSION</u>
					89 0308
20.	1	Conference table 16' x 4', Racetrack shape, self edge Droemer: OCT 48192/ Chrome Finish: Wilsonart Laminate, chrome base	REJECT ALL BIDS	\$ _____	\$ _____
21.	3	Table, 48" diameter Top: Droemer: R48 Base: Falcon: 604-30 Finish: Wilsonart Laminate, black base	FINGERS	\$ <u>200.00</u>	\$ <u>600.00</u>
22.	2	Table 48" Diameter Adjustable height to meet A.D.A. requirements Top: Droemer: R48 Base: Falcon: 604-30 AHB Finish: Wilson Art Laminate/Black Base	2 M OFFICE SUPPLY	\$ <u>218.00</u>	\$ <u>436.00</u>
23.	5	Lateral file, (2) Two Drawer w/lock, counterweight, steel bearing suspension Anderson Hickey: L236 Finish: Standard colors	OFFICE FURNITURE CONCEPTS	\$ <u>201.00</u>	\$ <u>1,005.00</u>
24.	34	Lateral file, (3) three drawer w/lock Counterweight, steel bearing suspension Anderson Hickey: L336 Finish: Standard colors	OFFICE FURNITURE CONCEPTS	\$ <u>268.00</u>	\$ <u>9,112.00</u>
25.	7	Lateral file, (4) four drawer w/lock Counterweight, steel bearing suspension Anderson Hickey: L436 Finish: Standard colors	OFFICE FURNITURE CONCEPTS	\$ <u>334.00</u>	\$ <u>2,338.00</u>
23A.*	7	OPTIONAL VERTICAL FILES FOR ITEMS 23, 24, & 25 Anderson Hickey: 1822 LTL Two Drawer legal Finish: Standard colors	OFFICE FURNITURE CONCEPTS	\$ <u>166.00</u>	\$ <u>830.00</u>
24A.*	34	Anderson Hickey: 1832 LTL 3 Drawer legal Finish: Standard colors	OFFICE FURNITURE CONCEPTS	\$ <u>205.00</u>	\$ <u>6,970.00</u>
25A.*	7	Anderson Hickey: 1842 LTL 4 Drawer Legal Finish: Standard colors	OFFICE FURNITURE CONCEPTS	\$ <u>221.00</u>	\$ <u>1,547.00</u>
26.	8	Desk, 30" x 48" with center drawer Anderson Hickey: PF4148 RCD Finish: Standard Colors	BT MILLER	\$ <u>186.96</u>	\$ <u>1,495.68</u>
27.	32	Folding table, 72" x 24", 3/4 inch solid core top, T-Mold edge with laminate top ABCO: FTD 2472-IN-OO Finish: Walnut/Brown	BT MILLER	\$ <u>50.00</u>	\$ <u>1,600.00</u>

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION/ MANUFACTURER/ STOCK NUMBER</u>	<u>COMPANY</u>	<u>UNIT BID PRICE</u>	<u>EXTENSION</u>
					89 0309
28.	25	Stack chair break room Fixtures: 20013 Finish: Chrome legs standard color Shell seat	FINGERS	\$ 69.00	\$ 1,725.00
29.	260	Stack chair, sled base, ganging, Polypropel non-upholstered K.I.: 1020 Finish: Standard colors, chrome base	FINGERS	\$ 34.00	\$ 8,840.00
30.	1	Mobile table cart ABCO: FTT-6 Capacity 12 tables	FINGERS	\$ 118.00	\$ 118.00
31.	2	Mobile Dolly for K.I. stack chair K.I.: FD-S Finish: Black Capacity: 10 chairs	CORPORATE EXPRESS	\$ 76.00	\$ 152.00
32.	2	Printer stand - 24" x 60" Droemer: P2460 SP Paper slot on top 55 inches long 10" paper shelf full width Finish: Wilsonart laminate/standard colors	2M OFFICE SUPPLY	\$ 240.00	\$ 480.00
33.	6	Lab stool, fully adjustable, chrome base And foot ring, 5 leg base, casters United Chair: D44H Fabric: Vinyl seat and back	2M OFFICE SUPPLY	\$ 129.00	\$ 774.00
34.	6	Lab stool, height adjustable Chrome base and foot ring, 5 leg base United Chair: D45H Fabric: Vinyl seat	2M OFFICE SUPPLY	\$ 84.00	\$ 504.00
35.	11	Computer station/PC stand, mobile Apollo: Compact 4 Finish: Putty	CORPORATE EXPRESS	\$ 226.00	\$ 2,486.00
36.	5	Table/TV stand Quartet: 88254 Finish: Black	CORPORATE EXPRESS	\$ 155.00	\$ 775.00
37.	2	2 person computer station (See exhibit A) Conwed: Valve system IN302200 10664200 10664800 1N664PGO 1N661PGO 1ETRO18200 1EPECK7200	FINGERS	\$ 2,450.00	\$ 4,900.00
		IB24FIXO IWCW2443 1WSW2448 1ETL0024 1EWMO522 1BBS4800			

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION/ MANUFACTURER/ STOCK NUMBER</u>	<u>COMPANY</u>	<u>UNIT BID PRICE</u>	<u>EXTENSION</u>
					89 0310
38.	4	Articulated Keyboard - B9026 Factory: Innovative Products	REJECT BIDS	\$ _____	\$ _____
39.	4	Mouse Pad - B8046 Factory: Innovative Products	REJECT BIDS	\$ _____	\$ _____
40.	4	Wrist supports - B8047 Factory: Innovative Products	REJECT BIDS	\$ _____	\$ _____
GRAND TOTAL					\$170,678.82

FINGERS	\$146,644.00
OFFICE FURNITURE CONCEPTS	\$10,883.00
BASIC CRAFTS	\$1,320.00
BT MILLER	\$6,224.82
2M OFFICE SUPPLY	\$2,194.00
CORPORATE EXPRESS	\$3,413.00
TOTAL	\$170,678.82

PURCHASE OF ONE (1) OR MORE NEW 2-AXLE, SEMI-LOW BED TRAILER

AS PER ORIGINAL

BID #94-094

COMPANY	UNIT PRICE
Mustang Tractor & Equipment Company 12800 N W Freeway Houston Tx 77040	\$42,267.00 Loading 402 DFM
Conley Lott Nichols Machinery Company	DOES NOT MEET SPECIFICATIONS: Items #2a, #4b, #4f, #5d, #6a, #6e, #7c, #7d, #17d and #20

RECAPITULATION OF BID

COMMISSIONERS COURT APPROVAL:	NOVEMBER 1ST
LEGAL NOTICE RUN IN NEWSPAPER:	NOVEMBER 20TH AND NOVEMBER 27TH
INDIVIDUAL NOTICES MAILED:	20
BID PACKETS PICKED UP OR MAILED:	5
BIDS RECEIVED:	2
BID OPENING DATE:	DECEMBER 5TH.

AGENDA ITEM # 34 (5)

89 0312

O'Rourke

AS PER ORIGINAL

Petroleum Products

December 1, 1994

AGENDA ITEM # 35 (1:2)

Fort Bend County
Debbie Kaminski, CPPB
500 Liberty St.
Suite 103
Richmond, Tx. 77469

Re: Fort Bend County Bids #94-064 and #94-065- Term contracts for the purchase of gasoline and diesel for Fort Bend County, the Fort Bend County Drainage District, the City of Rosenberg, the City of Sugar Land and the City of Missouri City.

O'Rourke Petroleum Products would be glad to renew the above stated contracts for the next three months, on the same terms and conditions as requested.

If you have any questions please contact me at (713) 672-9244.

Thank you for your business,



W. Lee Overall

AS PER ORIGINAL

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE YEAR
1994

On this the 13 day of Dec, 1994 at a Reg Session
of the Commissioners Court with the following present:

County Judge	<u>Ray L Cordley</u>
Commissioner, Precinct 1	<u>R. J. O'Hara</u>
Commissioner, Precinct 2	<u>Macley Forestage</u>
Commissioner, Precinct 3	<u>Walter B. Smith</u>
Commissioner, Precinct 4	<u>Bert Lutts</u>

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 *****

Robert Grayless
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

37. MEET IN CLOSED SESSION TO DISCUSS THE FOLLOWING: (1) LITIGATION (STATE OF TEXAS VS. UNITED STATES OF AMERICA); (2) PERSONNEL MATTERS (A SHERIFF'S DEPT.; B. LIBRARY; C. PCT 2; D DEPARTMENT HEADS); AS AUTHORIZED BY TEXAS GOV. CODE, SEC 551.071/074; AND CONSIDER TAKING ACTION IN OPEN SESSION:

(2) PERSONNEL MATTERS:

A. SHERIFF'S DEPT.:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to grant request from Sheriff Deputy Wichert to retain all vacation time and seek a policy recommendation from Human Resources on workmans comp. individuals that may be affected.

C. PCT. 2:

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to change temporary position to full time position for Program Director for Commissioner Pct. 2 effective first payroll of 1995. Human Resources will determine grade and step.

38. CONSIDER APPROVING RESOLUTION IN SUPPORT OF RACIAL AND ETHNIC DIVERSITY IN JUDICIAL SELECTION:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to approve resolution in support of racial and ethnic diversity in judicial selection.

39. MEET IN WORKSHOP SESSION TO DISCUSS THE FOLLOWING:

(1) CENTRALIZED MAILROOM:

Dianne McWethy, Director of Administrative Services and representatives from Pitney Bowes discussed creation of a central mailroom.

(2) PLANNING:

Judge Cordes announced that the planning survey analysis will be available next week.

40. ADJOURNMENT:

Commissioners Court adjourned at 1:50 p.m. on Tuesday, December 13, 1994.

RESOLUTION

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 13 day of December, 1994, at the regular meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon motion of Commissioner O'Shields, seconded by Commissioner Prestag, duly put and carried:

PREAMBLE

This resolution is to demonstrate the commitment of the Commissioners' Court of Fort Bend County, Texas, to promote racial and ethnic diversity in the election and appointment of judges to courts in Fort Bend County, Texas. It is the intent of this governing body to recognize that racial and ethnic diversity among the judges in the Fort Bend County courts is in the best interest of the citizens.

Whereas, the Commissioners' Court is committed to promote racial and ethnic diversity in the courts of Fort Bend County, Texas; and

Whereas, the Commissioners' Court recognizes it is in the best interest of all Fort Bend County residents to have racially and ethnically diverse elected and appointed judges; and

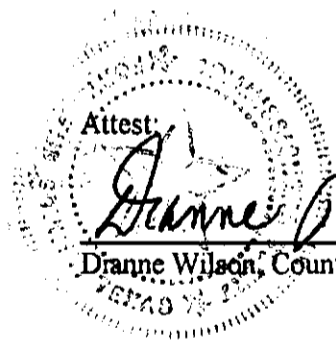
NOW THEREFORE, BE IT RESOLVED, that the Commissioners' Court of Fort Bend County, Texas, intends to promote racial and ethnic diversity in the election and appointment of qualified judges in Fort Bend County courts.

FORT BEND COMMISSIONERS' COURT

By: Roy L. Cordes, Jr.
County Judge

Attest:

Dranne Wilson
Dranne Wilson, County Clerk



DRAINAGE DISTRICT BOARD

BE IT REMEMBERED, That on this 13TH DAY of DECEMBER, 1994, the Drainage District Board of Fort Bend County, Texas met at a scheduled meeting with the following present:

ROY L. CORDES, JR.	COUNTY JUDGE
R.L. "BUD" O'SHIELES	COMMISSIONER PRECINCT #1
GRADY PRESTAGE	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK
DAN GERKEN	DRAINAGE DISTRICT MANAGER

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

1. CONSIDER APPROVING REQUEST FROM COASTAL PLAINS SOIL & WATER CONSERVATION DISTRICT TO PROVIDE FINANCIAL SUPPORT IN THE AMOUNT OF \$3,500:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve request from Coastal Plains Soil & Water Conservation District to provide financial support in the amount of \$3,500.

2. CONSIDER APPROVING LETTER AGREEMENT FOR TECHNICAL CONSULTING SERVICES ON AS-NEEDED BASIS WITH LAWRENCE G. DUNBAR:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to approve letter agreement for technical consulting services on as-needed basis with Lawrence G. Dunbar.

3. CONSIDER APPROVING INTERLOCAL AGREEMENT WITH PECAN GROVE MUNICIPAL UTILITY DISTRICT:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve interlocal agreement with Pecan Grove Municipal Utility District.

4. MONTHLY REPORT:

Dan Gerken, Drainage District Manager presented November, 1994 monthly report.

5. ADJOURNMENT:

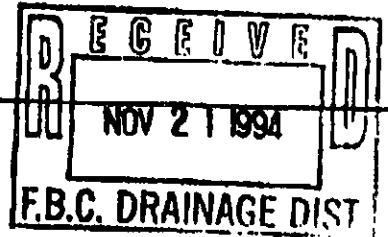
The Drainage District board adjourned at 11:25 a.m. on Tuesday, December 13, 1994.



AS PER ORIGINAL

AGENDA ITEM 00#1

Coastal Plains Soil and Water Conservation District
3405 Avenue F - Rosenberg, TX 77471



November 17, 1994

Fort Bend County Commissioners Court
Fort Bend County Courthouse
Office of the County Judge
501 Jackson St.
Richmond, TX 77469

Dear Sirs:

In the past the Fort Bend County Commissioners Court has provided financial support to the Coastal Plains Soil and Water Conservation District in the sum of \$3,000.00.

This year we are requesting an amount of \$3,500 to provide technical assistance to the Fort Bend County Drainage District and to land owners and operators in the Fort Bend County area, and to finance a part-time employee.

Your assistance is needed and greatly appreciated. Therefore, we, the Board of Directors of the Coastal Plains Soil and Water Conservation District, respectfully request your financial support this year.

Sincerely,

Mr. Wilfrud Hopmann
Chairman of the Board

cc: Dan Gerken
Fort Bend County Drainage District

WH/bg

CONSERVATION - DEVELOPMENT - SELF-GOVERNMENT

END

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE PROPOSAL
FOR CONSULTING SERVICES OF LAWRENCE G. DUNBAR**

On this the 13 day of December 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner O'Shields, seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Consulting Agreement with Lawrence G. Dunbar to provide services to the Fort Bend County Drainage District on an as-needed basis. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.



County Attorney
FORT BEND COUNTY, TEXAS

BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

AREA CODE 713
341-4555
FAX (713) 341-4557

December 12, 1994

Dan Gerken
Manager
Drainage District
Fort Bend County

RE: Drainage District Agenda Item #2
12/13/94

Dear Mr. Gerken:

This office has reviewed the attached Engineering Consultant proposal. It is my understanding the County's policy is to require all consultants to have an error and omissions policy. Please advise Mr. Dunbar of the County's policy.

This office has no objections to the form except for the absence of errors and omissions insurance.

Very truly yours,

Portia Poindexter
First Assistant County Attorney

Aj:gerken.lct:2743

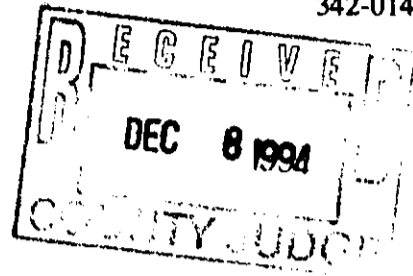
xc: County Judge Roy L. Cordes, Jr.
Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
Sandy Kucera, Risk Management
Larry Dunbar, 2500 Wilcrest, Suite 670, Houston, Texas 77042

COUNTY OF FORT BEND

Drainage District

Daniel E. Gerken, P.E.
Manager / EngineerConstruction / Maintenance
1022 Blume Road
Rosenberg, Texas 77471
342-0141Engineering / Administration
P.O. Box 1028 / 1004 Blume Road
Rosenberg, Texas 77471
342-2863

December 7, 1994

County Judge Roy L. Cordes, Jr.
Fort Bend County
P. O. Box 368
Richmond, Texas 77469**RE: PROPOSAL FOR CONSULTING SERVICES**

Dear Judge Cordes,

Attached is a proposal from Larry Dunbar for providing periodic consultant work to the Drainage District during the 1995 fiscal year. The same proposal was used during 1994, with the same maximum value of \$50,000. Approximately \$12,530 of the \$50,000 will be used from the 1994 budget. These funds are used for hydraulic and hydrologic designs/problems/reviews which are unusual in nature and/or beyond the expertise or time restraints of the engineers in this department.

I would like for the proposal to be considered for acceptance in the December 1994 Drainage District Board meeting. If you have any questions or comments regarding this matter, please contact me.

Sincerely,

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

DEG: jm

attachment

cc: Commissioner R. L. "Bud" O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Lutts

cordes5

LAWRENCE G. DUNBAR
Water Resources and Environmental Consultant
3207 Rifle Gap Lane
Sugar Land, Texas 77478
(713) 980-2225

RECEIVED
DEC 5 1994
F.B.C. DRAINAGE DIST

Mr. Dan Gerken
FBCDD Manager/Engineer
P. O. Box 1028
Rosenberg, Texas

November 16, 1994

Re: Proposal for Consulting Services to the FBCDD

RECEIVED
DEC 8 1994
F.B.C. DRAINAGE DIST

AS PER ORIGINAL

Dear Mr. Gerken:

This letter contains a proposal for the undersigned to provide consulting services to the Fort Bend County Drainage District on an as-needed basis. The purpose of these services is to assist the District in various matters in which the District believes it would derive benefit from the advice and expertise of the undersigned. These consulting services will not include legal services, but will be of a technical nature.

In an attempt to efficiently achieve the above, this proposal is requesting the FBCDD Board give its approval to the FBCDD Manager to seek and obtain such consulting services from the undersigned as the need arises. Such services would be obtained by issuing specific scopes of work, each for a fee not to exceed a fixed amount, but in no event would such an amount exceed \$10,000, based on a hourly rate of \$100. This authorization by the Board does not limit the number of scopes that can be issued by the FBCDD Manager, but rather limits the total cumulative fee for services obtained from the undersigned under this authorization to \$50,000, covering scopes issued from the date this proposal is accepted by the Board through December 31, 1995.

If the above proposal is acceptable to the FBCDD Board, please have the County Judge sign below and return a signed copy of this proposal to the undersigned.

Very truly yours,

Larry G. Dunbar
LARRY G. DUNBAR

LGD:rs c:\engr\lrs\consult95
FORT BEND COUNTY DRAINAGE DISTRICT

Accepted by: *Ray Cardak*

Date: 12/10/94

89 0322 DD #3

THE WILLARD OFFICE BUILDING
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WASHINGTON, D.C. 20004-1008
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SECOND FLOOR
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SATELLITE FAX (713) 758-4952
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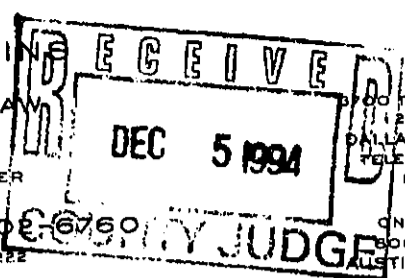
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(713) 758-3856

November 30, 1994



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DALLAS, TEXAS 75201-2975
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ONE AMERICAN CENTER
500 CONGRESS AVENUE
AUSTIN, TEXAS 78701-3200
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47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 (44-711) 491-7236
FAX 011 (44-711) 499-5320

Commissioner Bob Lutts
Fort Bend County Precinct 4
P. O. Box 187
Fulshear, Texas 77441

✓ The Honorable Roy L. Cordes, Jr.
Fort Bend County Judge
500 Jackson Street
Richmond, Texas 77469

Re: Pecan Grove Municipal Utility District (the "District") -- Interlocal Agreement with Fort Bend County Drainage District (the "Agreement")

Dear Sirs:

The Board of Directors of Pecan Grove Municipal District (the "District") requests that you place the enclosed Interlocal Agreement between the District and the Fort Bend County Drainage District (the "Drainage District") on the next Drainage District agenda. The Agreement is the same as the Agreement currently in effect between the District and the Drainage District for the 1994 year.

If you agree to place the Agreement on the agenda, please call the President of the Board of Directors of the District, Ms. Rebecca Junker, at 342-9476 and undersigned at 758-3856 to confirm the time and date of the meeting so that we may have a representative present at the meeting. Thank you for your assistance in this matter and if you should have any comments or questions regarding the enclosed, please call me at the above number.

Very truly yours,

Lynne B. Humphries
Lynne B. Humphries
Attorney for the District

Enclosures

cc: Mr. Bud Childers
Fort Bend County Attorney

Ms. Dianne Wilson
Fort Bend County Clerk

Fort Bend County Commissioners

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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.; and

WHEREAS, the governing body of the M.U.D. has duly authorized this agreement; and

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.; and

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 Chapter 791, Texas Government Code.

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 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 manpower 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.
5. It is expressly understood and agreed that this agreement may be terminated by either party upon thirty (30) days written notice.

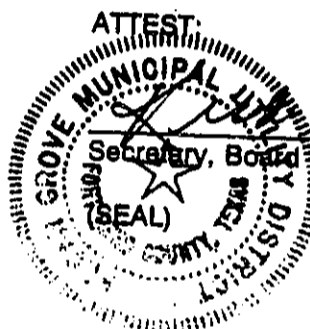
7. It is expressly understood and agreed that this agreement is automatically terminated on the 31st day of December, 1995, and must be renewed annually thereafter.

8. It is expressly understood and agreed by the parties hereto that this agreement shall be effective January 1, 1995.

SIGNED this 29th day of November, 1994.

PECAN GROVE MUNICIPAL UTILITY DISTRICT


Debra Ann Grubbs
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors

SIGNED this 13 day of Dec., 1994.

COUNTY OF FORT BEND

Ray H. Linder
County Judge

ATTEST:

Shirley Wilson
County Clerk

89 032600#4

AS PER ORIGINAL

COUNTY OF FORT BEND
DRAINAGE DISTRICT
P. O. BOX 1028 1004 BLUME ROAD
ROSENBERG, TEXAS 77471 PHONE: 713/342-2863

TO: Dianne Wilson

DATE: December 8, 1994

RE: Drainage Board Agenda

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

Shop Drawings Prints Plans Samples
 Specifications Copy of Letter Monthly Report
 Right-of-Way Easement

<u>COPIES</u>	<u>DATE</u>	<u>NO.</u>	<u>DESCRIPTION</u>
1			Monthly Report for November, 1994

THESE ARE TRANSMITTED AS CHECK 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

REMARKS:

The attached report will be placed on the December, 1994 Drainage District Board Agenda for review and acceptance. Any questions or comments can be directed to me or David Jalowy at 342-0141.

COPY TO: County Judge
All Commissioners

Signed David E. Galvin

COUNTY OF FORT BEND

Drainage District

AS PER ORIGINAL

Daniel E. Gerken, P.E.
Manager / EngineerEngineering / Administration
P.O. Box 1028 / 1004 Blume Road
Rosenberg, Texas 77471
342-2863Construction / Maintenance
1022 Blume Road
Rosenberg, Texas 77471
342-0141MONTHLY REPORT
NOVEMBER, 1994

The removal of vegetation from channels during November, 1994 was accomplished by shredding operations. Shredding was done on sixty-nine (69) channels that included Cedar Creek I-B, Chocolate Bayou X, Keegans Bayou VII and Longpoint Slough V-B.

The bridge crew worked on a variety of projects that included the installation or repair of several watergates on Gapps Slough II-B-2-a, Fairchilds Creek II-B-10, Robinowitz Ditch II-M, and Snake Creek I-C. They also repaired bridges across Snake Creek I-C-4 and Snake Creek I-C-6, and assisted with the installation of several drop inlet pipes into Big Creek II-B, Cedar Creek I-B, Dry Creek II-B-2, Oyster Creek II-K and Turkey Creek I-D-10.

Work began during November on the excavation of Brookshire Creek II-F-1. The Northwest 41 dragline was assigned to the project and dug three thousand (3,000) cubic yards of spoil material, which was leveled by the Caterpillar D-5H bulldozer.

Work continued on the installation of an erosion control drop structure near the Brazos River on County Line Ditch II-VV. This is a cost share project with material costs being funded by the Soil Conservation Service, U.S.D.A. and by the landowner. The Drainage District is providing equipment and personnel.

Work also continued on the Big Creek Bypass. The Northwest 9570 dragline dug approximately twenty-one thousand (21,000) cubic yards of spoil dirt which was spread by the Dresser TD-25G bulldozer.

The Rapier NCK-305 dragline continued to dig on Mound Creek I-A. Approximately seventeen thousand (17,000) cubic yards of spoil dirt were dug and then leveled by the Caterpillar D-6D bulldozer.

The following charts indicate which projects received work and which equipment was assigned to each during November, 1994.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

AS PER ORIGINAL

1. BLUME RD FAC
 - D624-CATERPILLAR D5H LGP DOZER 11/4-11/4, 11/7-11/9
 - E225-FIATALLIS FG85MOTORGRADER 11/1-11/4, 11/9, 11/14-11/18
 - E532-DRESSER TD25G DOZER 11/1-11/4, 11/8-11/8
2. PRECINCT 1
 - D605-JD690E-LC EXCAVATOR 11/22-11/23, 11/28-11/30
3. BIG CREEK II-B
 - D605-JD690E-LC EXCAVATOR 11/1-11/4, 11/16-11/18, 11/21
4. BIG CREEK BYPASS II-B ALT
 - D624-CATERPILLAR D5H LGP DOZER 11/9-11/10, 11/14-11/18
 - E135-NORTHWEST 9570 DRAGLINE 11/9-11/10, 11/14-11/18, 11/21-11/23
 - E225-FIATALLIS FG85MOTORGRADER 11/18, 11/22-11/23, 11/28-11/30
 - E532-DRESSER TD25G DOZER 11/9, 11/14-11/18, 11/21-11/23, 11/28-11/30
5. BRAZOS RIVER II-AA
 - E519-LINKBELT LS2800 TRACKHOE 11/7
6. BROOKSHIRE CREEK II-F-1
 - D624-CATERPILLAR D5H LGP DOZER 11/22, 11/28-11/29
 - E133-NORTHWEST 41AIR DRAGLINE 11/21-11/22, 11/28-11/30
 - E538-EL240HYDR. EXCAVATOR 11/10, 11/14
7. CEDAR CREEK I-B
 - E519-LINKBELT LS2800 TRACKHOE 11/14-11/18, 11/21-11/23, 11/28
8. CLODINE DITCH V-b
 - D550-D21E KOMATSU BULLDOZER 11/4, 11/7-11/10, 11/14-11/15, 11/18
 - D605-JD690E-LC EXCAVATOR 11/4, 11/8-11/10
 - E113-JOHNDERE 350C BULLDOZER 11/16
9. COON CREEK II-B-3
 - E133-NORTHWEST 41AIR DRAGLINE 11/17
 - E241-CASE 855C LOADER#7402317 11/7
10. COUNTY LINE DITCH II-VV
 - D556-LINKBELT LS98C DRAGLINE 11/14-11/16, 11/28-11/30
 - E519-LINKBELT LS2800 TRACKHOE 11/28-11/30
 - E526-DRESSER TD25G DOZER 11/14-11/15, 11/18, 11/21-11/22, 11/28, 11/30
 - E532-DRESSER TD25G DOZER 11/1, 11/30
11. COUNTY SANITARY LANDFILL
 - D624-CATERPILLAR D5H LGP DOZER 11/29-11/30
 - E134-LINKBELT LS98A DRAGLINE 11/1-11/4, 11/7-11/9, 11/14-11/17, 11/28-11/30
 - E227-FIATALLIS FD30 DOZER 11/2, 11/8-11/10

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

AS PER ORIGINAL

12. DRY CREEK II-B-2 E519-LINKBELT LS2800 TRACKHOE	11/8
13. FAIRCHILDS CREEK II-B-10 E133-NORTHWEST 41AIR DRAGLINE	11/9-11/10
14. GAPPS SLOUGH II-B-2-a E538-EL240HYDR. EXCAVATOR	11/18
15. KEEGANS BAYOU VII E538-EL240HYDR. EXCAVATOR	11/3-11/4, 11/7-11/8
16. LONGPOINT SLOUGH V-B D605-JD690E-LC EXCAVATOR	11/10, 11/14-11/15
17. MOUND CREEK I-A D556-LINKBELT LS98C DRAGLINE E226-CATERPILLAR D6D DOZER E247-RAPIER NCK305 DRAGLINE	11/10, 11/14 11/1-11/4, 11/7-11/10, 11/14-11/18, 11/21-11/23, 11/28-11/3 11/1-11/4, 11/8-11/10, 11/14-11/18, 11/21-11/23, 11/28-11/3
18. MUSTANG CREEK IV E538-EL240HYDR. EXCAVATOR	11/1-11/2
19. OYSTER CREEK II-K E538-EL240HYDR. EXCAVATOR	11/21-11/23, 11/28-11/30
20. RABBS BAYOU II-D E133-NORTHWEST 41AIR DRAGLINE E519-LINKBELT LS2800 TRACKHOE	11/1, 11/4 11/1
21. ROBINOWITZ DITCH II-M E133-NORTHWEST 41AIR DRAGLINE	11/7-11/8
22. SIMS BAYOU VIII-A D604-CATERPILLAR D5H DOZER	11/14-11/17
23. SIMS BAYOU VIII-B D604-CATERPILLAR D5H DOZER	11/1-11/4, 11/7-11/10
24. SIMS BAYOU VIII-B-1 E538-EL240HYDR. EXCAVATOR	11/1
25. SIMS BAYOU (CANGELOSI DITCH) VIII E538-EL240HYDR. EXCAVATOR	11/2-11/3
26. SNAKE CREEK I-C E133-NORTHWEST 41AIR DRAGLINE E519-LINKBELT LS2800 TRACKHOE	11/15-11/16 11/2, 11/10, 11/14

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

AS PER ORIGINAL

- | | |
|---|------------------------|
| 27. SNAKE CREEK I-C-4
E519-LINKBELT LS2800 TRACKHOE | 11/9 |
| 28. SNAKE CREEK I-C-6
E519-LINKBELT LS2800 TRACKHOE | 11/8-11/9 |
| 29. TURKEY CREEK I-D-10
E538-EL240HYDR. EXCAVATOR | 11/14-11/17 |
| 30. TURKEY CREEK II-A-2
E133-NORTHWEST 41AIR DRAGLINE
E519-LINKBELT LS2800 TRACKHOE | 11/2-11/3
11/1-11/3 |
| 31. WILLOW FORK OF BUFFALO BAYOU V-A
D604-CATERPILLAR D5H DOZER | 11/28 |
| 32. WILLOW FORK OF BUFFALO BAYOU V-A-6
E113-JOHNDERE 350C BULLDOZER | 11/17 |

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

1. PRECINCT 2
 - D572-CASE IH 695 MFD 11/4
 - D616-6200MFWD TRACTOR 11/4
 - E242-FORD 6610 SLOPEMOWER 11/4

2. AYLOR DITCH II-NN
 - D571-CASE IH 695 MFD 11/10, 11/14
 - D593-JOHN DEERE 2555 11/8
 - D618-6200MFWD TRACTOR 11/9-11/10, 11/14
 - E243-FORD 6610 SLOPEMOWER 11/8-11/10, 11/14
 - E513-HESSTON 7066 TRACTOR 11/10

3. BIG CREEK II-B
 - D582-CASE IH MFD TRACTOR 11/1-11/4, 11/7-11/10, 11/16-11/18, 11/28-11/29
 - D583-CASE IH MFD TRACTOR 11/14
 - D617-6200MFWD TRACTOR 11/1-11/4, 11/15-11/18, 11/21-11/22, 11/28
 - D625-6200JD MFWD TRACTOR 11/1-11/4, 11/7-11/9, 11/14-11/18, 11/21-11/22, 11/28
 - E107-JOHNDEERE 350C SLOPEMOWER 11/1-11/2
 - E512-HESSTON 7066 TRACTOR 11/1-11/4, 11/7-11/9, 11/14-11/18, 11/21-11/22, 11/28

4. BIG CREEK II-B-7-a
 - E512-HESSTON 7066 TRACTOR 11/3

5. BIG CREEK BYPASS II-B ALT
 - D570-CASE IH 695 2 WD 11/28
 - D572-CASE IH 695 MFD 11/28
 - D594-JOHN DEERE 2555 11/23, 11/28
 - D616-6200MFWD TRACTOR 11/23, 11/28
 - D627-6200JD MFWD TRACTOR 11/23, 11/28
 - E126-JOHNDEERE 2640 SLOPEMOWER 11/28
 - E230-HESSTON 7066 TRACTOR 11/23, 11/28
 - E231-HESSTON 7066 TRACTOR 11/23, 11/28

6. BRAZOS RIVER II-AA
 - D593-JOHN DEERE 2555 11/16
 - E243-FORD 6610 SLOPEMOWER 11/16

7. BRAZOS RIVER II-H
 - D572-CASE IH 695 MFD 11/1-11/2
 - D594-JOHN DEERE 2555 11/1-11/2
 - D616-6200MFWD TRACTOR 11/1-11/2
 - D627-6200JD MFWD TRACTOR 11/1-11/2, 11/18
 - E230-HESSTON 7066 TRACTOR 11/1-11/2
 - E231-HESSTON 7066 TRACTOR 11/1-11/2
 - E242-FORD 6610 SLOPEMOWER 11/1-11/2
 - E515-HESSTON 7066 TRACTOR 11/1-11/2

FT. BEND COUNTY DRAINAGE DISTRICT

89 0332

SHREDDER REPORT

AS PER ORIGINAL

8. BUFFALO CREEK I-B-3
 D569-CASE IH 695 2 WD 11/4, 11/7-11/9
 D595-JOHN DEERE 2555 11/1-11/2
 E517-MF 283 SLOPEMOWER 11/7-11/8
9. BUFFALO CREEK I-B-3-k
 E517-MF 283 SLOPEMOWER 11/4
10. BULLHEAD SLOUGH II-L-2
 E117-JOHNDEERE 350C SLOPEMOWER 11/28, 11/30
11. CEDAR CREEK I-B
 D569-CASE IH 695 2 WD 11/1-11/3
 D583-CASE IH MFD TRACTOR 11/1-11/3, 11/8-11/9, 11/15
 D595-JOHN DEERE 2555 11/2, 11/4, 11/7, 11/10
 E229-HESSTON 7066 TRACTOR 11/1-11/4, 11/7
 E517-MF 283 SLOPEMOWER 11/4, 11/15
12. CHOCOLATE BAYOU X
 D570-CASE IH 695 2 WD 11/16
 D616-6200MFWD TRACTOR 11/16
 E126-JOHNDEERE 2640 SLOPEMOWER 11/16
 E242-FORD 6610 SLOPEMOWER 11/16
 E515-HESSTON 7066 TRACTOR 11/16
13. CHOCOLATE BAYOU X-A
 D570-CASE IH 695 2 WD 11/16
 D594-JOHN DEERE 2555 11/17
 D616-6200MFWD TRACTOR 11/16
 D627-6200JD MFWD TRACTOR 11/17
 E126-JOHNDEERE 2640 SLOPEMOWER 11/16
 E230-HESSTON 7066 TRACTOR 11/17
 E242-FORD 6610 SLOPEMOWER 11/16
14. CHOCOLATE BAYOU X-B
 D594-JOHN DEERE 2555 11/17
 D627-6200JD MFWD TRACTOR 11/15, 11/17
15. CLEAR CREEK VI
 D570-CASE IH 695 2 WD 11/21
 D572-CASE IH 695 MFD 11/22
 D594-JOHN DEERE 2555 11/21-11/22
 D616-6200MFWD TRACTOR 11/21-11/22
 D627-6200JD MFWD TRACTOR 11/22
 E126-JOHNDEERE 2640 SLOPEMOWER 11/21
 E230-HESSTON 7066 TRACTOR 11/21
 E231-HESSTON 7066 TRACTOR 11/21
 E242-FORD 6610 SLOPEMOWER 11/21

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

16. CLEAR CREEK VI-A
D570-CASE IH 695 2 WD 11/22
E231-HESSTON 7066 TRACTOR 11/22
17. CLODINE DITCH V-b
E107-JOHNDEERE 350C SLOPEMOWER 11/17-11/18, 11/21-11/23, 11/28-11/30
E116-JOHNDEERE 350C SLOPEMOWER 11/17, 11/21-11/23, 11/28-11/30
E117-JOHNDEERE 350C SLOPEMOWER 11/17-11/18, 11/21, 11/23
18. COOLEY DITCH II-CC-1
D593-JOHN DEERE 2555 11/10
E243-FORD 6610 SLOPEMOWER 11/10
19. COUNTY LINE DITCH II-VV
D571-CASE IH 695 MFD 11/29
D618-6200MFW D TRACTOR 11/29
E243-FORD 6610 SLOPEMOWER 11/29-11/30
20. DRY CREEK II-B-2
D572-CASE IH 695 MFD 11/3-11/4, 11/7-11/9
D594-JOHN DEERE 2555 11/3, 11/7-11/8
D616-6200MFW D TRACTOR 11/3-11/4, 11/7-11/9
D627-6200JD MFW D TRACTOR 11/3-11/4, 11/7-11/8
E230-HESSTON 7066 TRACTOR 11/3-11/4, 11/7-11/10
E231-HESSTON 7066 TRACTOR 11/3
E242-FORD 6610 SLOPEMOWER 11/2-11/3, 11/8-11/9
E515-HESSTON 7066 TRACTOR 11/3-11/4, 11/7-11/8
21. DUVAL DITCH II-J
D571-CASE IH 695 MFD 11/2-11/4, 11/7-11/8, 11/17, 11/30
D593-JOHN DEERE 2555 11/3
D618-6200MFW D TRACTOR 11/3-11/4, 11/17, 11/29-11/30
E243-FORD 6610 SLOPEMOWER 11/2-11/4, 11/15-11/17
E514-HESSTON 7066 TRACTOR 11/3, 11/17
22. DUVAL DITCH II-J-1
D571-CASE IH 695 MFD 11/8
D618-6200MFW D TRACTOR 11/7
E243-FORD 6610 SLOPEMOWER 11/7
23. DUVAL DITCH II-J-2
D571-CASE IH 695 MFD 11/29-11/30
D593-JOHN DEERE 2555 11/1-11/2
D618-6200MFW D TRACTOR 11/30
E514-HESSTON 7066 TRACTOR 11/1-11/2

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

- | | |
|--------------------------------|---------------------------|
| 24. DUVAL DITCH II-J-5 | |
| D618-6200MFWD TRACTOR | 11/7 |
| E243-FORD 6610 SLOPEMOWER | 11/7 |
| 25. DUVAL DITCH II-J-6 | |
| D593-JOHN DEERE 2555 | 11/8 |
| D618-6200MFWD TRACTOR | 11/7, 11/9 |
| E243-FORD 6610 SLOPEMOWER | 11/7-11/9 |
| 26. EAST BERNARD DITCH I-G | |
| E514-HESSTON 7066 TRACTOR | 11/30 |
| 27. EAST BERNARD DITCH I-G-2 | |
| D593-JOHN DEERE 2555 | 11/30 |
| E514-HESSTON 7066 TRACTOR | 11/30 |
| 28. FAIRCHILDS CREEK II-B-10 | |
| D582-CASE IH MFD TRACTOR | 11/29-11/30 |
| D617-6200MFWD TRACTOR | 11/28-11/30 |
| D625-6200JD MFWD TRACTOR | 11/28-11/30 |
| E512-HESSTON 7066 TRACTOR | 11/28-11/29 |
| 29. FLAT BANK CREEK II-k | |
| D594-JOHN DEERE 2555 | 11/30 |
| D627-6200JD MFWD TRACTOR | 11/30 |
| E231-HESSTON 7066 TRACTOR | 11/30 |
| 30. FLEWELLEN DITCH II-E-10 | |
| D596-JOHN DEERE 2555 | 11/1 |
| D626-6200JD MFWD TRACTOR | 11/1 |
| E115-JOHNDEERE 350C SLOPEMOWER | 11/1-11/2 |
| E116-JOHNDEERE 350C SLOPEMOWER | 11/1-11/3 |
| E117-JOHNDEERE 350C SLOPEMOWER | 11/1-11/3 |
| 31. GUY CREEK I-A-1 | |
| D569-CASE IH 695 2 WD | 11/21-11/23, 11/28-11/29 |
| D583-CASE IH MFD TRACTOR | 11/17, 11/21-11/23, 11/28 |
| D595-JOHN DEERE 2555 | 11/16, 11/18, 11/21 |
| E229-HESSTON 7066 TRACTOR | 11/16-11/18, 11/21-11/23 |
| E517-MF 283 SLOPEMOWER | 11/17, 11/21-11/23, 11/28 |
| 32. GUYLER DITCH II-BB | |
| D571-CASE IH 695 MFD | 11/18, 11/21 |
| D593-JOHN DEERE 2555 | 11/18 |
| D618-6200MFWD TRACTOR | 11/18 |
| E243-FORD 6610 SLOPEMOWER | 11/18 |
| E514-HESSTON 7066 TRACTOR | 11/18 |

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

33. KEEGANS BAYOU VII		AS PER ORIGINAL
D594-JOHN DEERE 2555	11/15	
D627-6200JD MFWD TRACTOR	11/15	
E515-HESSTON 7066 TRACTOR	11/15-11/16	
34. KEEGANS BAYOU VII-A		
D594-JOHN DEERE 2555	11/15	
D627-6200JD MFWD TRACTOR	11/15	
E230-HESSTON 7066 TRACTOR	11/15-11/16	
E515-HESSTON 7066 TRACTOR	11/15	
35. KEEGANS BAYOU VII-A-1		
D594-JOHN DEERE 2555	11/15	
E230-HESSTON 7066 TRACTOR	11/15	
E515-HESSTON 7066 TRACTOR	11/15	
36. KEEGANS BAYOU VII-A-1-a		
D594-JOHN DEERE 2555	11/15	
D627-6200JD MFWD TRACTOR	11/15	
E230-HESSTON 7066 TRACTOR	11/15	
E515-HESSTON 7066 TRACTOR	11/15	
37. KEEGANS BAYOU VII-B		
D594-JOHN DEERE 2555	11/9	
D627-6200JD MFWD TRACTOR	11/10	
E126-JOHNDEERE 2640 SLOPEMOWER	11/15	
E142-MF 255 TRACTOR	11/9	
E230-HESSTON 7066 TRACTOR	11/9	
E515-HESSTON 7066 TRACTOR	11/9-11/10	
38. KEEGANS BAYOU VII-B-1		
D627-6200JD MFWD TRACTOR	11/10	
39. KEEGANS BAYOU VII-C		
D570-CASE IH 695 2 WD	11/15	
D616-6200MFWD TRACTOR	11/15	
D627-6200JD MFWD TRACTOR	11/14	
E126-JOHNDEERE 2640 SLOPEMOWER	11/15	
E142-MF 255 TRACTOR	11/14	
E230-HESSTON 7066 TRACTOR	11/14	
E242-FORD 6610 SLOPEMOWER	11/15	
40. KEEGANS BAYOU VII-C-1		
D627-6200JD MFWD TRACTOR	11/14	
E230-HESSTON 7066 TRACTOR	11/14	

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

41. KEEGANS BAYOU VII-C-2
D627-6200JD MFWD TRACTOR 11/14
E230-HESSTON 7066 TRACTOR 11/14
42. KEEGANS BAYOU VII-E
D570-CASE IH 695 2 WD 11/15
D616-6200MFWD TRACTOR 11/15
E142-MF 255 TRACTOR 11/14
E242-FORD 6610 SLOPEMOWER 11/15
43. LONGPOINT BAYOU III-B
D626-6200JD MFWD TRACTOR 11/14-11/15, 11/17-11/18
44. LONGPOINT SLOUGH V-B
D571-CASE IH 695 MFD 11/2
D596-JOHN DEERE 2555 11/1-11/4, 11/7-11/9, 11/14-11/15, 11/17-11/18
D618-6200MFWD TRACTOR 11/2
D626-6200JD MFWD TRACTOR 11/1-11/4, 11/7-11/9
E115-JOHNDEERE 350C SLOPEMOWER 11/4, 11/7-11/9, 11/14-11/16
E116-JOHNDEERE 350C SLOPEMOWER 11/14-11/16, 11/18
E117-JOHNDEERE 350C SLOPEMOWER 11/4, 11/7-11/9, 11/14-11/16
45. MOUND CREEK I-A
D569-CASE IH 695 2 WD 11/16-11/18
D583-CASE IH MFD TRACTOR 11/16, 11/18, 11/21
D595-JOHN DEERE 2555 11/14-11/16
E229-HESSTON 7066 TRACTOR 11/14-11/16
E517-MF 283 SLOPEMOWER 11/16, 11/21
46. MOUND CREEK I-A-2
D569-CASE IH 695 2 WD 11/29-11/30
D583-CASE IH MFD TRACTOR 11/30
D595-JOHN DEERE 2555 11/22-11/23
E517-MF 283 SLOPEMOWER 11/28-11/29
47. MOUND CREEK I-A-3
D569-CASE IH 695 2 WD 11/15
D583-CASE IH MFD TRACTOR 11/15
D595-JOHN DEERE 2555 11/16
E517-MF 283 SLOPEMOWER 11/15
48. MOUND CREEK I-A-4
D569-CASE IH 695 2 WD 11/16
E229-HESSTON 7066 TRACTOR 11/7
49. MUSTANG CREEK IV
D570-CASE IH 695 2 WD 11/17-11/18, 11/21
D594-JOHN DEERE 2555 11/18, 11/21
D616-6200MFWD TRACTOR 11/21
D627-6200JD MFWD TRACTOR 11/18, 11/21
E126-JOHNDEERE 2640 SLOPEMOWER 11/1, 11/17-11/18, 11/21
E230-HESSTON 7066 TRACTOR 11/18, 11/22
E231-HESSTON 7066 TRACTOR 11/17-11/18, 11/21
E242-FORD 6610 SLOPEMOWER 11/21

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

50. MUSTANG CREEK IV-A
D627-6200JD MFWD TRACTOR 11/18
51. OYSTER CREEK II-K
D570-CASE IH 695 2 WD 11/22
D572-CASE IH 695 MFD 11/22
D616-6200MFWD TRACTOR 11/22
D627-6200JD MFWD TRACTOR 11/22
E230-HESSTON 7066 TRACTOR 11/30
E231-HESSTON 7066 TRACTOR 11/22
52. OYSTER CREEK II-K-14
D594-JOHN DEERE 2555 11/15
53. OYSTER CREEK II-K-3
D570-CASE IH 695 2 WD 11/15
D616-6200MFWD TRACTOR 11/15, 11/17
D627-6200JD MFWD TRACTOR 11/15
E126-JOHNDEERE 2640 SLOPEMOWER 11/15
E142-MF 255 TRACTOR 11/14
E230-HESSTON 7066 TRACTOR 11/15
E242-FORD 6610 SLOPEMOWER 11/15-11/16
54. OYSTER CREEK II-K-3-a
D570-CASE IH 695 2 WD 11/16
D594-JOHN DEERE 2555 11/14-11/15
D616-6200MFWD TRACTOR 11/16
D627-6200JD MFWD TRACTOR 11/15
E126-JOHNDEERE 2640 SLOPEMOWER 11/16
E230-HESSTON 7066 TRACTOR 11/15
E515-HESSTON 7066 TRACTOR 11/15
55. OYSTER CREEK II-K-6
D594-JOHN DEERE 2555 11/14
D627-6200JD MFWD TRACTOR 11/15
E230-HESSTON 7066 TRACTOR 11/15
56. RABBS BAYOU II-D
D626-6200JD MFWD TRACTOR 11/30
57. RED GULLY II-K-9
D571-CASE IH 695 MFD 11/1
D618-6200MFWD TRACTOR 11/1-11/3
E243-FORD 6610 SLOPEMOWER 11/1
58. SEABOURNE CREEK II-B-4
D583-CASE IH MFD TRACTOR 11/7

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

59. SIMS BAYOU VIII-B-1 D626-6200JD MFWD TRACTOR	11/1
60. SNAKE CREEK I-C D595-JOHN DEERE 2555 E229-HESSTON 7066 TRACTOR	11/23, 11/28, 11/30 11/23, 11/28, 11/30
61. SNAKE CREEK I-C-2 D595-JOHN DEERE 2555 E229-HESSTON 7066 TRACTOR	11/28-11/29 11/29
62. SNAKE CREEK I-C-3 D595-JOHN DEERE 2555	11/29
63. SNAKE CREEK I-C-6 D595-JOHN DEERE 2555 E229-HESSTON 7066 TRACTOR	11/30 11/30
64. SNAKE CREEK I-C-6-a D595-JOHN DEERE 2555	11/30
65. STAFFORD RUN CREEK II-K-1 D570-CASE IH 695 2 WD D572-CASE IH 695 MFD D594-JOHN DEERE 2555 D616-6200MFWD TRACTOR D627-6200JD MFWD TRACTOR E126-JOHNDEERE 2640 SLOPEMOWER E230-HESSTON 7066 TRACTOR E231-HESSTON 7066 TRACTOR	11/29-11/30 11/29-11/30 11/28-11/30 11/29-11/30 11/28-11/30 11/29-11/30 11/28-11/30 11/28-11/30
66. STAFFORD RUN CREEK II-K-1-a D616-6200MFWD TRACTOR E242-FORD 6610 SLOPEMOWER	11/14-11/15 11/14-11/15
67. WATERS LAKE BAYOU II-C E121-JOHNDEERE 350C SLOPEMOWER E124-JOHNDEERE 350C SLOPEMOWER	11/16-11/18, 11/21-11/22, 11/28-11/29 11/10, 11/14-11/18, 11/21-11/22, 11/28-11/29
68. WATERS LAKE BAYOU II-C-1 E121-JOHNDEERE 350C SLOPEMOWER E124-JOHNDEERE 350C SLOPEMOWER	11/9-11/10 11/9
69. WEST SIMONTON DITCH II-YY D571-CASE IH 695 MFD D618-6200MFWD TRACTOR E243-FORD 6610 SLOPEMOWER	11/22, 11/28 11/28 11/28

89 0339

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

70. WILLOW FORK OF BUFFALO BAYOU V-A
D596-JOHN DEERE 2555

11/4

FORT BEND PARKWAY ROAD DISTRICT

BE IT REMEMBERED, That on this 13TH DAY of DECEMBER, 1994 Commissioners Court of Fort Bend County, Texas, sitting as the governing body of the Fort Bend Parkway Road District, met with the following present:

ROY L. CORDES, JR.	COUNTY JUDGE
R.L. "BUD" O'SHIELES	COMMISSIONER PRECINCT #1
GRADY PRESTAGE	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. CONSIDER AND APPROVE PAYMENT OF BILLS AND INVOICES FOR FORT BEND PARKWAY ASSOCIATION ("ASSOCIATION") AND THE DISTRICT:

Postpone until December 20.

2. RECEIVE STATUS REPORT OF FORT BEND PARKWAY ASSOCIATION AND THE DISTRICT:

Postpone until December 20.

3. ADJOURNMENT:

The Fort Bend Parkway Road District adjourned at 11:30 a.m. on Tuesday, December 13, 1994.

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 3, 1995 UNDER AND BY VIRTUE OF CHAPTER 204, LOCAL GOVERNMENT CODE.

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 STRICT 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 February 27, _____, 1995.

STARTING WITH
FILM CODE NO. 94-Vol. 89-Pg. 0223

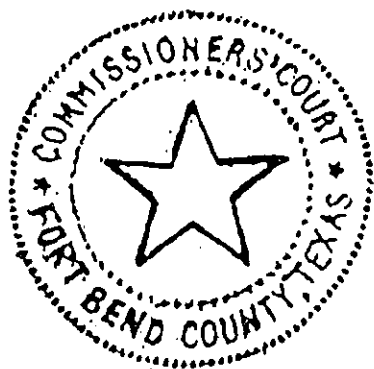
ENDING WITH
FILM CODE NO. 94-Vol. 89-Pg. 0340

CAMERA NUMBER 4666 OR 10545
(Circle line)

REDUCTION RATIO 29X & *32X
*Large computer pages.

(SEAL)

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

BETWEEN THIS TITLE PAGE AND THE CERTIFICATE OF LEGALITY AND AUTHENTICITY
ARE THE COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF
THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 27th DAY OF February,
1995 STARTING WITH FILM CODE NUMBER 94-Vol. 89-Pg. 0343
YEAR-ROLL (VOL.) NO.-PAGE NUMBER

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
Betty Fulgham (DEPUTY)

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
TUESDAY, DECEMBER 20, 1994
9:00 O'CLOCK A.M.

AGENDA

1. Call to Order and Invocation by Commissioner Prestage.
2. Pledge of Allegiance.
3. Approve minutes of meeting of December 13, 1994.
4. Announcements.
5. Approve line item transfers in budgets and funds.
6. Approve out-of-town travel requests for County personnel and enter into record the travel requests for elected officials.
7. Approve agreements/contracts for County equipment or services.
8. Consider approving bonds & oaths for various elected officials.
9. Consider approving agreement with Fort Bend Family Health for eligibility screening of indigents.
10. Consider approving agreement with Fort Bend Senior Citizens.
11. Consider approving agreement with Fort Bend Regional Council on Alcoholism & Drug Abuse.
12. Consider approving agreement with Riceland Regional Mental Health Authority.
13. Consider approving agreements for the Community Development Block Grant Program as follows: (1) City of Rosenberg - 8th St. Storm Sewer; (2) City of Richmond - Collins St. Sidewalk & Drainage.
14. Consider approving bills for Fort Bend Flood Control Water Supply Corp.
15. Consider approving application to H-GAC for Sheriff's Dept. Gang Grant.
16. Consider approving addendum to Greatwood contract for Sheriff's Dept. contract deputy program.
17. Consider approving reserve deputies: (1) Terrance Small, with bond & Oath, Pct. 2 Constable; (2) Jason K. George, Sheriff's Dept.
18. Consider approving drug testing agreements with Fort Bend Physicians, Houston Pro Medical Management Inc. and Doctors on Wilcrest.
19. Consider approving creation of centralized mailroom for Courthouse Complex.
20. Consider authorizing Library Board to proceed with pre-selection of architect for Sugar Land Branch Library.
21. Consider request from Community Supervision & Corrections Dept. for insurance, maintenance and fuel for new van.
22. Consider approving additional fees to Bickerstaff, Heath & Smiley for representation in State of Texas vs. United State of America.
23. Consider approving resolution in support of grant application to H-GAC for alternative fuels.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

ADA Coordinator, Risk/Management Insurance Dept., 7th Floor, Travis Building, P.O. Box 368, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

24. Consider approving 1995 interlocal agreements with City of Rosenberg.
25. Amend By-laws & Articles of Incorporation, and appoint members to Fort Bend County Health Facilities Development Corp.
26. Amend By-laws and Articles of Incorporation, and appoint members to Fort Bend County Industrial Development Corp.
27. Set public hearing for partial replat of Falcon Point, Sec. 1, Pct. 3.
28. Accept streets in Village of Oak Lake, Sec. 3, Pct. 3, and release bond #8126-81-36.
29. Consider approving Adopt-A-County Road agreement with Gary Fredrickson and Staff for Williams School Road, Pct. 1.
30. Consider approving change order #2 on Travis Bldg. 4th Floor interior completion.
31. Consider approving change order 23 from Pepper Lawson for jail project.
32. Discuss and consider taking action on County Jail construction project.
33. Consider approving change order #1 to ESI contract for fuel monitoring system (#94-045).
34. Authorize advertising for bids for ambulance for EMS.
35. Consider taking action on the following term contracts: (1) weed, brush & insect control material (#95-004); (2) car wash soap, degreaser & graffiti remover (#95-013).
36. Consider granting exemption to competitive bid process as authorized by }262-024 Texas Local Gov. Code for the purchase of an item available from only one source - Ameritech Library Services for hardware and software maintenance.
37. Consider authorizing County Auditor to transfer from line items within a department's budget to cover salary accruals and, where necessary, to transfer from Contingency to a department to cover the salary accruals.
38. Consider approving contract with Leadingwell & Associates for community visioning, to be paid for by Southwestern Bell Telephone Co. grant.
39. Consider approving agreement with the University of Texas Medical Branch, Galveston for Indigent Health Care.
40. Consider approving plats and accepting letters of credit for Hickory Creek, Sec. 2 & 3, Pct. 3.
41. Record the November '94 monthly report for Tax Assessor/Collector.
42. Consider approving annual dues in the amount of \$9,016.84 to H-GAC; and designate delegates to the General Assembly and Board of Directors.
43. Consider approving the following as recommended by Engineering Dept.:
 - (1) application from Brown & Root Inc. to bury sanitary sewer service connections under Cansfield Way, Pct. 3;
 - (2) applications from Southwestern Bell Telephone to bury cable along Gaines, Pct. 3; under Hartledge and Band; under Band, except to elevate over Ditch II-B-3, Pct. 1.
 - (3) application from Fort Bend M.U.D. #112 for construction of an access road in drainage district easement, Fort Bend L.I.D. #7 external Channel, Pct. 4;
 - (4) applications from Fort Bend Telephone to bury cable along Will Lehman, Pct. 1; and under Ditch I-B-3-E, Pct. 1.
 - (5) application from Fort Bend M.U.D. #2 to remove and repair pavement on West Bellfort Dr., Pct. 3;
 - (6) application from Warner Cable to bury cable under Oak View Trail, West Airport Blvd., Oak Lake Park Dr. & Peachwood Lake, Pct. 3.

(7) contract with McBride-Ratcliff & Associates for professional services at the landfill.

44. Approve bills.
45. Meet in Closed Session to discuss the following: (1) Land Matters (Pct. 1); (2) Personnel Matters (a. M.I.S. Dept.; b. Administrative Services Dept.; c. Pct. 2; d. department heads) as authorized by Texas Gov. Code, 551.072/074; and consider taking action in open session.
46. Meet in Workshop Session to discuss the following: (1) M.I.S.; (2) Planning.
47. Adjournment.

In the event any of the foregoing items are not covered in the time allocated on the date of this agenda, the Court may order a continuance during the week until the discussion is completed on all items.

FILED FOR RECORD

TIME 3:50 ~~A.M.~~ P.M.

DEC 15 1994

Dianne Trilson
County Clerk, Fort Bend Co. T

Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, December 15, 1994 by *N. Lundy*.

NOTICE OF MEETING
 FORT BEND COUNTY COMMISSIONERS COURT
 THURSDAY, DECEMBER 22, 1994
 11:00 O'CLOCK A.M.

The Fort Bend County Commissioners Court meeting scheduled for Thursday, December 22, 1994 at 11:00 o'clock a.m. has been relocated to the Conference Room, County Judge's Office, Suite 719, 309 S. 4th St., Richmond, Texas 77469, with the same agenda as originally posted.

FILED FOR RECORD

TIME 11:30 ^{A.M.} ~~P.M.~~

DEC 19 1994

Diana Wilson
 County Clerk, Fort Bend Co. T

Roy L. Cordes, Jr.
 Roy L. Cordes, Jr., County Judge

Notice of meeting location change posted at Courthouse & Jane Long Annex, Richmond, Texas on Monday, December 19, 1994 by *N. Sunday*

NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

ADA Coordinator, Risk/Management Insurance Dept., 7th Floor, Travis Building, P.O. Box 368, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

NOTICE OF MEETING

FORT BEND PARKWAY ROAD DISTRICT

Notice is hereby given that the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend Parkway Road District ("District"), will hold a special meeting on Tuesday, December 20, 1994 at 10:30 o'clock a.m. in the Commissioners Courtroom on the 1st Floor of the Jane Long Annex, 501 Jackson Street, Richmond, Texas 77469 for the following purposes:

1. Consider and approve payment of bills and invoices for Fort Bend Parkway Association ("Association") and the District.
2. Receive status report of Fort Bend Parkway Association and the District.
3. Adjournment.

FILED FOR RECORD

TIME 3:50 ~~AM~~ P.M.

DEC 15 1994

Dinae Wilson
County Clerk, Fort Bend Co. T

Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge

Notice of meeting posted at Courthouse & Jane Long Annex, Richmond Texas on Thursday, December 15, 1994 by *N. Hendry*.

NOTICE

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NOTICE OF MEETING
 FORT BEND COUNTY COMMISSIONERS COURT
 JANE LONG ANNEX, RICHMOND, TEXAS
 THURSDAY, DECEMBER 22, 1994
 11:00 O'CLOCK A.M.

AGENDA

1. Call to Order.
2. Consider taking action on request for proposals on property, auto liability, general liability, law enforcement liability, public officials' liability and workers' compensation.
3. Consider approving risk management contract with Kathleen Miller.
4. Adjournment.

FILED FOR RECORD

TIME 10:55 ~~AM~~ ^{AM}

DEC 19 1994

Diana Wilson
 County Clerk, Fort Bend Co. T

Roy L. Cordes, Jr.
 Roy L. Cordes, Jr., County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex
 Richmond, Texas on Monday, December 19, 1994 BY *M. Jandry*.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

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ADA Coordinator, Risk/Management Insurance Dept., 7th Floor, Travis Building, P.O. Box 368, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

MINUTES

BE IT REMEMBERED, That on this 20TH DAY of DECEMBER, 1994, Commissioners Court of Fort Bend County, Texas, met at a scheduled meeting with the following present:

ROY L. CORDES, JR.	COUNTY JUDGE
R.L. "BUD" O'SHIELES	COMMISSIONER PRECINCT #1
GRADY PRESTAGE	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. Call to Order and Invocation by Commissioner Prestage.
2. Pledge of Allegiance.
3. APPROVE MINUTES OF MEETING OF DECEMBER 13, 1994:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of meeting of December 13, 1994.

4. ANNOUNCEMENTS:

County offices closed on Friday, December 23, 1994, Monday, December 26, 1994 and Monday, January 2, 1995.

Court will not meet December 27, 1994.

Judge Cordes gave a farewell speech to the court and the public. He requested that the vision/planning project be implemented.

5. APPROVE LINE ITEM TRANSFERS IN BUDGETS AND FUNDS:

Moved by Commissioner Prestage, Seconded by O'Shieles, duly put and unanimously carried, it is ordered to approve line item transfers in budgets and funds for BUILDING MAINTENANCE, SHERIFF, VEHICLE MAINTENANCE, FMLR PCT. 3 and ROAD & BRIDGE PCT. 3 as presented by Robert Grayless, County Auditor.

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfer in budget for ROAD & BRIDGE PCT. 1.

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfer in the amount of \$30,000 from Contingency to Fees & Services.

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize transfer \$1 million from General Fund to Employee Benefit Fund as presented by Robert Grayless, County Auditor.

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and carried with Commissioner Prestage abstaining, is ordered to approve line item transfer for NON-DEPARTMENTAL (fees to Bickerstaff, Heath & Smiley) and TELECOMMUNICATIONS as presented by Robert Grayless, County Auditor.

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY **89 0350**
 FOR THE YEAR 1994 15

On this the 20 day of December 1994, the Commissioners' Court, with the following members being present:

- | | | |
|--------------------|---|--------------------------|
| Roy L. Cordes, Jr. | - | County Judge |
| R.L. O'Shieles | - | Commissioner Precinct #1 |
| Grady Prestage | - | Commissioner Precinct #2 |
| Alton Pressley | - | Commissioner Precinct #3 |
| Bob Lutts | - | Commissioner Precinct #4 |

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Building Maintenance Department #: 008

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Utilities</u>	<u>2000</u>	<u>8,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO: \$		<u>8,000</u>

TRANSFER FROM:

<u>Rentals</u>	<u>3020</u>	<u>1,000</u>
<u>Fee/Service</u>	<u>4010</u>	<u>5,000</u>
<u>Bldg. Repairs</u>	<u>7012</u>	<u>2,000</u>
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM: \$		<u>8,000</u>

EXPLANATION: Need more funds to pay
Utility Bills

Department Head: George Brun Date: 12-15-94

THE COUNTY OF FORT BEND

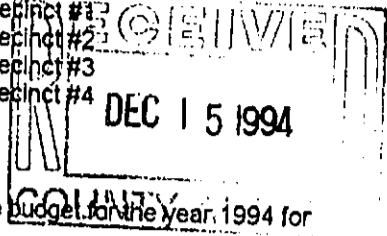
ROUND DOLLARS ONLY

BY: Roy Cordes, Jr.
 Roy L. Cordes, Jr., County Judge

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

On this the 20th day of December, 1994, the Commissioners' Court, with the following members being present:

- | | | |
|--------------------|---|--------------------------|
| Roy L. Cordes, Jr. | - | County Judge |
| R.L. O'Shieles | - | Commissioner Precinct #1 |
| Grady Prestage | - | Commissioner Precinct #2 |
| Alton Pressley | - | Commissioner Precinct #3 |
| Bob Lutts | - | Commissioner Precinct #4 |



The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Sheriff's Department Department #: 027

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Photo & I.D. Supplies</u>	<u>3010</u>	<u>225.00</u>
TOTAL TRANSFERRED TO: \$		<u>225.00</u>

TRANSFER FROM:

<u>Fee's Services</u>	<u>4010</u>	<u>60.00</u>
<u>Education</u>	<u>4014</u>	<u>165.00</u>
TOTAL TRANSFERRED FROM: \$		<u>225.00</u>

EXPLANATION: Funds necessary for Photo Development Paper and Chemicals for the balance of 1994.

Department Head: [Signature]

Date: 16 Dec '94

THE COUNTY OF FORT BEND

BY: [Signature]
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

15

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1994

On this the 20 day of December, 1994, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. • County Judge
- R.L. O'Shiele • Commissioner Precinct #1
- Grady Prestage • Commissioner Precinct #2
- Alton Pressley • Commissioner Precinct #3
- Bob Lutts • Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Unwel Maintenance Department #: 028

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Repairs to Motor equip</u>	<u>010-028-0280-7019</u>	<u>500.00</u>

TOTAL TRANSFERRED TO: \$ 500.00

TRANSFER FROM:

<u>010-028-0280-0020</u>	<u>Printals</u>	<u>500.00</u>

TOTAL TRANSFERRED FROM: \$ 500.00

EXPLANATION: To Cover Emergency Repairs through 1994

Department Head: [Signature]

Date: 12-15-94

THE COUNTY OF FORT BEND
BY: [Signature]
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

20 December
RECEIVED
DEC 15 1994
COUNTY AUDITOR

1994, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Vehicle Maintenance Department #: 028

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>010-028-0280-7006</u>	<u>Tires</u>	<u>2,400-</u>
<u>010-028-0280-7006</u>	<u>Tires</u>	<u>454-</u>
<u>010-028-0280-1020</u>	<u>Supplies</u>	<u>26-</u>
<u>010-028-0280-1020</u>	<u>Supplies</u>	<u>11-</u>
<u>010-028-0280-9020</u>	<u>Supplies</u>	<u>534-</u>
TOTAL TRANSFERRED TO: \$		<u>3,425⁰⁰</u>

TRANSFER FROM:

<u>Temporary</u>	<u>010-028-0280-0201</u>	<u>2,400-</u>
<u>Sumimus</u>	<u>010-028-0280-0701</u>	<u>454-</u>
<u>Shop Equipment</u>	<u>010-028-0280-1010</u>	<u>26-</u>
<u>Office Supplies</u>	<u>010-028-0280-1062</u>	<u>11-</u>
<u>Shop Supplies</u>	<u>010-028-0280-9001</u>	<u>534-</u>
TOTAL TRANSFERRED FROM: \$		<u>3,425⁰⁰</u>

EXPLANATION: To cover repair to fuel facilities in order to
add new monitoring system. To cover the related expenses
through 1994.

Department Head: [Signature] Date: 12-13-94

THE COUNTY OF FORT BEND
BY: [Signature]
Roy L. Cordes, Jr., County Judge

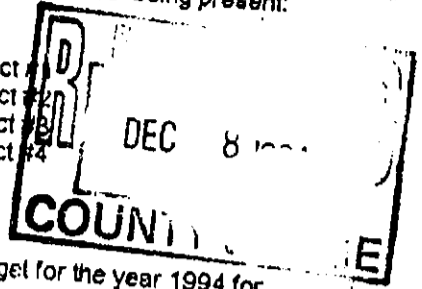
ROUND DOLLARS ONLY

15

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1994

On this the 20th day of December, 1994, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4



The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

RECEIVED

DEC 15 1994

COUNTY AUDITOR

Department Name: Road & Bridge Precinct 3

Department #: 1049

TRANSFER TO: FM LR

LINE-ITEM NAME	NUMBER	AMOUNT
Property & Equipment	108-049-0491-1300-1010	14,000
TOTAL TRANSFERRED TO:		\$ 14,000

TRANSFER FROM:

Repair & Parts	108-049-0491-1300-1010	14,000
TOTAL TRANSFERRED FROM:		\$ 14,000

EXPLANATION: to purchase necessary equipment

Department Head: *Walter B...*

Date: 12-7-94

THE COUNTY OF FORT BEND
BY: *Roy L. Cordes, Jr.*
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

157

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1994 AS PER ORIGINAL

On this the 20 day of December, 1994, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shiles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County, and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Road & Bridge Precinct 3 Department #: 049

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Fees and Services	103-049-0490-1300-4010	10,866.00

TOTAL TRANSFERRED TO: \$ 10,866.00

TRANSFER FROM:

Conferences, Seminars, etc...	103-049-0490-1300-0701	320.00
Property & Equipment	103-049-0490-1300-1010	2,000.00
Road Material	103-049-0490-1300-5031	670.00
Road Signs	103-049-0490-1300-7004	814.00
Tires & Tubes	103-049-0490-1300-7006	1,929.00
Building Repairs	103-049-0490-1300-7012	5,133.00
TOTAL TRANSFERRED FROM: \$		10,866.00

EXPLANATION: clear out partial accounts

Department Head: [Signature] Date: 12-16-94

THE COUNTY OF FORT BEND BY: [Signature] Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

AS PER ORIGINAL
IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

On this the 20 day of December, 1994, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shies - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

RECEIVED
DEC 15 1994
COUNTY AUDITOR

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County, and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Road & Bridge Precinct 3 Department #: 049

TRANSFER TO: FMLR

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Property & Equipment</u>	<u>108-049-0491-1300-1010</u>	<u>120,363.00</u>
TOTAL TRANSFERRED TO:		\$ <u>120,363.00</u>

TRANSFER FROM:	NUMBER	AMOUNT
<u>Road Material</u>	<u>108-049-0491-1300-5031</u>	<u>100,000.00</u>
<u>Gas & Oil</u>	<u>108-049-0491-1300-7005</u>	<u>10,000.00</u>
<u>Repair & Parts</u>	<u>108-049-0491-1300-7007</u>	<u>10,000.00</u>
<u>Herbicides</u>	<u>108-049-0491-1300-7013</u>	<u>363.00</u>
TOTAL TRANSFERRED FROM:		\$ <u>120,363.00</u>

EXPLANATION: to clear out partial accounts and to purchase needed equipment

Department Head: [Signature] Date: 12-16-94

THE COUNTY OF FORT BEND
BY: [Signature]
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

**IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994**

5
89 0357

On this the 20th day of DECEMBER, 1994, the Commissioners' Court, with the following members being present:

Roy L. Cordes, Jr.
R.L. O'Sheles
Grady Prestage
Alton Pressley
Bob Lulls

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4

AS PER ORIGINAL

The following proceedings were had, to-wit,

THAT WHEREAS, therefore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: ROAD & BRIDGE PCT #1 Department #: 047

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>REPAIRS & PARTS</u>	<u>101-047-0470-7007</u>	<u>\$20,000.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO:		<u>\$ 20,000.00</u>

TRANSFER FROM:

<u>PERMANENT IMPROVEMENTS</u>	<u>101-047-0470-1070</u>	<u>\$20,000.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM:		<u>\$20,000.00</u>

EXPLANATION: _____

Department Head: _____ **COMMISSIONER** Date: 12-20-94

THE COUNTY OF FORT BEND

BY:

Roy L. Cordes, Jr., County Judge

FOUNDED 1839

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1994

On this the 20th day of December, 1994, the Commissioners' Court, with the following members being present:

- Roy L. Cordes, Jr. - County Judge
- R.L. O'Shleles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Allon Pressiey - Commissioner Precinct #3
- Bob Lulis - Commissioner Precinct #4

ORIGINAL

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and kind. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: NON-DEPARTMENTAL Department #: 045

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>FEES & SERVICES</u>	<u>4010</u>	<u>\$ 25,000.00</u>
TOTAL TRANSFERRED TO:		<u>\$ 25,000.00</u>

TRANSFER FROM:

<u>CONTINGENCY</u>	<u>4040</u>	<u>\$ 25,000.00</u>
TOTAL TRANSFERRED FROM:		<u>\$ 25,000.00</u>

EXPLANATION: Fees to Bickerstaff, Heath & Smiley for representation on County Court At Law #3

Department Head: Roy Cordes, Jr. Date: 12-24-94

THE COUNTY OF FORT BEND
BY: Roy Cordes, Jr.
Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1994

89 0359
15

On this the 20 day of December, 1994, the Commissioners' Court, with the following members being present:

Roy L. Cordes, Jr.	-	County Judge
R.L. O'Shleles	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Allon Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1993, the Court heard and approved the budget for the year 1994 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Telecommunications Department #: 038

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Telephone Utilities</u>	<u>010-038-0380-1000-2000</u>	<u>\$18,000</u>
TOTAL TRANSFERRED TO:		<u>\$ 18,000</u>

TRANSFER FROM:

<u>Contingency</u>		<u>\$18,000</u>
TOTAL TRANSFERRED FROM:		<u>\$ 18,000</u>

EXPLANATION: To provide for the telecommunications cost for the various county departments supported by the Telecommunications Department.

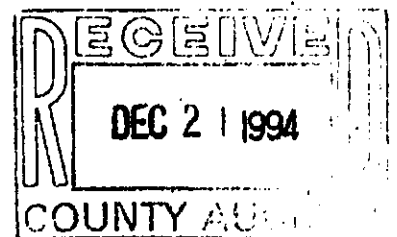
Department Head: Dianna McWhitty Date: 12/21/94

THE COUNTY OF FORT BEND

BY:

Roy L. Cordes, Jr., County Judge

ROUND DOLLARS ONLY



AS PER ORIGINAL

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to approve line item transfer from Merit Pool, Contingency, Right-Of-Way and Permanent Improvement (\$366,000) to Capital Improvement Fund.

6. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL AND ENTER INTO RECORD THE TRAVEL REQUESTS FOR ELECTED OFFICIALS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out-of-town travel requests for EMERGENCY MANAGEMENT, LIBRARY and enter into record the travel requests for SHERIFF and ROAD & BRIDGE PCT. 3.

7. APPROVE AGREEMENTS/CONTRACTS FOR COUNTY EQUIPMENT OR SERVICES:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve agreements/contracts for the following departments:

LIBRARY:	Coin Copier, Inc.	no cost to County
M.I.S.:	IBM	\$680

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve agreement with Ameritech for LIBRARY in the amount of \$44,808.06. The amount to be initialed by Judge Cordes.

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve purchase of computer hardware from the following as presented by Gilbert Jalomo, Purchasing Agent.

IBM	\$16,492
Compact	\$26,399

8. CONSIDER APPROVING BONDS & OATHS FOR VARIOUS ELECTED OFFICIALS:

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve bonds & oaths for the following:

James C. Adolphus, Justice of the Peace Pct. 4
 Kathy Hynson, County Treasurer
 Larry Wagenbach, County Court at Law #1
 Michael D. Rozell, County Judge
 James Grady Prestage, Commissioner Pct. 2
 Gary Tilton, Fire Marshal
 Gary Fredrickson, Justice of the Peace Pct. 1 Pl. 1

9. CONSIDER APPROVING AGREEMENT WITH FORT BEND FAMILY HEALTH FOR ELIGIBILITY SCREENING OF INDIGENTS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve agreement with Fort Bend Family Health for eligibility screening of indigents.

10. CONSIDER APPROVING AGREEMENT WITH FORT BEND SENIOR CITIZENS:

Moved by Commissioner Pressley, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to approve agreement with Fort Bend Senior Citizens in the amount of \$30,000 per year for 1994 and 1995 as presented by Martha Grady, representing Fort Bend Senior Citizens.

89 0361

FORT BEND COUNTY
TRAVEL AUTHORIZATION

DEC 13 1994
16

TO: COMMISSIONERS COURT

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

DENISE SANTANA

DATE OF DEPARTURE: JANUARY 9, 1995

DATE OF RETURN: JANUARY 13, 1995

DESTINATION: AUSTIN, TX

PURPOSE OF TRIP: ATTEND DIVISION OF EMERGENCY MANAGEMENT COURSE - EXERCISE DESIGN

MODE OF TRANSPORTATION: COUNTY VEHICLE - ACCOMPANYING VANCE COOPER

FUNDING SOURCE: 010-046-0460-0701 (MEALS ONLY)

DEPARTMENT HEAD APPROVAL: MEL SPEED EMERGENCY MANAGEMENT
Name & Department

DATE: 12/9/94 Mel Speed
Signature

APPROVED COMMISSIONERS COURT: Presiding Official R. Cordery
Date 12-9-94

(Emergency Approval: _____ Date _____)

FORT BEND COUNTY
TRAVEL AUTHORIZATION

89 0362 #6
DEC 13 1994
CLERK OF COURTS

TO: COMMISSIONERS COURT

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

MEL SPEED _____

RON BOLYARD _____

DENISE SANTANA _____

DATE OF DEPARTURE: FEBRUARY 20, 1994

DATE OF RETURN: FEBRUARY 24, 1994

DESTINATION: AUSTIN, TX

PURPOSE OF TRIP: ATTEND 34TH ANNUAL EMERGENCY MANAGEMENT CONFERENCE

DIVISION OF EMERGENCY MANAGEMENT

MODE OF TRANSPORTATION: PERSONAL VEHICLE

FUNDING SOURCE: 010-046-0460-0701

DEPARTMENT HEAD APPROVAL: MEL SPEED EMERGENCY MANAGEMENT
Name & Department

DATE: 12/12/94
Signature: *Mel Speed*

APPROVED COMMISSIONERS COURT: Presiding Official *R. Conroy*
Date 12-20-94

(Emergency Approval: _____ Date _____)

RECEIVED
DEC 14 1994
COUNTY CLERK

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
DEC 14 1994
COUNTY CLERK

#6

TO: COMMISSIONERS COURT

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

VANCE T. COOPER

DATE OF DEPARTURE: JANUARY 9, 1995

DATE OF RETURN: JANUARY 13, 1995

DESTINATION: AUSTIN, TX

PURPOSE OF TRIP: TO ATTEND DIVISION OF EMERGENCY MANAGEMENT COURSE - EXERCISE
DESIGN

MODE OF TRANSPORTATION: COUNTY VEHICLE

FUNDING SOURCE: 010-040-0400-0701 MEALS ONLY

DEPARTMENT HEAD APPROVAL: GARY A. TILTON FIRE MARSHAL
Name & Department

DATE: 12/12/94

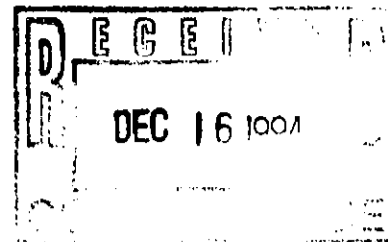
Signature

APPROVED COMMISSIONERS COURT: Presiding Official *Ray Corder*

Date 12-20-94

(Emergency Approval: _____ Date _____)

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:

- Laura Calub
- Harriet Mills
- Dorothy Loewe

DATE OF DEPARTURE: February 22, 1995

DATE OF RETURN: February 22, 1995

DESTINATION: Houston, TX

PURPOSE OF TRIP: To attend workshop "AMIGOS--Cataloging, Phase One of Format Integration"

MODE OF TRANSPORTATION: auto

FUNDING SOURCE: #0701 Conferences

DEPARTMENT HEAD APPROVAL: Roman S. Bohachevsky, Library
Name & Department

DATE: 12/15/94

R. S. Bohachevsky
Signature

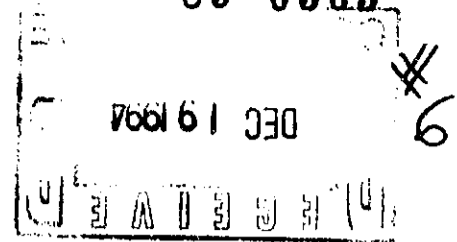
APPROVED COMMISSIONERS COURT: Presiding Official [Signature]

Date 12-20-94

(Emergency Approval: _____ Date _____)

FORT BEND COUNTY
TRAVEL AUTHORIZATION

89 0365



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 X

X X

X X

DATE OF DEPARTURE: 01/24/95
01/27/95

DATE OF RETURN: Austin, Texas

DESTINATION: 8th Annual Municipal Solid Waste Management

PURPOSE OF TRIP: Conference

MODE OF TRANSPORTATION: Personal vehicle
103-049-0490-0701

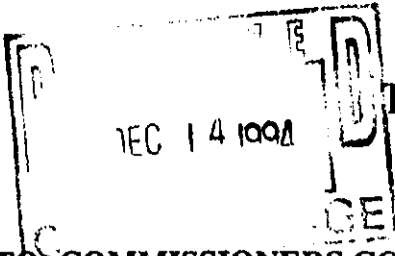
FUNDING SOURCE: _____

DEPARTMENT HEAD APPROVAL: Alton B. Pressley-Commissioner Pct. 3

DATE: 12/15/94
Name & Department: _____
Signature: Alton B. Pressley

APPROVED COMMISSIONERS COURT: Presiding Official [Signature]
Date 12-20-94

(Emergency Approval: _____ Date _____)



FORT BEND COUNTY TRAVEL AUTHORIZATION

89 0366

16

TO: COMMISSIONERS COURT

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

Michael A. Patton
Erik Stankus

DATE OF DEPARTURE: January 22, 1995

DATE OF RETURN: January 27, 1995

DESTINATION: Dallas Police Training Academy

PURPOSE OF TRIP: Attend Courtroom Security Specialist - Instructor Course

MODE OF TRANSPORTATION: County Owned Vehicle

FUNDING SOURCE: Court Security Fund # 149

DEPARTMENT HEAD APPROVAL: R. GEORGE MOLINA FORT BEND COUNTY SHERIFF'S DEPT

DATE: 12-14-94

Signature: R. George Molina

APPROVED COMMISSIONERS COURT: Presiding Official [Signature]

Date: 12-20-94

(Emergency Approval: _____ Date _____)

89 0367
17



County Attorney

FORT BEND COUNTY, TEXAS

BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

AREA CODE 713
341-4555
FAX (713) 341-4557

December 15, 1994

The Honorable Roy L. Cordes, Jr.
County Judge
Fort Bend County, Texas

*Library
9 copies
Commissioner*

RE: Agreement with Coin Copiers, Inc.

Dear Judge Cordes:

Enclosed please find duplicate originals of the Agreement between Fort Bend County and Coin Copiers, Inc. Please place this agreement on the December 20, 1994 Commissioners' Court Agenda for approval.

Very truly yours,

James Stavinoha

James Stavinoha
Assistant County Attorney

JS:la/coin.agr/3094
Enclosure

cc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
Roman Bohachevsky, County Librarian

**ORDER AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN FORT BEND COUNTY AND
COIN COPIERS, INC.**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 20 day of December, 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner O'Shields, seconded by Commissioner Presley, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes, Jr. be, and he is hereby, authorized to execute **Agreement between Fort Bend County and Coin Copiers, Inc.**, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND
COIN COPIERS, INC.**

THIS AGREEMENT, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioners' Court (hereinafter referred to as "County"), and Coin Copiers, Inc., 5800 Corporate Drive, Houston, Texas 77036, a Texas corporation (hereinafter referred to as "Coin Copiers")

WITNESSETH:

THAT WHEREAS, the County desires the provision of nine (9) dry xerographic copiers for use at the Fort Bend County Libraries; and

WHEREAS, Coin Copiers desires to provide the County with such equipment and associated services;

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties recited herein, the parties agree that the following terms shall apply:

**I.
EQUIPMENT**

1.01 Coin Copiers will provide nine (9) copiers to the County as follows:

1. Three (3) "Bookmaster" copiers and one (1) "Modified Ricoh" copier (for self service) will be delivered and installed at the George Memorial Library, 1001 Golfview, Richmond, Texas; and
2. One (1) "Bookmaster" copier shall be delivered and installed at the Mamie George Branch Library, at 320 Dulles Ave, Stafford, Texas; and
3. Two (2) "Bookmaster" copiers shall be delivered and installed at the Missouri City Branch Library, 1530 Texas Parkway, Missouri City, Texas; and

4. Two (2) "Bookmaster" copiers shall be delivered and installed at the First Colony Branch Library, 2121 Austin Parkway, Sugar Land, Texas; and,

5. The County may request additional similar or dissimilar machines at the same or additional locations. Coin Copiers shall have sixty (60) days from receipt of such request to have such additional copiers installed and operating to the County's satisfaction.

1.02 Machine Specifications:

1. Models to be installed must be as described herein or otherwise approved by the County in advance of installation.

2. The copiers provided must have a monthly rated volume from the manufacturer of at least 20,000 copies and have a per copy speed of 22 copies per minute. Features and operating instructions will be supplied per Library specifications, to include: 1. beveled edge platen for book copying (Bookmaster), 2. acceptance of an 11 x 17 original, 3. reduction and enlargement mode, 4. light/dark copy control, 5. accept 3 cassettes with 8.5" x 11", 8.5" x 14", 11" x 17", and a minimum of 1200 sheets (Bookmaster), 6. use dry powder toner cartridges, 7. removal and/or cover of features not appropriate for self service copiers, 8. Coin box must accept nickels, dimes, quarters, \$1.00 bills and give change, 9. Provide bypass option for staff use. Models to be installed must be approved by the Library in advance. Copiers are to be provided with cabinet type stands with storage behind doors, stationary tops, 110 v., and escrow coin boxes as an integral part of the unit.

3. The County shall not be obligated to accept a machine at the above-named sites (or at any future, additional sites) which does not conform to these specifications or which does not otherwise meet the County's requirements.

**II.
SERVICE**

2.01 **Coin Copiers** shall provide a complete "turn key" operation whereby copiers shall be available to staff and patrons of the Fort Bend County Libraries.

2.02 **Coin Copiers** will provide the above-described copiers complete with coin boxes and bill changers and will provide all parts and service necessary to maintain said machines in good running order.

2.03 **Coin Copiers** will provide and maintain in adequate volumes all supplies necessary for the operation of any machines provided hereunder.

2.04 **Coin Copiers** will be responsible for collection of money from any machine provided hereunder.

2.05 **Coin Copiers** will report gross sales and usage data to the County in a written quarterly report. Said report will be provided to the County within seven (7) days of the end of each quarter. The County shall have the right to audit **Coin Copiers'** records with regard to the operation and receipts associated with any machine provided hereunder and shall be permitted to observe collections and service.

2.06 **Coin Copiers** will respond to service calls between the hours of 8:00 a.m. 5:00 p.m., Mondays through Fridays. Response time (the appearance of a qualified service technician at the library site of the affected copier) shall in no event exceed four (4) hours (if the service call is placed within four (4) hours of the closing time of the affected library site. If not, the service call shall be at the start of business hours of the appropriate library on the next business day.) A failure to respond in a timely manner shall be grounds for termination of this Agreement.

The County shall give Coin Copiers written notice of termination in such event.

2.07 The Vendor is an authorized dealer of the copiers to be installed or has a service contract with an authorized dealer for the machines to be installed. Copiers are to be repaired to a level of acceptable performance as determined by the County. If attempts at repairs are unsatisfactory, the Vendor will replace the copier, at no cost to the County, with one of equal or better features. Said replacement machine shall be delivered and installed promptly. The County may decline said replacement machine if Coin Copiers is unable to deliver and install said machine promptly enough to serve the County's needs, or if the replacement copier does not meet, in the County's sole opinion, its requirements.

III. PAYMENT

3.01 The County will receive a commission on copies purchased by patrons or staff ("vend copies"). "Tech copies" are those copies made by Coin Copiers service technicians. The County will be allowed a certain number of "free copies", as specified below.

3.02 Commissions will be paid to the County based on the gross copier sales of each machine according to the following schedule:

COPIES PER MONTH	COMMISSION RATE	FREE COPIES
0 - 3,000	5%	400
3,001 - 6,000	7%	400
6,001 - 8,000	9%	400
8,001 -10,000	10%	400
10,000 +	12%	400

3.03 Free copies will be computed as a total for the system and not per machine. For example, one machine may exceed its number of free copies, but there will be no charge until the system total exceeds 400 x 9 machines. Copies run in excess of Vend

copies + Tech copies + Free copies will be subtracted from the commission at the rate of five (5) cents per copy. If these charges exceed the commission, the County will furnish any sum due **Coin Copiers** on a quarterly basis. The commissions are based on gross sales minus (-) State Sales Tax.

3.04 **Coin Copiers** will submit to the Library a quarterly comprehensive report of total sales and all copies itemized by machine and locations. **Coin Copiers** will tender to the County a quarterly check in the amount of all commissions due the County. Said check shall be received by the County no later than ten (10) business days after the billing quarter.

3.05 Prices per copy may not exceed \$.10 for legal and letter sizes and \$.15 for 11" x 17" copies.

3.06 The County will not be charged under any circumstances for delivery, installation, service or parts.

IV. TERM

4.01 This Agreement shall be for a term from January 1, 1995 to December 31, 1995, unless earlier terminated according to the terms of this Agreement.

4.02 This Agreement may be renewed by the County for additional twelve (12) month periods by giving **Coin Copiers** written notice of its election to renew no later than thirty (30) days prior to the expiration of the then current term.

4.03 This Agreement may be terminated by the County upon thirty (30) days written notice to **Coin Copiers**.

V. INSURANCE AND LIABILITY

5.01 The vendor agrees to furnish to Fort Bend County a certificate of insurance in a form acceptable to the County,

certifying that the vendor carries the following insurance with limits not less than:

Workman's Compensation:	statutory limits
Bodily Injury Liability:	\$100,000 each person
	\$300,000 each occurrence
Property Damage Liability:	\$100,000 each occurrence
Comprehensive Automobile Liability	
Bodily Injury:	\$100,000 each person
	\$300,000 each occurrence
Property damage:	\$100,000 each occurrence

5.02 **Coin Copiers** will indemnify, hold harmless, defend and exempt the **County**, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incident to the performance of this Agreement with respect to **Coin Copiers** or arising out of the actions of **Coin Copiers**, its officers, agents, servants, employees or subcontractors.

5.03 Fort Bend County will not be liable for any loss of equipment or income due to tampering, burglary or destruction of copying equipment or machines for any reason, except proven theft by a County employee.

VI. MISCELLANEOUS

6.01 In the performance of work or services hereunder, **Coin Copiers** shall be deemed an independent contractor, and any of its employees or volunteers performing work required hereunder shall be deemed solely as employees of **Coin Copiers** and shall not be entitled to any of the benefits or privileges of County employment.

6.02 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County,

Texas. Venue for any suit hereunder shall be in Fort Bend County, Texas.

6.03 In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.04 **Coin Copiers** shall comply with all applicable laws, ordinances and codes of the State of Texas, and the United States, and of all local governments, or any other entities with local jurisdiction.

6.05 The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

**VII.
NOTICE**

7.01 Any and all notices or communications required or permitted under this contract shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

Fort Bend County
P. O. Box 368
Richmond, Texas 77469
Attn: County Judge
Fax No. (713) 341-8609

Coin Copiers
5800 Corporate Drive
Houston, Texas 77076
Fax No. (713) 272-6173

**VIII.
AMENDMENT**

8.02 This Agreement may be extended only by subsequent written agreement of the parties.

8.03 This Agreement or any portion thereof may be amended at any time only by subsequent written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, but effective the 1st day of January, 1995.

Fort Bend County, Texas

By: *Roy Cordes, Jr.*

Roy L. Cordes, Jr.
County Judge

Date: 12-20-94

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

Coin Copiers, Inc.

By: *Paul Stiller, Pres.*

Date: 12/12/94

ACORD. CERTIFICATE OF INSURANCE

89 0377

ISSUE DATE (MM/DD/YY)

6/7/1994

PRODUCER

Mraz-Clark Insurance Agency
13939 NW Freeway, Suite 115
Houston, TX 77040
(713) 895-9191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** CMI LLOYDS INS. COMPANY
- COMPANY LETTER **B** CENTRAL MUTUAL INS. CO.
- COMPANY LETTER **C** HIGHLANDS UNDERWRITERS
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

COIN COPIERS, INC.
5800 CORPORATE DR. STE. C-7
HOUSTON, TEXAS 77036

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	7836575	06/03/94	06/03/95	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTOR'S PROT.				PRODUCTS-COMP/OP AGG. \$ 1,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED. EXPENSE (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY	8946576	06/03/94	06/03/95	COMBINED SINGLE LIMIT \$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	TWC225938	06/14/93	06/14/94	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 500,000 DISEASE - POLICY LIMIT \$ 500,000 DISEASE - EACH EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas J. Mraz

AS PER ORIGINAL



Customer Agreement

Statement of Work for On-the-Spot Project Support Services

We will provide consulting and assistance in the following areas under the direction of your project manager. The scope of Services is limited to the items checked below. The Type II Service deliverables will be advice, counsel, and recommendations.

- Problem determination, source identification, and resolution for IBM and non-IBM products
- Product installation and customization
- Systems design, configuration, performance, and tuning
- Skills transfer for systems products, operations, design, and planning
- Systems operations management, problem management, recovery, and procedures
- Systems capacity and performance simulation
- Systems architecture, planning, and strategy

INSTALLATION + CUSTOMIZATION OF ONE 4611-145 ROUTER

- _____
- _____

If authorized by you, we propose to provide up to 4 hours (not to exceed 40) of Services by Dave Rominski at the rate of \$170 per hour, between the project start date, 12/16/94 and the project end date, 2/30/95. Travel and living expenses are estimated at \$ 0 (not to exceed \$500). The estimated funding requirement is \$ 680.00 (hours times rate, plus expenses) plus applicable taxes. You will be billed only for the actual hours of Services performed and expenses incurred. This offer expires if not accepted by 12/30, 1995.

Services will end when 1) the Service deliverables have been provided, 2) we provide the specified number of hours, or 3) the project end date expires, whichever occurs first.

Each of us agrees that the complete agreement between us regarding these Services consists of 1) this Statement of Work and 2) the IBM Customer Agreement and its applicable Attachments (or any equivalent agreement signed by both of us).

Agreed to: (Enterprise Name) FORT BEND COUNTY Agreed to: International Business Machines Corporation

By Roy Cordes
County Judge

By _____
Authorized signature

Name (type or print):
Date: 12/5/94
Customer number: 3454232
Customer address: 500 LIBERTY
RICHMOND, TX.

Name (type or print):
Date:
Reference Agreement number:
Statement of Work number:

NOTARY

OATH OF OFFICE

18

I, JAMES C. ADOLPHUS,

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____

JUSTICE OF THE PEACE, PRECINCT NO. 4, FORT BEND COUNTY

_____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signed *James C. Adolphus*

Sworn to and subscribed before me, this 12 th

day of DECEMBER 19 94



H. A. Garcia

H. A. Garcia, NOTARY

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. 12385776

That we, James C. Adolphus, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto¹ Fort Bend County Judge, his successors in office,

in the sum of² One Thousand and No/100-- (\$ 1,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

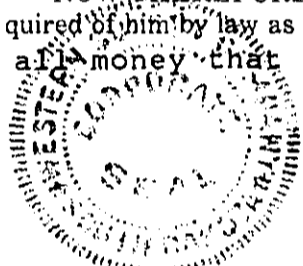
Dated this 3rd day of October, 1994.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19____, duly

Justice of _____ to the office of The Peace in and for³ Fort Bend County, State of Texas, for a term of Four years commencing on the 1st day of

(Elected/Appointed) _____, 1995.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him⁴ by law as the aforesaid officer, and shall promptly pay to the entitled party all money that comes into his hands during the term of office."



then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned

By _____ Resident Agent

James C. Adolphus Principal
WESTERN SURETY COMPANY

By Joe P. Kirby President

ACKNOWLEDGMENT OF PRINCIPAL

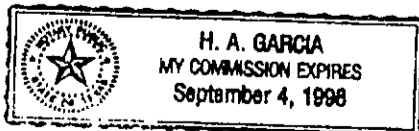
THE STATE OF TEXAS }
County of FORT BEND } ss

Before me, H. A. GARCIA on this day, personally appeared JAMES C. ADOLPHUS, 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 SUGAR LAND, Texas, this 21st day of Oct., 1994.

SEAL

Form 862A -- 4-91



H. A. Garcia
Fort Bend County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, 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 contracts or claims as are expressly authorized by law and 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, James C. Adolphus, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of the Peace, Pct. 4, 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.

X Signed James C. Adolphus

Sworn to and subscribed before me at Richmond, Texas, this 22 day of December, 1994.

Linda Munoz
Linda Munoz, Deputy County Clerk, Fort Bend
Fort Bend County, Texas

SEAL

THE STATE OF TEXAS }
County of Fort Bend } ss

The foregoing bond of James C. Adolphus as Justice of the Peace in and for Fort Bend County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Janne Nilson Clerk Date 12-20, 1994
Roy Caldwell County Judge,
County Court Fort Bend County Fort Bend County, Texas

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 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
By _____ Deputy County Court _____ County

HART

OATH OF OFFICE

18

I, Kathy Hynson

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____

Fort Bend County Treasurer

_____ 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, so help me God.

Signed Kathy Hynson

Sworn to and subscribed before me, this 5th

day of December 19 94



Marian Gale Hyde
Marian Gale Hyde
Notary Public

Texas



AS PER ORIGINAL

100

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 12662611

That we, Kathy Hynson, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Drainage District, his successors in office, in the sum of Ten Thousand and No/100-- (\$ 10,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 3rd day of October, 1994.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19____, duly _____ to the office of Treasurer in and for Fort Bend County, State of Texas, for a term of Four year s commencing on the 1st day of January, 1995.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer ~~and shall~~



then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned [Signature] By [Signature] Principal
By [Signature] Resident Agent By [Signature] Joe P. Kirby, President
WESTERN SURETY COMPANY

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of _____ } ss

Before me, _____ on this day, personally appeared _____, 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 _____, Texas, this _____ day of _____, 19____.

SEAL

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ 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 contracts or claims as are expressly authorized by law and 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, Kathy Hynson, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Treasurer 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 Kathy Hynson

Sworn to and subscribed before me at Richmond, Texas, this 1st day of December, 19 94.

Marian Gale Hyde

Fort Bend County, Texas

SEAL



THE STATE OF TEXAS }
County of Fort Bend } ss

The foregoing bond of Kathy Hynson as County Treasurer in and for Fort Bend County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Heanie Nilsen Clerk
County Court Fort Bend County

Date 12-20, 19 94
Kay Cordell G County Judge,
Fort Bend County, Texas

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 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.

By _____ Deputy County Court _____ County



PUBLIC OFFICIAL BOND

01-EX - 501380

KNOW ALL MEN BY THESE PRESENTS, That we

Katherine K. Hynson

as Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation duly organized and existing under and by virtue of the Laws of the State of Indiana, and authorized to become surety on bonds in the State of Texas as Surety, are held and firmly bound unto

County Judge of Fort Bend County,

in the full and just sum of Ten Thousand and no/100 ---

(\$10,000.00) 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.

SIGNED AND SEALED this 31st. day of December , A.D., 1994

WHEREAS, the said Katherine K. Hynson

has been duly elected or appointed to the office of County Treasurer for a term beginning on the 31st.

day of December , 1994 and ending on the 31st. day of December , 1998 .

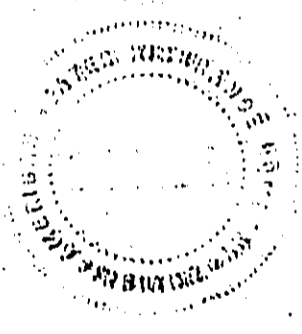
NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above principal shall, during the aforesaid term, faithfully and truly perform all the duties of said office as required by law, then this obligation to be void, otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and the said AMERICAN STATES INSURANCE COMPANY has caused these presents to be signed by its Attorney-in-Fact or President, the day and year first above written.

Marian Gale Hyde Witness

Kathy Hynson Principal

AMERICAN STATES INSURANCE COMPANY



BY [Signature]

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 _____

-----CHARLES J. MARIETTA AND VERA M. MARIETTA-----

(Jointly or Severally)

of Rosenberg 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 TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) 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 of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons 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 19th day of January
A. D. 1977.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 19th day of January, A. D., 1977, before me personally came

William M. Evans, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is 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 order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1981
My Commission Expires

Linda J. Cannon
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

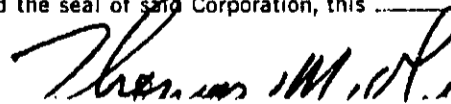
Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 31

day of Dec, A. D., 1974



HAIT

OATH OF OFFICE

I, LARRY WAGENBACH

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____

JUDGE , COUNTY COURT AT LAW NO. 1

_____ 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, so help me God.

Signed Larry Wagenbach

Sworn to and subscribed before me, this 19th

day of December



REGINA G. GREEN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 26, 1997

19 94
Regina G. Green

Texas



80 0388

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. 13321484

That we, Larry D. Wagenbach, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Fort Bend County Treasurer, his successors in office,

in the sum of Ten Thousand and No/100-- (\$ 10,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 3rd day of October, 19 94.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19____, duly

_____ to the office of Judge in and for Fort Bend
(Elected-Appointed)

County, State of Texas, for a term of Four year s commencing on the 1st day of January, 19 95.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall⁴ pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned

By

Lucie Meadows
Resident Agent

x Larry Wagenbach
Principal
WESTERN SURETY COMPANY
By Joe Kirby
Joe P. Kirby, President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Fort Bend } ss

Before me, _____ on this day, personally appeared LARRY WAGENBACH, 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 Fort Bend County, Texas, this 19 day of DECEMBER, 1994

Regina G. Green
Fort Bend County, Texas

SEAL

Form 882A - 4-91

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ 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 contracts or claims as are expressly authorized by law and 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

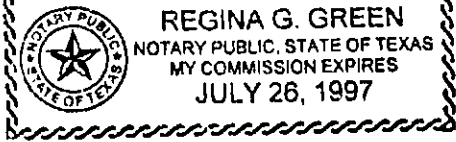
OATH OF OFFICE
(General)

I, LARRY WAGENBACH, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Court At Law No 1 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 Larry Wagenbach

Sworn to and subscribed before me at Richmond, Texas, this 19th day of DECEMBER

SEAL



Regina G. Green
Fort Bend County, Texas

THE STATE OF TEXAS }
County of Fort Bend } ss

The foregoing bond of Larry Wagenbach as County Court at Law Judge in and for Fort Bend County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Shirley Wilson Clerk
County Court Fort Bend County

Date 12/20, 1994
Roy Linder County Judge,
Fort Bend County, Texas

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 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
By _____ Deputy County Court _____ County

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.	County	Commissioners	Gov't	"pay all money that comes into his hands as county judge to the person

Texas



Western Surety Company

89-0200
18

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. **OFF. 13749900**

That we, Michael D. Rozell, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Fort Bend County Treasurer, his successors in office,

in the sum of Ten Thousand and No/100 (\$ 10,000.00) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 16th day of December, 1994.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 8th day of November, 1994, duly Elected to the office of County Judge in and for Fort Bend (Elected-Appointed)

County, State of Texas, for a term of Four year s commencing on the 1st day of January, 1994.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned [Signature]
By [Signature]
Resident Agent

[Signature] Principal
WESTERN SURETY COMPANY
By [Signature]
Joe E. Kirby, President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Fort Bend } ss

Before me, Michael D. Rozell on this day, personally appeared Michael D. Rozell, 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 Richmond, Fort Bend County, Texas, this 16 day of December, 1994.

[Signature]
Deputy Clerk, Fort Bend County
Fort Bend County, Texas

SEAL

Western Surety Company
1-605-336-0850

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Michael D. Rozell, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Judge 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 contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Mike D. Rozell

Sworn to and subscribed before me at Richmond, Texas, this 16 day of December, 1994.

Sinda Munoz
Deputy Clerk
Fort Bend County, Texas

SEAL

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ 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 _____, Texas, this _____ day of _____, 19____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of Fort Bend } ss

The foregoing bond of Michael D. Rozell as County Judge in and for Fort Bend County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Heanne Nilson Clerk
County Court Fort Bend County

Date 12-20, 1994
Ray Corder County Judge,
Fort Bend County, Texas

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 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.

By _____ Deputy County Court _____ County

HART

OATH OF OFFICE

18

I, James Grady Prestage

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Commissioner, Precinct 2, 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, so help me God.

Signed James Grady Prestage
15th

Sworn and subscribed before me, this _____
December

1994

[Signature]



Texas

89 0393



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. OFF. 13744871

That we, James Grady Prestage, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Fort Bend County Treasurer, his successors in office,

in the sum of Three Thousand and No/100 (\$ 3,000.00) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 20th day of December, 1994.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19____, duly Elected to the office of Commissioner in and for Fort Bend-Precinct #2 (Elected-Appointed)

County, State of Texas, for a term of Four year s commencing on the 1st day of January, 1995.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall faithfully perform the Commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned
By Lonnie Meadows
Resident Agent

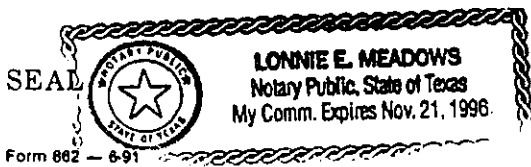
James Grady Prestage
Principal
WESTERN SURETY COMPANY
By Joe Kirby
Joe E. Kirby, President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Fort Bend } ss

Before me, Lonnie E. Meadows on this day, personally appeared James Grady Prestage, 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 Richmond, Texas, this 22 day of December, 1994



Lonnie E. Meadows
Fort Bend County, Texas
Western Surety Company
1-605-336-0850

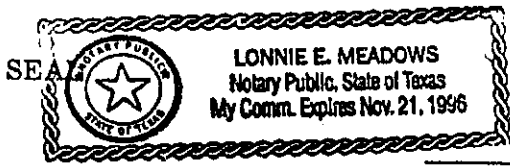
Form 882 - 6-91

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, James Grady Prestage, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Commissioner, Pct. 2, 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; 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 contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed James Grady Prestage

Sworn to and subscribed before me at Fort Bend, Texas, this 22 day of December, 1994



Lonnie E. Meadows
Fort Bend County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, 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 _____, Texas, this _____ day of _____, 19____.

SEAL _____ County, Texas

THE STATE OF TEXAS }
County of Fort Bend } ss

The foregoing bond of James Grady Prestage as County Commissioner Pct. 2 in and for Fort Bend County and State of Texas, this day approved in open Commissioner's Court.

ATTEST
Heanne Wilson Clerk
County Court Fort Bend County

Date 12/23, 1994
Roy Cordes Jr. County Judge,
Fort Bend County, Texas

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 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.

By _____ Deputy County Court _____ County Clerk

491

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 12663652

That we, Gary A. Tilton, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Fort Bend County Commissioners Court, his successors in office, in the sum of One Thousand and No/100-- (\$ 1,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 3rd day of October, 1994.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19____, duly _____ Fire Marshall Safety Director in and for Fort Bend _____ (Elected/Appointed) to the office of _____ County, State of Texas, for a term of One year commencing on the 1st day of January, 1995.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~and shall~~



then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned
By Mary Ann Grayless
Resident Agent

Principal
WESTERN SURETY COMPANY
By Joe P. Kirby
Joe P. Kirby, President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Ft Bend } ss

Before me, Gary A. Tilton on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes and consideration therein.

Given under my hand and seal of office at Richmond, Texas, this December day of December, 1994.



Lida P. [Signature]
Ft Bend County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, 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 contracts or claims as are expressly authorized by law and 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____.

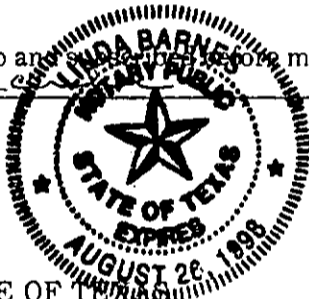
SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, GARY A. Tilton, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of FIRE MARSHAL, 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 Richmond, Texas, this 2nd day of December, 1994.



SEAL _____ Fort Bend County, Texas

THE STATE OF TEXAS }
County of Fort Bend } ss

The foregoing bond of Gary A. Tilton as Fire Marshal in and for Fort Bend County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Shirley Nelson Clerk
County Court Fort Bend County

Date 12-20, 1994
Ray Cordes County Judge,
Fort Bend County, Texas

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 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
By _____ Deputy County Court _____ County

It is understood and agreed by Western Surety Company that the bond term be amended to read:

Two 4R Term

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 6th day of October 19 94 , at twelve and one minute o'clock A.M., Standard Time.

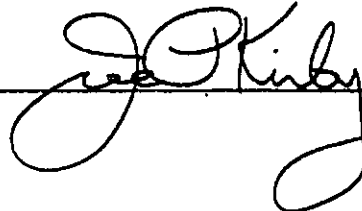
Attached to and forming part of bond No. 12663652 dated October 3 , 19 94 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to

 Gary A. Tilton

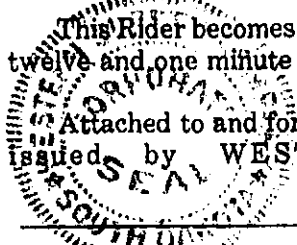
Signed this 7th day of October , 19 94

WESTERN SURETY COMPANY

By



President



HART

18

OATH OF OFFICE

I, Gary Fredrickson

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____

Justice of the Peace, Precinct One - Place One

of Fort Bend County

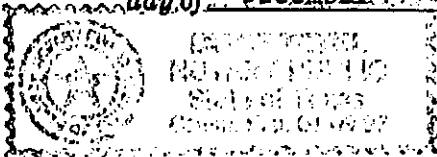
of the State of Texas, and will to the best

of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signed *Gary Fredrickson*

Sworn to and subscribed before me, this 13th

day of December 19 94



Diane Teykl

Diane Teykl, Notary Public
State of Texas
Fort Bend County

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. 18062710

That we, Gary Frederickson, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto¹ Fort Bend County Judge, his successors in office,

in the sum of² One Thousand and No/100-- (\$ 1,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 5th day of October, 1994.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19____, duly

Justice of _____
_____ to the office of The Peace in and for³ Fort Bend
(Elected-Appointed)

County, State of Texas, for a term of Four year s commencing on the 1st day of January, 1995.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall⁴ promptly pay to the entitled party all money that comes into his hands during the term of office."

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned
By [Signature]
Resident Agent

x [Signature] Principal
WESTERN SURETY COMPANY
By [Signature] Joe P. Kirby, President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Fort Bend } ss

Before me, Gary Fredrickson on this day, personally appeared _____, 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 Richmond, Texas, this 20 day of December, 1994.

[Signature]
Deputy Clerk, Fort Bend County
Fort Bend County, Texas

SEAL

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

89 0400

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, 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 contracts or claims as are expressly authorized by law and 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, Gary Fredrickson, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of the Peace, Precinct One-Place One, 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 Gary Fredrickson

Sworn to and subscribed before me at Richmond, Texas, this 20 day of December, 1994.

Linda Munoz
Linda Munoz, Deputy Clerk
_____ County, Texas

SEAL

THE STATE OF TEXAS }
County of Fort Bend } ss

The foregoing bond of Gary Fredrickson as Justice of the Peace Pct. 1 in and for Fort Bend County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Shanne Nelson Clerk
County Court Fort Bend County

Date 12-20, 1994
Ray Cordery County Judge,
_____ County, Texas

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 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
By _____ Deputy County Court _____ County

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE AGREEMENT BETWEEN FORT BEND COUNTY AND
FORT BEND FAMILY HEALTH CENTER, INC.**

On this the 20 day of December 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner O'Shields, seconded by Commissioner Pressley, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Agreement with Fort Bend Family Health Center, Inc. for eligibility screening. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS §

COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND FORT BEND
FAMILY HEALTH CENTER, INC. FOR ELIGIBILITY SCREENING**

THIS AGREEMENT is made on this 20 day of December, 1994, by and between **FORT BEND COUNTY** (hereinafter referred to as "County"), a body corporate and politic, acting herein by and through its Commissioners' Court, and **FORT BEND FAMILY HEALTH CENTER, INC.** (hereinafter referred to as "Provider").

WHEREAS, Texas Health and Safety Code Ann. § 61.001, et seq, commonly referred to as the Texas Indigent Health Care and Treatment Act, mandates that Fort Bend County, Texas shall provide certain non-emergency health care assistance to each eligible resident of the County who does not reside within an area that a public hospital or hospital district has a legal obligation to serve; and,

WHEREAS, the County is obligated to establish a procedure to receive and review the applications of residents for health care under the County Indigent Health Care Program, and the County is further required to establish eligibility standards and applications, documentation, and verification procedures for the determination of such eligibility of its residents; and

WHEREAS, the County desires Provider to be the Mandated Provider designated by the County to receive and process applications of eligibility under the County Indigent Health Care Program; and

WHEREAS, Provider desires to be the Mandated Provider designated by the County to receive and process applications of eligibility under the County Indigent Health Care Program;

NOW, THEREFORE, in consideration of the mutual understanding, promises and agreement set forth, the County and Provider agree as follows:

It is understood and agreed between the parties that the primary purpose of this agreement is to establish and promulgate the eligibility standards and applications, documentation and verification procedures for the determination of eligibility of residents under the Texas Indigent Health Care and Treatment Act.

I.

A. Provider agrees that it shall be responsible for the establishment and promulgation of eligibility standards and applications, documentation and verification procedures for the determination of eligibility of Fort Bend County residents under §61.024 of the Texas Indigent Health Care and Treatment Act and the County Indigent Health Care Program.

B. The term "eligibility" as used herein shall refer to eligible residents of Fort Bend County who meet the income and resource requirements established by the Texas Indigent Health Care and Treatment Act, the Texas Department of Human Services and by the County.

II.

A. It is understood and agreed between the parties that Provider will screen all applicants for qualifications under the County Indigent Health Care Program. It shall be the duty of the Provider to follow all prescribed procedures set forth from time to time by the Texas Department of Human Services and by the County, as well as meeting all requisite requirements of the Article.

B. Provider will be responsible for the preparation of all documentation, reports, verification, applications, and necessary information on behalf of the County to meet the Texas

Department of Human Services' requirements as to eligibility for State assistance on approved applicants.

C. Provider agrees that it shall screen and qualify approved applicants periodically as required, and in no event less often than every six (6) months.

III.

It is understood between the parties that the County shall pay Provider the sum of **SIXTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$67,728.00)** for the work required of Provider under this Contract during the term of this contract, payable in twelve (12) equal monthly payments of **FIVE THOUSAND SIX HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$5,644.00)** each. The first of said payments shall be due on **January 1, 1995**, with like payments due on the first day of each month thereafter during the term of this contract. Payment by County shall be made in conjunction with such requirements as may be established by the County Auditor's office.

IV.

Section 61.024(i) gives a disqualified applicant the right to an appeal. The Commissioners' Court of Fort Bend County will establish a Review Board consisting of five (5) persons appointed by the Court for a term to run concurrently with this Agreement. The Review Board will review all appeals. The findings of the Review Board will be deemed to be the findings of the Commissioners' Court.

V.

A. The term of this Agreement shall commence on **January 1, 1995**, and shall continue through **December 31, 1995**.

B. Notwithstanding the foregoing, if for any reason the Texas Department of Human Services determines that the County has not complied with the requirements of the Texas Indigent Care and Treatment Act, the County shall have the right to summarily terminate this agreement, however, the County may, at its sole discretion, give Provider the opportunity to correct such non-compliance, if possible, to place the County in compliance.

VI.

The provisions of this Contract are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Contract or the application thereof, to any person or circumstance, shall ever be held by any Court, administrative or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Contract to other persons or circumstances shall not be affected thereby.

VII.

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, this Contract cannot be assigned without prior written consent of the County.

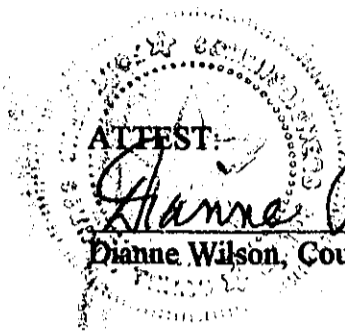
VIII.

This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Texas, or any authorized representative or agency of either of them.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

FORT BEND COUNTY, TEXAS

By: Roy Cordes, Jr.
Roy L. Cordes, Jr., County Judge
Date: 12-20-94



ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND FAMILY HEALTH CENTER, INC.

By: Lynnda Bille
Date: 12/15/94

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$67,728.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless
Robert Grayless, Auditor

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE AGREEMENT WITH FORT BEND SENIOR CITIZENS**

On this the 20 day of December 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner Pressley, seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Agreement with Fort Bend Senior Citizens. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND
FORT BEND SENIOR CITIZENS, INC.**

THIS AGREEMENT made effective the 1st day of January, 1995, by and between **FORT BEND COUNTY, TEXAS** (hereinafter referred to as "County"), a body corporate and politic, acting herein by and through its Commissioners' Court, and **FORT BEND SENIOR CITIZENS, INC.** (hereinafter referred to as "F.B.S.C."), acting herein by and through its duly authorized officers

WITNESSETH:

THAT WHEREAS, the County does not have its own program or department for its senior citizens; and,

WHEREAS, the County desires to contract with **F.B.S.C.** to provide certain services to the County's senior citizens; and,

WHEREAS, **F.B.S.C.** desires to provide certain services to the County for the County's senior citizens.

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

**I.
SERVICES**

1.01 **F.B.S.C.** will provide the County with the services described on the attached **EXHIBIT "A"** referred to herein by reference and incorporated herein for all purposes.

1.02 **F.B.S.C.** will provide all or several of the described services in exchange for the County's payment provided for in Section 2.01, below. **F.B.S.C.** will allocate the County's payment to the various services as **F.B.S.C.** shall, in its sole discretion, deem appropriate.

II. PAYMENT

2.01 The County shall pay F.B.S.C. the sum of **THIRTY THOUSAND AND NO/DOLLARS (\$30,000.00)** in exchange for the services provided for in Section 1.01, above.

2.02 The County shall pay F.B.S.C. for these services upon execution of this Contract by both parties and upon receipt of F.B.S.C.'s invoice.

III. TERM

3.01 This Contract shall be for a term of one year beginning **January 1, 1995** and ending on **December 31, 1995**.

IV. AUDIT

4.01 F.B.S.C. agrees it will provide the County with an annual independent audit of its operations and F.B.S.C. further agrees that the County may conduct an independent audit should the County desire same.

V. INDEMNIFICATION

5.01 F.B.S.C. agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, losses, damage, causes of action, suits and liability of any kind, including all expenses of litigation, court costs, attorney's fees, arbitration, mediation, or administrative hearing costs and awards, for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any property, including consequential damages, arising out of or resulting from the acts, errors and omissions of F.B.S.C. under this Contract.

**VI.
MISCELLANEOUS**

6.01 This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

6.02 In the event one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.03 F.B.S.C. shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

6.04 The waiver by either party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

6.05 Any amendments of this Contract shall be of no effect unless in writing and signed by both parties hereto.

**VII.
INDEPENDENT CONTRACTOR**

7.01 In the performance of work or services hereunder, F.B.S.C. shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely as employees of F.B.S.C. or, where permitted, of its subcontractors.

7.02 F.B.S.C. and its employees shall not, by performing work pursuant to this Contract, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

**VIII.
SUCCESSORS AND ASSIGNS**

8.01 This Contract shall be binding on the heirs, successors and assigns of the parties hereto. F.B.S.C. shall not assign, sublet or transfer its interest or obligations in and under this agreement without the prior, written consent of the County.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below, but effective the 1st day of January, 1995.

FORT BEND COUNTY, TEXAS

By: _____

Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge

Date: _____

12-20-94

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND SENIOR CITIZENS, INC.

By: _____

Adrian R. Kalam

Date: _____

12-16-94

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$30,000.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless
Robert Grayless, Auditor

PP:lj/senior.agr/2625(120994)

EXHIBIT "A"**FORT BEND SENIOR CITIZENS, INC.****SERVICES OFFERED****Congregate Meals**

Meals served in a group setting that meet 1/3 the minimum daily requirements of calories and nutrition for a senior citizen. These meals are served weekdays at the senior centers.

Home Delivered Meals

Meals delivered to homebound seniors in order to assist them in maintaining their independence. The same meal is served to the homebound senior as is served to the seniors at the centers. Seniors qualifying for home delivered meals must be unable to leave their homes.

Transportation

Trips provided to the senior centers or special local events. A one way trip is counted as one unit of service. All sites are served by vans that bring the seniors to the centers daily.

Homemaker I

Cleaning and chore services provided to the homebound senior. This service is not a sitter or home health service. Seniors receive this service weekly for up to four hours.

Homemaker II

Home health services purchased on behalf of the client from a licensed Home Health Agency. These services include personal care.

Escort

Individual transportation to the doctor or for essential shopping.

Information & Referral

Responding to the questions seniors have regarding available services and locating resources and other service providers if Fort Bend Senior Citizens does not directly provide that service.

Emergency Response

This is a portable device worn by the senior and used to notify the main monitoring unit of an emergency. Installation, training and three months rental of the unit is paid by the agency.

Senior Centers

Centers are located throughout the two-county area for the seniors to gather and enjoy each other's company. Lunch is served and transportation is provided. More detailed information about the centers is included throughout this manual.

Telephone Reassurance

A scheduled call to a homebound senior by a volunteer. The volunteer visits with the senior but also determines if any assistance is needed. The volunteer stays in touch with the office and site about the well being of the person that is called.

Home Repair

Minor repairs done to a home (under \$700) that enable the senior to function in his home. This has included widening doors for wheelchairs, modifying bathrooms, updating wiring and repairing roofs.

Benefits Counseling

Guidance with and through the problems of obtaining benefits to which an individual is entitled. This can include advocacy, attending hearings, filing appeals, etc. Limited legal services are also available. There is one Ombudsmen on the agency staff.

Respite Care

Provides a sitter or pays for a temporary nursing home stay so that the primary caregiver can have some relief. This is vital to the well being of both the senior and the care giver.

Education & Training

Information provided to the seniors at the sites and in their homes, such as nutrition education, health education and some specific skills for living at home alone. This service responds to the needs and wants of the seniors.

11. CONSIDER APPROVING AGREEMENT WITH FORT BEND REGIONAL COUNCIL ON ALCOHOLISM & DRUG ABUSE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to renew agreement for 1995 with Fort Bend Regional Council on Alcoholism & Drug Abuse as presented by Lisa Osbourne.

12. CONSIDER APPROVING AGREEMENT WITH RICELAND REGIONAL MENTAL HEALTH AUTHORITY:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve agreement with Riceland Regional Mental Health Authority in the amount of \$229,457 to be paid quarterly.

13. CONSIDER APPROVING AGREEMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AS FOLLOWS: (1) CITY OF ROSENBERG - 8TH ST. STORM SEWER; (2) CITY OF RICHMOND - COLLINS ST. SIDEWALK & DRAINAGE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to approve agreements for the Community Development Block Grant Program as follows:

- (1) City of Rosenberg - 11th St. Storm Sewer
- (2) City of Richmond-Collins St. Sidewalk & Drainage

14. CONSIDER APPROVING BILLS FOR FORT BEND FLOOD CONTROL WATER SUPPLY CORP.:

Moved by Commissioner Pressley, Seconded by Commissioner Prestage, duly put and carried, with Commissioner O'Shieles abstaining, it is ordered to approve bills in the amount of \$47,134.88 for Fort Bend Flood Control Water Supply Corp.

15. CONSIDER APPROVING APPLICATION TO H-GAC FOR SHERIFF'S DEPT. GANG GRANT:

Moved by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application to H-GAC for Sheriff's Department Gang Grant at 60/40% match (\$43,488 from State and \$27,905 County cost) as presented by Holman Gregory, Sheriff's Department.

16. CONSIDER APPROVING ADDENDUM TO GREATWOOD CONTRACT FOR SHERIFF'S DEPT. CONTRACT DEPUTY PROGRAM:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to approve addendum to Greatwood contract for Sheriff's Dept. contract deputy program as presented by Alan Mutchler, Sheriff's Department.

17. CONSIDER APPROVING RESERVE DEPUTIES: (1) TERRANCE SMALL, WITH BOND & OATH, PCT. 2 CONSTABLE; (2) JASON K. GEORGE, SHERIFF'S DEPT.:

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve the following reserve deputies:

- (1) Terrance Small, with bond & oath, Pct. 2 Constable
- (2) Jason K. George, Sheriff's Dept.



County Attorney
FORT BEND COUNTY, TEXAS

89 0414

AREA CODE 713
341-4555
FAX (713) 341-4557

BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

December 15, 1994

The Honorable Roy L. Cordes, Jr.
County Judge
Fort Bend County

RE: Agreement for Fort Bend Regional Council

Dear Judge Cordes:

Enclosed are the executed originals for the Agreement with Fort Bend Regional Council on Alcohol and Drug Abuse, Inc.

Please place this item on the next Commissioner's Court agenda.

Very truly yours,

A handwritten signature in cursive script that reads "Portia Poindexter".

Portia Poindexter
First Assistant County Attorney

/lj:cover.let:2068

cc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts

**ORDER AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN FORT BEND COUNTY AND
FORT BEND REGIONAL COUNCIL ON ALCOHOLISM
AND DRUG ABUSE, INC.**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 20 day of December, 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner D'Shules, seconded by Commissioner Prestage, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes, Jr. be, and he is hereby, authorized to execute an Agreement between Fort Bend County and Fort Bend Regional Council on Alcoholism and Drug Abuse, Inc. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND FORT BEND
REGIONAL COUNCIL ON ALCOHOLISM & DRUG ABUSE, INC.**

THIS AGREEMENT, made by and between **FORT BEND COUNTY, TEXAS** (hereinafter referred to as "**County**"), a body politic, acting herein by and through its Commissioners' Court, duly authorized and empowered, and **FORT BEND REGIONAL COUNCIL ON ALCOHOLISM & DRUG ABUSE, INC.** (hereinafter referred to as "**F.B.R.C.**"), acting herein by and through its duly authorized officers.

WITNESSETH:

THAT WHEREAS, the **COUNTY** does not have a program for alcohol and drug abuse for its citizens; and,

WHEREAS, the **COUNTY** desires to contract with **F.B.R.C.** to provide certain services to alcohol and drug dependent residents of Fort Bend County, their families and others affected by the dependency; and,

WHEREAS, the **COUNTY** desires to assist **F.B.R.C.** in its programs for alcohol and drug dependent residents of Fort Bend County, their families and others affected by the dependency; and,

WHEREAS, **F.B.R.C.** desires to provide qualified staff and services to the citizens of Fort Bend County pertaining to alcohol and drug abuse; and,

WHEREAS, **F.B.R.C.** desires to provide assessment and evaluation programs, referral services, case management, and education, and related services to the citizens of Fort Bend County pertaining to alcohol and drug abuse; and,

WHEREAS, F.B.R.C. desires to provide a coordination service with the various service agencies within Fort Bend County pertaining to alcohol and drug abuse.

NOW, THEREFORE, in consideration of the mutual representations and promises herein contained the **COUNTY** and **F.B.R.C.** agree as follows:

I.

F.B.R.C. agrees that it will provide an assessment program for all citizens of Fort Bend County. The purpose of the assessment will be to evaluate whether there is a problem of alcohol or other drugs with an individual or significant other (including, but not limited to, family members and employers), with no charge to County residents.

II.

F.B.R.C. agrees that it will provide a referral service for citizens of Fort Bend County on an individual basis to an appropriate program, including but not limited to hospitals, doctors, counselors, halfway houses, support groups, in-house services and programs.

III.

F.B.R.C. agrees that it will provide educational programs and assistance to schools, businesses, industry and civic groups within Fort Bend County on alcoholism and drug abuse to assist the citizens of Fort Bend County to combat alcohol and drug abuse.

IV.

F.B.R.C. agrees that it will coordinate services with the several other service agencies throughout Fort Bend County to improve the evaluation and treatment of alcohol and drug abuse, and to improve the quality of service for alcohol and drug abuse in Fort Bend County.

V.

F.B.R.C. agrees it will provide the COUNTY with an annual independent audit of its operations and F.B.R.C. further agrees that the COUNTY may conduct an independent audit should COUNTY desire same.

VI.

F.B.R.C. agrees to defend, save, hold harmless and indemnify the COUNTY from all claims and liabilities that may arise or be alleged as a result (directly or indirectly) of F.B.R.C.'s actions pursuant to this contract.

VII.

The COUNTY agrees to provide F.B.R.C. with THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) in consideration of F.B.R.C. performing the services stated in this contract. The term of this contract is for one year beginning January 1, 1995 and ending on December 31, 1995, and the COUNTY agrees to pay F.B.R.C. for said services upon execution of this contract by both parties and upon receipt of F.B.R.C.'s invoice therefore.

VIII.

The provisions of this contract are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this contract and the application of such word, phrase, clause, sentence, paragraph, section or other part of this contract to other persons or circumstances shall not be affected thereby, unless in the opinion of the COUNTY or F.B.R.C. the purposes of the contract have been rendered useless.

IX.

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, this contract cannot be assigned without prior written consent of the COUNTY.

X.

This contract shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United States of America, the State of Texas, or any authorized representative or agency of any of them.

XI.

Each party represents and warrants to the other that this contract is binding upon and enforceable against such party.

IN WITNESS WHEREOF, the parties put their hands to this instrument on the dates indicated. This Agreement shall be effective on the date of the last signature hereto.

FORT BEND COUNTY, TEXAS

By: Roy Cordes, Jr.
Roy L. Cordes, Jr., County Judge

Date: 12-20-94

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND REGIONAL COUNCIL ON
ALCOHOLISM & DRUG ABUSE, INC.


By: Lisa Osborne
Lisa Osborne, Executive Director

Date: December 13, 1994

AS PER ORIGINAL

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$30,000.00 to pay
the obligation of Fort Bend County under and within the foregoing contract.



Robert Grayless, County Auditor



County Attorney
FORT BEND COUNTY, TEXAS

89 0421/2

BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

AREA CODE 713
341-4555
FAX (713) 341-4557

December 15, 1994

The Honorable Roy L. Cordes, Jr.
County Judge
Fort Bend County

RE: Agreement for Mental Health Services

Dear Judge Cordes:

Enclosed are the executed originals for the Agreement with Riceland Regional Mental Health Authority.

Please place this item on the next Commissioner's Court agenda.

Very truly yours,

A handwritten signature in cursive script that reads "Portia Poindexter".

Portia Poindexter
First Assistant County Attorney

/s/cover.let:1910

cc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts

Is 229,457
quarterly?
per 2.01

PP:l:riceland.agr:1910(121294)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE
AGREEMENT WITH RICELAND REGIONAL MENTAL HEALTH AUTHORITY**

On this the 20 day of December 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner O'Shea, seconded by Commissioner Pressley, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Agreement with Riceland Regional Mental Health Authority for mental health services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS §

COUNTY OF FORT BEND §

AGREEMENT FOR MENTAL HEALTH SERVICES

THIS AGREEMENT, entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through its Commissioners' Court ("County") and **Riceland Regional Mental Health Authority ("Riceland")**

WITNESSETH

THAT WHEREAS, on May 16, 1988, the County agreed to contribute its proportionate share of the required matching funds for Mental Health services; and,

WHEREAS, the County has agreed to attempt to provide Riceland with **TWO HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$229,457.00)** in funds to match funds provided to Riceland for mental health services; and,

WHEREAS, Riceland has established an out-patient clinic, psychiatric hospital for in-patient and day-patient services in Rosenberg, Texas, facilities in three other counties (**Facilities**) and contracts for additional in-patient services.

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

I.

FORT BEND COUNTY COMMITMENT PATIENTS

1.01 The **Facilities** serve a four county area, one of which shall be Fort Bend County, Texas.

1.02 **Facilities** and contracts are for adults and adolescent inpatient, day and out-patient psychiatric services from Fort Bend, Wharton, Matagorda and Colorado Counties.

II.
PAYMENT BY COUNTY

2.01 In exchange for the services which Riceland will provide, the County will pay to Riceland the sum of **TWO HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$229,457.00)** upon receipt of Riceland's invoice.

2.02 The County shall make its best effort to pay Riceland's invoices in a timely fashion but shall incur no liability for its failure to do so.

III.
TERM

3.01 This Agreement shall be for a term of one year beginning **January 1, 1995** and ending on **December 31, 1995**.

3.02 This Agreement may be cancelled by either party by giving thirty (30) days prior, written notice. The County shall, however, receive any services for any quarterly period for which it has paid Riceland.

IV.
MISCELLANEOUS

4.01 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

4.02 In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.03 Riceland shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any or other entities with local jurisdiction.

4.04 The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

4.05 Any amendment of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

V.
INDEMNIFICATION

5.01 Riceland agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, losses, damage, causes of action, suits and liability of any kind, including all expenses of litigation, court costs, attorney's fees, arbitration, mediation, or administrative hearing costs and awards for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any property, including consequential damages, arising out of or resulting from the acts, errors and omissions of Riceland under this Agreement.

VI.
INDEPENDENT CONTRACTOR

6.01 In the performance of work or services hereunder, Riceland shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely as employees of Riceland, or where permitted of its subcontractors.

6.02 Riceland and its employees shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, but effective on the 20 day of Dec, 1995.

FORT BEND COUNTY

By: Roy Cordes, Jr.
Roy L. Cordes, Jr., County Judge

Date: 12-20-94

ATTEST

Dianne Wilson
Dianne Wilson, County Clerk

**RICELAND REGIONAL MENTAL
HEALTH AUTHORITY**

By: Charles H. Boone
Charles H. Boone, Executive Director

Date: 12/14/94

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$229,457.00 to pay the obligation of Fort Bend County under and within the foregoing Agreement.

Robert Grayless
Robert Grayless, Auditor

PP:l:riceland.agr:1910(121294)

FORT BEND COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT309 So. Fourth Street, Suite 740
Richmond, Texas 77469
Phone: (713) 341-4410

MARILYNN KINDELL, Director

MEMORANDUM

TO: Commissioners Court
FROM: Marilyn Kindell *m Kindell*
DATE: December 14, 1994
RE: Commissioners Court Agenda

AGENDA ITEM

Background

On July 26, 1994, Commissioners Court approved the 1994 Final Statement of Objectives and the Projected Use of Funds for the Community Development Block Grant program. Included in this statement were the following allocations:

City of Rosenberg - 8th Street Storm Sewer	\$326,000.00
City of Richmond - Collins Street Sidewalk & Drainage	\$139,000.00

Request

Commissioners Court is requested to consider and approve the above-mentioned agreements between Fort Bend County and the Cities of Rosenberg and Richmond and authorize the County Judge to sign them.

Attachments

cc: Bud Childers
Norma Landry

COMMAGDA

AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This Agreement is by and between the City of Rosenberg, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "City," and Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, the County has submitted a Community Development Block Grant to the U. S. Government, application number B-94-UC-48-0004, which has been approved by the U. S. Government through the U. S. Department of Housing and Urban Development:

WHEREAS, the City did agree to co-operate to be included in the grant application; and,

WHEREAS, included in the approved grant application for the construction of approximately 1,700 linear feet of storm sewer along 8th Street from Old Richmond Road to Avenue I for a total cost of \$326,000.00, hereinafter referred to as the "Project"; and,

WHEREAS, the County is the grantee named in the grant charged with compliance of the federal laws, rules, and regulations relating to the expenditure of funds received from the U. S. Government pursuant to the approved Community Development Block Grant application; and,

WHEREAS, the City is not familiar with such federal laws, rules, and regulations relating to the expenditure of U. S. Government funds under the Community Development Block Grant application; and,

WHEREAS, the County desires to assure compliance with such laws, rules, and regulations relating to the expenditure of funds under the Community Development Block Grant application; and,

WHEREAS, the County and City mutually agree as to the need to expedite this project as quickly as possible;

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

I.

SCOPE OF AGREEMENT

The County and City agree to construct the Project in accordance with the guidelines, rules, and regulations required by the U. S. Department of Housing and Urban Development, hereinafter referred to as "HUD".

II.

DUTIES OF THE COUNTY AND CITY

Within thirty (30) days after the approval of said Agreement, the City shall receive proposals for the design of the Project. Within ten (10) days after the receipt of the proposals, the City will recommend to the County a firm to design the Project. Within five (5) days after the receipt of a recommendation, the County will issue the City a notice to proceed or not to proceed. Within ten (10) days after the receipt of the notice to proceed, the City will award the contract for project design. If a notice not to proceed is issued by the County, the City shall recommend another firm to the County. The City shall be responsible, at its own expense, for paying for the design of the Project.

Preliminary plans and specifications shall be submitted to the County to review for compliance with project scope, estimated cost and constructibility. Comments will be forwarded to the City for incorporation into the final plans and specifications. Final plans and specifications shall be submitted to the County to ensure compliance with HUD/County technical requirements.

The City shall be responsible for the administration of the construction contracts, with the County approving the award of the bid. The City shall, at its own expense, furnish the necessary inspection personnel to assure itself of compliance with the Agreement. The County shall periodically inspect the Project during construction. The County shall fund the Project as set forth in this Agreement.

Within one hundred twenty (120) days after the date this Agreement is executed by both parties, the City will submit the preliminary plans and specifications for the Project to the County for the County's review and comments. The County shall review the preliminary plans and specifications and return them to the City with comments within ten (10) days. Final plans and specifications shall be returned to the County within fifteen (15) days.

Within thirty (30) days after approval by the County of final plans and specifications, the City will advertise for and receive bids for the construction of the Project in accordance with the approved plans and specifications in the manner similar to that of other City projects.

Upon receipt and tabulation of the bids for the Project, City will determine the lowest and best bid for the construction of the Project. In the event the lowest and best bid for the construction of the Project is an amount that would result in the cost of the Project being equal to or less than the sum of \$300,000.00, City will notify County of the amount of the lowest and best bid for the Project. Upon such notification to the County, the County will transmit to the City written notice to proceed.

In the event the lowest and best bid for the construction of the Project is an amount in excess of the sum of \$300,000.00, then the County shall have the following four (4) options:

1. The County may agree to use those Community Development Block Grant funds designated as contingency to fund the construction costs to meet the lowest and best bid received by the City. If the County agrees to use contingency funds to meet the lowest and best bid, the County will transmit to the City written notice to proceed; or
2. The City shall notify the County of the bid. The County shall undertake to negotiate with the City for the City to agree in writing to pay the additional costs of the Project. In the event the City agrees in writing to pay the additional costs, the County will notify the City to proceed to let the contract and continue with the construction of the Project. If the City fails to agree in writing to pay said additional costs and County fails to use contingency funds, the City, with written approval of the Director of the Fort Bend County Community Development Department, may reject all bids and elect not to proceed with the letting of the contract. The Project shall be terminated without any further obligations to County; or
3. The City shall notify the County of the bid and undertake to negotiate with the County for the County to agree in writing to reduce or delete specific items in the bid proposal so that bids will be within the amount of available construction funds. In the event the County agrees in writing to reduce or delete items in the bid proposal, the City will re-bid the Project and proceed as if it were the original bid; or
4. The City, with the written approval of the Director of the Fort Bend County Community Development Department, may reject all bids and elect not to proceed with the letting of the contract and terminate the Project without any further obligations to the County.

The City and the County, through its Community Development Department Director, may by prior written agreement, mutually agree to re-allocate the funds among the various line items of the budget or to new line items created in the budget.

III.

PROJECT COSTS

For and in consideration of the construction of the Project as herein set forth, the County agrees to fund project costs not to exceed the total sum of Three Hundred Twenty-Six Thousand and No/100 Dollars (\$326,000.00) as set forth in the Budget for CDBG Funds , " which shall be in full and total compensation for payment of all expenses allowed under this Agreement and the Grant Agreement with HUD.

Budget for CDBG Funds

Construction	\$300,000.00
Contingency	<u>26,000.00</u>
Total CDBG Funds	<u>\$326,000.00</u>

The County shall not be liable for the payment of expenses or costs which are not allowable under the terms of this Agreement and the Grant Agreement with HUD.

IV.

PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed Three Hundred Twenty-Six Thousand and No/100 Dollars (\$326,000.00). Drawdowns for the payment of eligible expenses shall be made to the City on a monthly basis against the budget specified herein and in accordance with performance. City shall submit an invoice on or before the fifteenth day of the month for construction work completed during the preceding month. Such invoices shall include any other documentation requested by the County. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

V.

SOURCE OF FUNDING

The County has no County funds for the costs of goods and services to be rendered under this Agreement. It is expressly agreed and understood that this Agreement is predicated upon and conditioned on the County receiving funds for the purpose of paying the entire obligation of the County under this Agreement from funds to be received from the U. S. Department of Housing and Urban Development, by virtue of Grant No. B-94-UC-48-0004, entitled Community Development Block Grant. Accordingly, notwithstanding anything herein to the

contrary, the maximum liability of the County under the terms and provisions of this Agreement shall not exceed \$326,000.00 or the amount actually received by the County from HUD pursuant to the Block Grant.

The City admits knowledge of the fact that the County's obligation hereunder for payment of compensation and costs, if any, is limited to Federal funds received pursuant to the Grant Agreement in connection with the Community Development Block Grant Program of the U. S. Department of Housing and Urban Development, and that unless and until adequate funds have been received by the County under the Grant Agreement to pay the City's compensation and expense reimbursement, the County shall have no obligation to the City.

VI.

AGREEMENT DOCUMENTS

This Agreement includes the following exhibits and such exhibits are attached hereto and made a part hereof for all purposes:

- Exhibit A - CDBG Program Requirements
- Exhibit B - Certification for Contracts, Grants,
Loans and Cooperative Agreements
- Exhibit C - Guidelines for Entity Design Bidding and
Administration of Construction Projects

This Agreement and the attached exhibits represent the entire Agreement between the County and the City, and there are no other effective agreements, representations or warranties between the County and the City that are not contained in the Agreement Documents.

VII.

NOTICE

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the County, then to:

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

If to the City, then to:

Honorable Mayor and City Council
City of Rosenberg
2110 Fourth Street
Rosenberg, Texas 77471

Each party shall have the right, from time to time at any time, to change its respective address and each shall have the right to specify as its new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

VIII.

RIGHTS OF TERMINATION

The City or the County, by and through its Director of the Fort Bend County Community Development Department, may terminate this Agreement without cause at any time by giving thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

- a. It has on the 20 day of Dec, 1994, been executed by the County Judge of Fort Bend County, on behalf of the County pursuant to an Order of the Commissioners Court of the County so authorizing.
- b. It has on the 17th day of December, 1994, been executed by the Mayor and attested to by the City Secretary on behalf of the City pursuant to an Order so authorizing.

FORT BEND COUNTY

ATTEST:

Dianne Wilson

Dianne Wilson
County Clerk

By *Roy Cordes, Jr.*
ROY L. CORDES, JR.
County Judge

CITY OF ROSENBERG

ATTEST:

Len Adolphus

City Secretary

By *Supa. Yvesti*
MAYOR

APPROVED AS TO FORM:

Ben W. Childers

BEN W. "BUD" CHILDERS
County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 326,000.00 to pay the obligation of Fort Bend County under and within the foregoing Agreement.

Robert Grayless
Robert Grayless, Auditor

ORDER AUTHORIZING AGREEMENT BETWEEN
FORT BEND COUNTY AND THE CITY OF ROSENBERG

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

On this the 20 day of December, 1994, at a regular meeting of Commissioners Court sitting as the governing body of Fort Bend County, Texas, upon motion of Commissioner Prestage, seconded by Commissioner O'Shields, duly put and carried,

IT IS ORDERED that Fort Bend County enter into an interlocal agreement with the City of Rosenberg for the construction of approximately 1,700 linear feet of storm sewer along 8th Street from Old Richmond Road to Avenue I for the total cost of \$326,000.00, in the City of Rosenberg using Community Development Block Grant funds, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Cont8St

EXHIBIT A

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM REQUIREMENTS

I.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title 24 Code of Federal Regulations Part 1. In accordance with the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Contractor receives Federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure is thereon provided or improved with the aid of Federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. The Contractor will further comply with federal regulations, 24 CFR Part 1, which implement the Act.

II.

EXECUTIVE ORDER 11063

The Contractor shall comply with Executive Order 11063 as amended by Executive Order 12259 and as contained in 24 CFR Part 107. Contractor will take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal Government.

III.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 as contained in 24 CFR Part 570.602 issued pursuant to Section 109. No person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits

of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds. "Program activity" is defined as any function conducted by an identifiable administrative unit of the County, or by any unit of government, subrecipient (Contractor), or private contractor receiving community development funds or loans from the County. "Funded in whole or in part with community development funds" means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans which have been transferred by the County or subrecipient (Contractor) to an identifiable administrative unit and disbursed in program or activity. Specific discriminatory actions prohibited and corrective actions are described in 24 CFR 570.602(b).

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C.A. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794). shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act. HUD regulations implementing the Age Discrimination Act are contained in 24 CFR Part 146 and the regulations implementing section 504 are contained in 24 CFR Part 8.

IV.

EXECUTIVE ORDER 11246

The Contractor shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts.

Contractor agrees that contractors and subcontractors on Federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

V.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 USC 1701u)

- A. The Contractor shall to the greatest extent feasible, give opportunities for training and employment to lower income residents of the County and shall award contracts for work in connection with the Project to business concerns which are located in or owned in substantial part by persons residing in the county.
- B. The Contractor shall include the phrase in paragraph A in all contracts for work in connection with this project.

VI.

USE OF DEBARRED SUSPENDED OR INELIGIBLE CONTRACTORS

The Contractor shall not use assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension or placement in ineligibility status under provisions of 24 CFR Part 24.

VII.

UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

The Contractor and its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;" and OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations". The applicable sections of 24 CFR Part 85 are set forth at 570.502.

VIII.

CONFLICT OF INTEREST

A. No member of or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit direct or indirect which arises from this Agreement.

B. In accordance with 24 CFR Part 570.611, no persons described in paragraph C who exercise or have exercised any functions with respect to CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to CDBG activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

C. The requirements of paragraph B apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, Contractor, and of any designated public agency, or subrecipient under 24 CFR Section 570.20 which receives funds under the CDBG grant agreement with HUD.

IX.

RECORDS FOR AUDIT PURPOSES

Without limitation to any other provision of this Agreement the Contractor shall maintain all records concerning the Project which the County reasonably requires for three years from the expiration date of the Agreement unless a longer period is required under Title 24, Code of Federal Regulations 570.510. The Contractor shall maintain records required by 24 CFR Section 135.120 for the period that HUD requires the records to be maintained. The Contractor will give the County, HUD, the Comptroller General of the United States, the General Accounting Office or any of their authorized representative access to and the right to examine, copy or reproduce all records pertaining to the acquisition and construction of the Project and the operation of the Project. The right to access shall continue as long as the records are required to be maintained.

exhibita

EXHIBIT "B"

Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. for each such failure.

Executed this 7th date of December, 19 94.

By Lupe A. Uresti
(signature)

Lupe A. Uresti
(typed or printed name)

Mayor
(title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
(type and identity of program, project or activity)

EXHIBIT C

**GUIDELINES FOR
ENTITY DESIGN, BIDDING AND ADMINISTRATION
OF CONSTRUCTION PROJECTS**

November, 1994

These guidelines are intended to assist those public entities receiving Fort Bend County Community Development Block Grant Funds. The guidelines will facilitate the entity's understanding and compliance with applicable federal and county regulations, policies and processes where the entity is responsible for design, bidding, and construction administration phases of a project. If clarification is needed, call Lisa Crain, Project Coordinator, Fort Bend County Community Development Department (CDD), (713) 341-4410.

1. The entity must submit the proposed consultant's SF 254 and 255 qualifications statements and professional liability insurance certification for approval prior to commissioning the consultant.
2. Upon approval by CDD the entity may retain consultant services.
3. The schematic design must be within the previously approved project scope.
4. Preliminary plans and outline specifications shall be submitted to CDD to review for compliance with project scope, estimated cost and constructibility. Comments will be returned to the consultant for incorporation into the final plans. Final plans will be submitted to the County and will be reviewed to ensure compliance with HUD/County technical requirements and to insert County-related documents. Corrections and comments will be returned to the consultant for revisions. Final documents must be approved by CDD.
5. Prior to award of contract, CDD and the County Engineer's Office will review the bid documents, the bidder's qualification statements, minority business plan and financial statements to ensure that the contractor has a good contracting record, adequate capitalization and/or equipment, etc., to successfully complete the project, meets minority participation goals and that the bidder has not been debarred by HUD from working on federal contracts.
6. The Entity shall conduct a prebid meeting (if necessary) and a preconstruction conference with the contractor(s), consultant, and CDD representatives in attendance.
7. Inspection will be the responsibility of the Entity. The County Engineer will periodically inspect construction.

8. The Entity will be responsible for preparing monthly pay estimates. Preparation will consist of a site meeting with the Entity and/or consultant and the contractor's representative to accurately determine the percentage completion of various components of the work and time used. The monthly estimate is based on a previously submitted and approved schedule of values. Upon completion of the final draft of each monthly estimate, the consultant will be required to sign same. The estimates will then be reviewed by the County Engineer and processed through CDD, County Auditor and the County Treasurer.
9. All requests for changes in contract will be processed by the Entity. All change requests must be within the original scope of work and be approved by CDD prior to processing. No person will have authority to verbally alter, modify, expand or reduce the requirements of the drawings or specifications. All modifications affecting cost, scope, quality or time shall be made part of the contract by a "Change-In-Contract" approved by the Entity. All change orders required due to errors and/or omissions by the consultant will be paid for by the Entity. Total aggregate Changes In Contract will not exceed twenty-five percent (25%) of the original contract amount.
10. CDD will review all payrolls and conduct working interviews and will hold the general contractor responsible for compliance with labor, EEO and minority business requirements.

ExCGEDBA

APPENDIX 1

I. PROCEDURES FOR SUBMITTING ENGINEERING PROPOSALS

Fort Bend County's Community Development Department requires that engineering firms submitting qualification statements do so in the manner prescribed below. This information should substantiate the capacity and ability of the firm and its staff to perform this type of engineering work. It is also important to list projects completed of a similar nature that demonstrate this capability. Any proposal submitted without all of the information requested below will be considered as non-responsive.

- A. Submit one (1) copy of information on the firm in the form of a corporate resume, including SF 254 and SF 255 Forms.
- *B. Submit one (1) copy of current project activities of a similar nature being undertaken by your firm (including dollar amount and contact persons).
- *C. Submit any other pertinent information on the firm's ability to carry out the contractual responsibilities; including such things as equipment, use of sub-contracts, special knowledge of the project area or activity being considered.
- *D. Provide a list of persons, and their classification, who will be assigned to this job and a breakdown of projected hours by classification, person, race, and sex. (As underlined data is not normally found in SF 254/255 forms, it should be provided separately.)
- *E. Provide a resume of all employees who will be assigned to this project, including a listing of projects having similar work.
- F. Provide a detailed scope of work on how you propose to handle this type of construction, and an hourly estimate for each phase of the work. The scope of work should contain categories for initial site investigation, submission of preliminary plan (construction drawings) for review, correction of revisions which result from said review, technical specifications, easement drawings/legal descriptions, and meetings as may be required.
- G. Provide a list of subcontractors to be employed (if known) and whether these firms are minority or female owned.
- H. Submit one (1) copy of the Proposal Summary (Appendix 2).
- I. Submit one (1) copy of the Certification for Contracts, Grants, Loans and Cooperative Agreements (Appendix 3).

***NOTE:** It is not necessary to re-list data already included on the SF 254 and SF 255 forms.

II. SELECTION CRITERIA

The award of the contract for engineering services required by this Request for Proposal shall be determined by analysis of, but not necessarily limited to, the following factors:

- A. Documented evidence of qualifications, resources and experience of the proposing firm to perform the required services;
- B. Commitment by the proposing firm to complete the construction plans, documents, design surveys and easement descriptions within the required time.
- C. Other factors as deemed appropriate, including a review of the items submitted under Section I. PROCEDURES FOR SUBMITTING ENGINEERING PROPOSALS.

III. MBE/WBE PARTICIPATION

Where possible, engineering firms are encouraged to utilize the skills and services of minority businesses in the fulfillment of the contractual responsibilities pertaining to this project.

IV. ENGINEERING SERVICES

The City shall enter into a contract for engineering services as listed below:

1. The Engineer will be responsible for ascertaining the scope of improvements outlined in this report (scope of work) and developing a Layout and Cost Estimate. The Engineer should recommend alternative layouts if field investigations identify additional problems not covered in the original scope of work.
2. Upon direction of the City, the Engineer will prepare construction plans and documents as required so as to install the scope of work identified in this report.
3. The Engineer will identify and prepare easement/right-of-way descriptions if necessary.

APPENDIX 3

Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ date of _____, 19____.

By _____
(signature)

(typed or printed name)

(title, if any)

Covered Action: _____
(type and identity of program, project or activity)

EXCGEDBA

AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Agreement is by and between the City of Richmond, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "City," and Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, the County has submitted a Community Development Block Grant to the U. S. Government, application number B-94-UC-48-0004, which has been approved by the U. S. Government through the U. S. Department of Housing and Urban Development:

WHEREAS, the City did agree to co-operate to be included in the grant application; and,

WHEREAS, included in the approved grant application for Phase 3 of the construction of a sidewalk and drainage project along Collins Street from Preston Street north to city limit line for a total cost of \$139,000.00, hereinafter referred to as the "Project"; and,

WHEREAS, the County is the grantee named in the grant charged with compliance of the federal laws, rules, and regulations relating to the expenditure of funds received from the U. S. Government pursuant to the approved Community Development Block Grant application; and,

WHEREAS, the City is not familiar with such federal laws, rules, and regulations relating to the expenditure of U. S. Government funds under the Community Development Block Grant application; and,

WHEREAS, the County desires to assure compliance with such laws, rules, and regulations relating to the expenditure of funds under the Community Development Block Grant application; and,

WHEREAS, the County and City mutually agree as to the need to expedite this project as quickly as possible;

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

I.

SCOPE OF AGREEMENT

The County and City agree to construct the Project in accordance with the guidelines, rules, and regulations required by the U. S. Department of Housing and Urban Development, hereinafter referred to as "HUD".

II.

DUTIES OF THE COUNTY AND CITY

Within thirty (30) days after the approval of said Agreement, the City shall receive proposals for the design of the Project. Within ten (10) days after the receipt of the proposals, the City will recommend to the County a firm to design the Project. Within five (5) days after the receipt of a recommendation, the County will issue the City a notice to proceed or not to proceed. Within ten (10) days after the receipt of the notice to proceed, the City will award the contract for project design. If a notice not to proceed is issued by the County, the City shall recommend another firm to the County.

Preliminary plans and specifications shall be submitted to the County to review for compliance with project scope, estimated cost and constructibility. Comments will be forwarded to the City for incorporation into the final plans and specifications. Final plans and specifications shall be submitted to the County to ensure compliance with HUD/County technical requirements.

The City shall be responsible for the administration of the construction contracts, with the County approving the award of the bid. The City shall, at its own expense, furnish the necessary inspection personnel to assure itself of compliance with the Agreement. The County shall periodically inspect the Project during construction. The County shall fund the Project as set forth in this Agreement.

Within one hundred (100) days after the date this Agreement is executed by both parties, the City will submit the preliminary plans and specifications for the Project to the County for the County's review and comments. The County shall review the preliminary plans and specifications and return them to the City with comments within ten (10) days. Final plans and specifications shall be returned to the County within fifteen (15) days.

Within thirty (30) days after approval by the County of final plans and specifications, the City will advertise for and receive bids for the construction of the Project in accordance with the approved plans and specifications in the manner similar to that of other City projects.

Upon receipt and tabulation of the bids for the Project, City will determine the lowest and best bid for the construction of the Project. In the event the lowest and best bid for the

construction of the Project is an amount that would result in the cost of the Project being equal to or less than the sum of \$115,000.00, City will notify County of the amount of the lowest and best bid for the Project. Upon such notification to the County, the County will transmit to the City written notice to proceed.

In the event the lowest and best bid for the construction of the Project is an amount in excess of the sum of \$115,000.00, then the County shall have the following four (4) options:

1. The County may agree to use those Community Development Block Grant funds designated as contingency to fund the construction costs to meet the lowest and best bid received by the City. If the County agrees to use contingency funds to meet the lowest and best bid, the County will transmit to the City written notice to proceed; or
2. The City shall notify the County of the bid. The County shall undertake to negotiate with the City for the City to agree in writing to pay the additional costs of the Project. In the event the City agrees in writing to pay the additional costs, the County will notify the City to proceed to let the contract and continue with the construction of the Project. If the City fails to agree in writing to pay said additional costs and County fails to use contingency funds, the City, with written approval of the Director of the Fort Bend County Community Development Department, may reject all bids and elect not to proceed with the letting of the contract. The Project shall be terminated without any further obligations to County; or
3. The City shall notify the County of the bid and undertake to negotiate with the County for the County to agree in writing to reduce or delete specific items in the bid proposal so that bids will be within the amount of available construction funds. In the event the County agrees in writing to reduce or delete items in the bid proposal, the City will re-bid the Project and proceed as if it were the original bid; or
4. The City, with the written approval of the Director of the Fort Bend County Community Development Department, may reject all bids and elect not to proceed with the letting of the contract and terminate the Project without any further obligations to the County.

The City and the County, through its Community Development Department Director, may by prior written agreement mutually agree to re-allocate the funds among the various line items of the budget or to new line items created in the budget.

III.

PROJECT COSTS

For and in consideration of the construction of the Project as herein set forth, the County agrees to fund project costs not to exceed the total sum of One Hundred Thirty-Nine Thousand and No/100 Dollars (\$139,000.00) as set forth in the Budget for CDBG Funds, " which shall be in full and total compensation for payment of all expenses allowed under this Agreement and the Grant Agreement with HUD.

Budget for CDBG Funds

Construction	\$115,000.00
Engineering and Surveying	13,000.00
Contingency	<u>11,000.00</u>
Total CDBG Funds	<u>\$139,000.00</u>

The County shall not be liable for the payment of expenses or costs which are not allowable under the terms of this Agreement and the Grant Agreement with HUD.

IV.

PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed One Hundred Thirty-Nine Thousand and No/100 Dollars (\$139,000.00). Drawdowns for the payment of eligible expenses shall be made to the City on a monthly basis against the budget specified herein and in accordance with performance. City shall submit an invoice on or before the fifteenth day of the month for construction work completed during the preceding month. Such invoices shall include any other documentation requested by the County. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

IV.

SOURCE OF FUNDING

The County has no County funds for the costs of goods and services to be rendered under this Agreement. It is expressly agreed and understood that this Agreement is predicated upon and conditioned on the County receiving funds for the purpose of paying the entire obligation of the County under this Agreement from funds to be received from the U. S. Department of Housing and Urban Development, by virtue of Grant No. B-94-UC-48-0004, entitled

Community Development Block Grant. Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the County under the terms and provisions of this Agreement shall not exceed \$139,000.00 or the amount actually received by the County from HUD pursuant to the Block Grant.

The City admits knowledge of the fact that the County's obligation hereunder for payment of compensation and costs, if any, is limited to Federal funds received pursuant to the Grant Agreement in connection with the Community Development Block Grant Program of the U. S. Department of Housing and Urban Development, and that unless and until adequate funds have been received by the County under the Grant Agreement to pay the City's compensation and expense reimbursement, the County shall have no obligation to the City.

V.

AGREEMENT DOCUMENTS

This Agreement includes the following exhibits and such exhibits are attached hereto and made a part hereof for all purposes:

- Exhibit A - CDBG Program Requirements
- Exhibit B - Certification for Contracts, Grants,
Loans and Cooperative Agreements
- Exhibit C - Guidelines for Entity Design Bidding and
Administration of Construction Projects

This Agreement and the attached exhibits represent the entire Agreement between the County and the City, and there are no other effective agreements, representations or warranties between the County and the City that are not contained in the Agreement Documents.

VI.

NOTICE

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the County, then to:

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

If to the City, then to:

Honorable Mayor and City Commission
City of Richmond
402 Morton Street
Richmond, Texas 77469

Each party shall have the right, from time to time at any time, to change its respective address and each shall have the right to specify as its new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

VII.

RIGHTS OF TERMINATION

The City or the County, by and through its Director of the Fort Bend County Community Development Department, may terminate this Agreement without cause at any time by giving thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

- a. It has on the ____ day of _____, 1994, been executed by the County Judge of Fort Bend County, on behalf of the County pursuant to an Order of the Commissioners Court of the County so authorizing.
- b. It has on the 13 day of December, 1994, been executed by the Mayor and attested to by the City Secretary on behalf of the City pursuant to an Ordinance so authorizing.

FORT BEND COUNTY

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

By Roy Cordes, Jr.
ROY L. CORDES, JR.
County Judge

CITY OF RICHMOND

ATTEST:

Mona Matak
Mona Matak
City Secretary

By Thelmar M. Moore
MAYOR

APPROVED AS TO FORM:

B. W. Childers
BEN W. "BUD" CHILDERS
County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 139,000.00 to pay the obligation of Fort Bend County under and within the foregoing Agreement.

Robert Grayless
Robert Grayless, Auditor

ORDER AUTHORIZING AGREEMENT BETWEEN
FORT BEND COUNTY AND THE CITY OF RICHMOND.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

On this the 20 day of December, 1994, at a regular meeting of Commissioners Court sitting as the governing body of Fort Bend County, Texas, upon motion of Commissioner Prestage, seconded by Commissioner D'Shields, duly put and carried,

IT IS ORDERED that Fort Bend County enter into an interlocal agreement with the City of Richmond for Phase 3 of the construction of a sidewalk and drainage project along Collins Street from Preston north to the city limit line for the total cost of \$139,000.00, in the City of Richmond using Community Development Block Grant funds, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Cont8St

EXHIBIT A

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM REQUIREMENTS

I.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title 24 Code of Federal Regulations Part 1. In accordance with the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Contractor receives Federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure is thereon provided or improved with the aid of Federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. The Contractor will further comply with federal regulations, 24 CFR Part 1, which implement the Act.

II.

EXECUTIVE ORDER 11063

The Contractor shall comply with Executive Order 11063 as amended by Executive Order 12259 and as contained in 24 CFR Part 107. Contractor will take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal Government.

III.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 as contained in 24 CFR Part 570.602 issued pursuant to Section 109. No person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits

of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds. "Program activity" is defined as any function conducted by an identifiable administrative unit of the County, or by any unit of government, subrecipient (Contractor), or private contractor receiving community development funds or loans from the County. "Funded in whole or in part with community development funds" means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans which have been transferred by the County or subrecipient (Contractor) to an identifiable administrative unit and disbursed in program or activity. Specific discriminatory actions prohibited and corrective actions are described in 24 CFR 570.602(b).

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C.A. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794). shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act. HUD regulations implementing the Age Discrimination Act are contained in 24 CFR Part 146 and the regulations implementing section 504 are contained in 24 CFR Part 8.

IV.

EXECUTIVE ORDER 11246

The Contractor shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts.

Contractor agrees that contractors and subcontractors on Federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

V.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 USC 1701u)

- A. The Contractor shall to the greatest extent feasible, give opportunities for training and employment to lower income residents of the County and shall award contracts for work in connection with the Project to business concerns which are located in or owned in substantial part by persons residing in the county.
- B. The Contractor shall include the phrase in paragraph A in all contracts for work in connection with this project.

VI.

USE OF DEBARRED SUSPENDED OR INELIGIBLE CONTRACTORS

The Contractor shall not use assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension or placement in ineligibility status under provisions of 24 CFR Part 24.

VII.

UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

The Contractor and its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;" and OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations". The applicable sections of 24 CFR Part 85 are set forth at 570.502.

VIII.

CONFLICT OF INTEREST

A. No member of or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit direct or indirect which arises from this Agreement.

B. In accordance with 24 CFR Part 570.611, no persons described in paragraph C who exercise or have exercised any functions with respect to CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to CDBG activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

C. The requirements of paragraph B apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, Contractor, and of any designated public agency, or subrecipient under 24 CFR Section 570.20 which receives funds under the CDBG grant agreement with HUD.

IX.

RECORDS FOR AUDIT PURPOSES

Without limitation to any other provision of this Agreement the Contractor shall maintain all records concerning the Project which the County reasonably requires for three years from the expiration date of the Agreement unless a longer period is required under Title 24, Code of Federal Regulations 570.510. The Contractor shall maintain records required by 24 CFR Section 135.120 for the period that HUD requires the records to be maintained. The Contractor will give the County, HUD, the Comptroller General of the United States, the General Accounting Office or any of their authorized representative access to and the right to examine, copy or reproduce all records pertaining to the acquisition and construction of the Project and the operation of the Project. The right to access shall continue as long as the records are required to be maintained.

exhibita

EXHIBIT "B"

Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. for each such failure.

Executed this 13th date of December, 1994.

By Hilmar G. Moore
(signature)
Hilmar G. Moore
(typed or printed name)
Mayor, City of Richmond
(title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
(type and identity of program, project or activity)

EXHIBIT C**GUIDELINES FOR
ENTITY DESIGN, BIDDING AND ADMINISTRATION
OF CONSTRUCTION PROJECTS**

November, 1994

These guidelines are intended to assist those public entities receiving Fort Bend County Community Development Block Grant Funds. The guidelines will facilitate the entity's understanding and compliance with applicable federal and county regulations, policies and processes where the entity is responsible for the design, bidding, and construction administration phases of a project. If clarification is needed, call Lisa Crain, Project Coordinator, Fort Bend County Community Development Department (CDD), (713) 341-4410.

1. The entity must submit the proposed consultant's SF 254 and 255 qualifications statements and professional liability insurance certification for approval prior to commissioning the consultant.
2. Upon approval by CDD the entity may retain consultant services.
3. The schematic design must be within the previously approved project scope.
4. Preliminary plans and outline specifications shall be submitted to CDD to review for compliance with project scope, estimated cost and constructibility. Comments will be returned to the consultant for incorporation into the final plans. Final plans will be submitted to the County and will be reviewed to ensure compliance with HUD/County technical requirements and to insert County-related documents. Corrections and comments will be returned to the consultant for revisions. Final documents must be approved by CDD.
5. Prior to award of contract, CDD and the County Engineer's Office will review the bid documents, the bidder's qualification statements, minority business plan and financial statements to ensure that the contractor has a good contracting record, adequate capitalization and/or equipment, etc., to successfully complete the project, meets minority participation goals and that the bidder has not been debarred by HUD from working on federal contracts.
6. The Entity shall conduct a prebid meeting (if necessary) and a preconstruction conference with the contractor(s), consultant, and CDD representatives in attendance.
7. Inspection will be the responsibility of the Entity. The County Engineer will periodically inspect construction.

8. The Entity will be responsible for preparing monthly pay estimates. Preparation will consist of a site meeting with the Entity and/or consultant and the contractor's representative to accurately determine the percentage completion of various components of the work and time used. The monthly estimate is based on a previously submitted and approved schedule of values. Upon completion of the final draft of each monthly estimate, the consultant will be required to sign same. The estimates will then be reviewed by the County Engineer and processed through CDD, County Auditor and the County Treasurer.
9. All requests for changes in contract will be processed by the Entity. All change requests must be within the original scope of work and be approved by CDD prior to processing. No person will have authority to verbally alter, modify, expand or reduce the requirements of the drawings or specifications. All modifications affecting cost, scope, quality or time shall be made part of the contract by a "Change-In-Contract" approved by the Entity. All change orders required due to errors and/or omissions by the consultant will be paid for by the Entity. Total aggregate Changes In Contract will not exceed twenty-five percent (25%) of the original contract amount.
10. CDD will review all payrolls and conduct working interviews and will hold the general contractor responsible for compliance with labor, EEO and minority business requirements.

ExCGEDBA

APPENDIX 1

I. PROCEDURES FOR SUBMITTING ENGINEERING PROPOSALS

Fort Bend County's Community Development Department requires that engineering firms submitting qualification statements do so in the manner prescribed below. This information should substantiate the capacity and ability of the firm and its staff to perform this type of engineering work. It is also important to list projects completed of a similar nature that demonstrate this capability. Any proposal submitted without all of the information requested below will be considered as non-responsive.

- A. Submit one (1) copy of information on the firm in the form of a corporate resume, including SF 254 and SF 255 Forms.
- *B. Submit one (1) copy of current project activities of a similar nature being undertaken by your firm (including dollar amount and contact persons).
- *C. Submit any other pertinent information on the firm's ability to carry out the contractual responsibilities; including such things as equipment, use of sub-contracts, special knowledge of the project area or activity being considered.
- *D. Provide a list of persons, and their classification, who will be assigned to this job and a breakdown of projected hours by classification, person, race, and sex. (As underlined data is not normally found in SF 254/255 forms, it should be provided separately.)
- *E. Provide a resume of all employees who will be assigned to this project, including a listing of projects having similar work.
- F. Provide a detailed scope of work on how you propose to handle this type of construction, and an hourly estimate for each phase of the work. The scope of work should contain categories for initial site investigation, submission of preliminary plan (construction drawings) for review, correction of revisions which result from said review, technical specifications, easement drawings/legal descriptions, and meetings as may be required.
- G. Provide a list of subcontractors to be employed (if known) and whether these firms are minority or female owned.
- H. Submit one (1) copy of the Proposal Summary (Appendix 2).
- I. Submit one (1) copy of the Certification for Contracts, Grants, Loans and Cooperative Agreements (Appendix 3).

APPENDIX 3

Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ date of _____, 19____.

By _____
(signature)

(typed or printed name)

(title, if any)

Covered Action: _____
(type and identity of program, project or activity)

EXCGEDBA

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

NOVEMBER, 1994 BILLS

<i>Don L. Russell, Director Fees</i>	<i>100.00</i>
<i>Paul J. Council, Director Fees</i>	<i>150.00</i>
<i>A.J. Colbert, Director Fees</i>	<i>50.00</i>
<i>Rick Zapalac, Director Fees</i>	<i>100.00</i>
<i>Jim Condrey, Director Fees</i>	<i>100.00</i>
<i>Rust Lichliter/Jameson, Oct. Inv.</i>	<i>11,027.22</i>
<i>Gayle G. Kennedy, Ser. & Exp. for Nov.</i>	<i>1,029.00</i>
<i>Osenbaugh & Associates</i>	<i>3,150.00</i>
<i>Osenbaugh & Associates</i>	<i>5,825.00</i>
<i>Womack Reporting Service</i>	<i>1,236.48</i>
<i>Womack Reporting Service</i>	<i>1,298.80</i>
<i>Womack Reporting Service</i>	<i>151.31</i>
<i>R.L. "Tiny" Gaston</i>	<i>900.00</i>
<i>Vinson & Elkins, L.L.P.</i>	<i><u>22,017.07</u></i>
<i>Total</i>	<i>47,134.88</i>

Fort Bend Flood Control Water Supply Corporation
Fort Bend County, Texas

December 1, 1994

Ms. Norma Landry
Fort Bend County Judge's Office
500 Jackson
Jane Long Building, Room 103
Richmond, Texas 77469

Re: Fort Bend Flood Control Corporation; Agenda Items

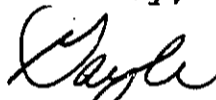
Dear Ms. Landry:

Please add the following items to the agenda for the Commissioners' Court Meeting on December 13, 1994:

1. Approve payment of bills.

Please call me at 960-1663 if you have any questions.

Yours truly,



Gayle Kennedy
Administrative Assistant

Enclosure

cc: Mr. Joe B. Allen (w/encl.)
Mr. Bud Childers/County Attorney (w/encl.)
Ms. Kathy Hynson/County Treasurer (w/encl.)
Mr. Dan Gerken, P.E. (w/encl.)
Mr. Paul Lippke (w/encl.)
Mr. Tom Moody (w/encl.)

REQUISITION CERTIFICATE NO. 743

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to Don L. Russell \$ 100.00
for Directors fees for attending 2 meetings @ \$50.00 per meeting.

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

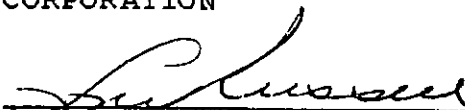
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ One Hundred dollars and
no/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION



Don L. Russell, Authorized
Representative

Date 11/30/94

REQUISITION CERTIFICATE NO. 744

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to Paul J. Council \$ 150.00
for Directors fees for attending 3 meetings @ \$50.00 per meeting.

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

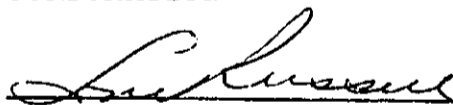
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ One hundred, fifty dollars and no/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION



Don L. Russell, Authorized
Representative

Date 11/30/94

AS PER ORIGINAL

REQUISITION CERTIFICATE NO. 745

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to A. J. Colbert \$ 50.00
for Directors fees for attending 1 meeting @ \$50.00 per meeting.

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

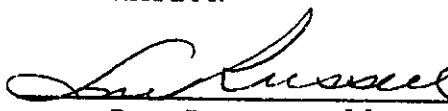
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Fifty dollars and
no/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION



Don L. Russell, Authorized Representative

Date 11/30/94

AS PER ORIGINAL

REQUISITION CERTIFICATE NO. 746

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to Rick Zapalac \$ 100.00
for Directors fees for attending 2 meetings @ \$50.00 per meeting.

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

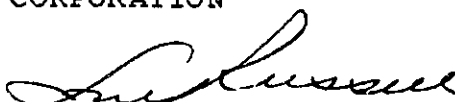
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ One hundred dollars and no/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION



Don L. Russell, Authorized
Representative

Date

11/30/94

AS PER ORIGINAL

REQUISITION CERTIFICATE NO. 747

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to Jim Condrey \$ 100.00
for Directors fees for attending 2 meetings @ \$ 50.00 per meeting.

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

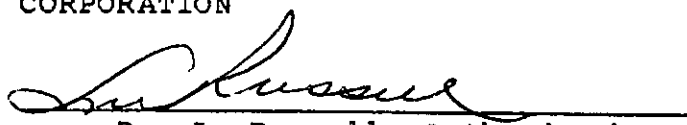
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ One Hundred dollars and no/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION


Don L. Russell, Authorized
Representative

Date 11/30/94

REQUISITION CERTIFICATE NO. 748

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to Rust Lichliter/Jameson \$ 11,027.22

for October Invoice

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

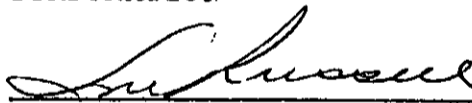
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Eleven thousand, twenty-nine dollars and 22/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION



Don L. Russell, Authorized
Representative

Date

11/30/94

REQUISITION CERTIFICATE NO. 749

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to Gayle G. Kennedy \$1,029.00
for Services and expenses for the month of November.

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

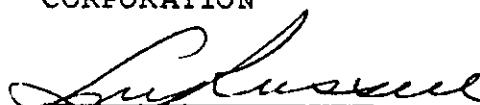
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ One thousand, twenty-nine dollars and 00/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION



Don L. Russell, Authorized
Representative

Date 11/30/94

REQUISITION CERTIFICATE NO. 750

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to Osenbaugh & Associates \$ 3,150.00
for Preparation and Testimony for Condemnation hearings for Tracts 38, 49 and 50

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

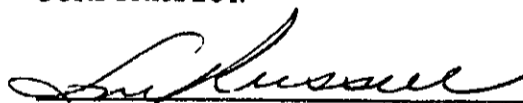
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Three thousand, one hundred and fifty dollars and 00/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION



Don L. Russell, Authorized
Representative

Date 11/30/94

AS PER ORIGINAL

REQUISITION CERTIFICATE NO. 751

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to Osenbaugh & Associates \$ 5,825.00
for Preparation and Testimony for Condemnation hearings for Tracts 42, 46
and 46A

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;


(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Five thousand, eight hundred and twenty-five dollars and 00/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION



Don L. Russell, Authorized
Representative

Date 11/30/94

REQUISITION CERTIFICATE NO. 752

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to Wcmack Reporting Services \$1,236.48
for Condemnation proceedings taken for Tracts 38, 49 and 50

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ One thousand, two hundred, thirty-six dollars and 48/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION



Don L. Russell, Authorized
Representative

Date 11/30/94

REQUISITION CERTIFICATE NO. 753 AS PER ORIGINAL

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to Womack Reporting Services \$1,298.80
for Condemnation proceedings taken for Tracts 42, 46 and 46A

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

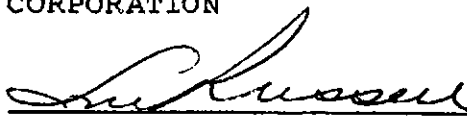
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ One thousand, two hundred, ninety-eight dollars and 80/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION



Don L. Russell, Authorized
Representative

Date 11/30/94

REQUISITION CERTIFICATE NO. 754

AS PER ORIGINAL

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to Womack Reporting Services \$151.31
for Condemnation proceedings taken for Tracts 19A

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

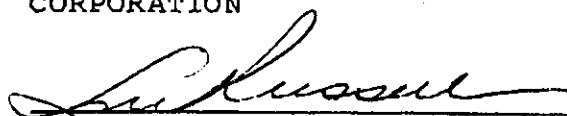
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ One hundred, fifty-one dollars and 31/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION



Don L. Russell, Authorized
Representative

Date 11/30/94

REQUISITION CERTIFICATE NO. 755

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to R.L. "Tiny" Gaston \$ 900.00
for Service of 18 papers for condemnation of tracts 42-46

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

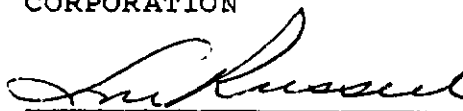
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Nine hundred dollars
and 00/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon:

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION



Don L. Russell, Authorized
Representative

Date 11/30/94

REQUISITION CERTIFICATE NO. 756

AS PER ORIGINAL

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of:

to Vinson & Elkins L.L.P. \$ 22,017.07
for Services and Expenses for July, 1994

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

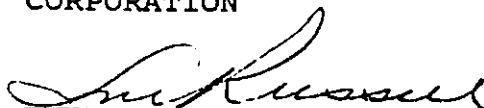
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Twenty-two thousand,

seventeen dollars and 07/100.
for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION



Don L. Russell, Authorized
Representative

Date 11/30/94

15

RESOLUTION NUMBER _____

A RESOLUTION BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT REQUEST TO THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR THE FUNDING TO THE COUNTY OF FORT BEND, TEXAS FOR A PROGRAM KNOWN AS "SHERIFF'S DEPARTMENT GANG INTERVENTION UNIT."

WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels that addition of the program known as the SHERIFF'S DEPARTMENT GANG INTERVENTION UNIT, will materially enhance the administration of justice in the County of Fort Bend, Texas, for all crime victims; and

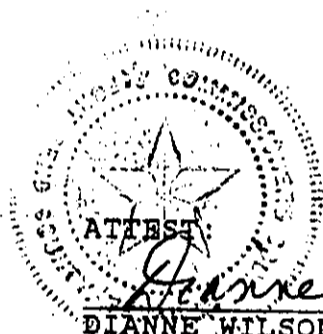
WHEREAS, the opportunity exists to fund vital parts of this program through the Office of the Governor of the State of Texas, Criminal Justice Division;

NOW, THEREFORE BE IT RESOLVED, by the Commissioners Court of the County of Fort Bend, Texas, that the County submit a grant request to the Office of the Governor of Texas, Criminal Justice Division, to assist in the funding of the program of SHERIFF'S DEPARTMENT GANG INTERVENTION UNIT.

PASSED AND APPROVED, this 20 day of Dec., 1994.

COUNTY OF FORT BEND, TEXAS

Roy Cordes
ROY L. CORDES, COUNTY JUDGE



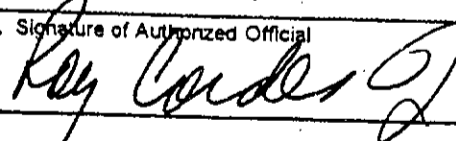
Dianne Wilson
DIANNE WILSON, COUNTY CLERK

I, Dianne Wilson, County Clerk for the County of Fort Bend, Texas, do hereby certify this to be a true and exact copy of the County of Fort Bend, Resolution Number _____ adopted by the Fort Bend County COMMISSIONERS, _____

OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION

89 0480

AS PER ORIGINAL

1. For CJD Use Only		3. a. Date Submitted 1/20/95	b. Applicant Identifier														
2. Federal/State Program Classification: (For CJD Use Only):		4. a. Date Received by State/COG	b. State Application Identifier														
5. Applicant Information																	
a. Legal Name: Fort Bend County		c. Organizational Unit Sheriff's Department															
b. Address (give street or P. O. Box, city, state, and zip code) Fort Bend County 1410 Ransom Road Richmond, Texas 77469		d. Name, telephone, and fax number of the person to be contacted concerning this application (give area code). Lieutenant Mike Lorenz (713) 341-4684 FAX (713) 341-4696															
6. State Payee Identification Number 74-600-1969		7. Type of Applicant (enter the appropriate letter in box)															
8. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation If continuation, enter year of funding <u>3rd</u>		<table border="0"> <tr> <td>A. State</td> <td>H. Independent School District</td> </tr> <tr> <td>B. County</td> <td>I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>C. Municipal</td> <td>J. Private University</td> </tr> <tr> <td>D. Township</td> <td>K. Indian Tribe</td> </tr> <tr> <td>E. Interstate</td> <td>L. Individual</td> </tr> <tr> <td>F. Intermunicipal</td> <td>M. Private Nonprofit Corporation</td> </tr> <tr> <td>G. Special District</td> <td>N. Other (specify):</td> </tr> </table>		A. State	H. Independent School District	B. County	I. State Controlled Institution of Higher Learning	C. Municipal	J. Private University	D. Township	K. Indian Tribe	E. Interstate	L. Individual	F. Intermunicipal	M. Private Nonprofit Corporation	G. Special District	N. Other (specify):
A. State	H. Independent School District																
B. County	I. State Controlled Institution of Higher Learning																
C. Municipal	J. Private University																
D. Township	K. Indian Tribe																
E. Interstate	L. Individual																
F. Intermunicipal	M. Private Nonprofit Corporation																
G. Special District	N. Other (specify):																
10. If Application for Federal Funds: Check Catalog of Federal Domestic Assistance Number: (only one) <input type="checkbox"/> 18.540—Juvenile Justice & Delinquency Prevention Act <input type="checkbox"/> 18.575—Victims of Crime Act <input type="checkbox"/> 18.579—Texas Narcotics Control Program <input type="checkbox"/> 18.580—High Intensity Drug Trafficking Program		9. Name of Grantor Agency: Office of the Governor, Criminal Justice Division P. O. Box 12428 Austin, Texas 78711															
12. Title of Project: Fort Bend County Sheriff's Department Gang Intervention Unit		11. Geographic Areas of Project Activities (Cities and Counties) Fort Bend County, including the Cities of Sugar Land, Stafford, Missouri City, Richmond and Rosenberg															
14. If Application for State Funds:		13. Proposed Project:															
a. Check appropriate fund: (only one) <input checked="" type="checkbox"/> 421 Fund <input type="checkbox"/> Crime Stoppers Assistance Fund <input type="checkbox"/> Other Fund		a. Start Date: 9/1/95															
b. If 421 Fund, check priority: (only one) <input type="checkbox"/> C.J. Planning <input type="checkbox"/> Law Enforcement Training <input type="checkbox"/> Violent Crime <input type="checkbox"/> Drugs <input checked="" type="checkbox"/> Gangs <input type="checkbox"/> Victims		b. Ending Date: 8/31/96															
15. Requested Funding:		c. Check One: <input type="checkbox"/> Juvenile <input checked="" type="checkbox"/> Non-juvenile															
a. Federal Grant Funds (CJD)	\$.00	16. Is application subject to review by state executive order 12372 process? <input checked="" type="checkbox"/> YES, this application was provided to the Texas Review and Comment System (TRACS) for review on <u>1/20/95</u> (date) <input type="checkbox"/> Program is not covered by E. O. 12372 <input type="checkbox"/> Program has not been selected by state for review															
b. State Grant Funds (CJD)	\$ 43,488.00																
c. Cash Match	\$ 27,905.00																
d. In-Kind (VOCA & Title V Only)	\$.00																
e. TOTAL	\$ 71,393.00																
17. Is the applicant delinquent on any federal debt? <input type="checkbox"/> YES If "Yes" attach an explanation <input checked="" type="checkbox"/> NO																	
18. To the best of my knowledge and belief, all data in this application is 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 awarded.																	
a. Typed Name of Authorized Official Roy L. Cordes, Jr.		b. Title County Judge	c. Telephone Number (713) 341-8608														
d. Signature of Authorized Official 		e. Date Signed 1/20-94															

CJD-1

Issued 10/94

PROJECT SUMMARY

89 0481

AS PER ORIGINAL

This section must include a brief description (not exceeding one page) of the proposed project. You must use at least a 10 or 12 pitch or point type.

The Fort Bend County Sheriff's Department Gang Unit shall be comprised of three Investigators and one Secretary, whose sole function shall be to reduce criminal adult and juvenile gang activity in Fort Bend County. The additional Investigator and the Secretary will be added during 1995 **at local expense**, in view of the need to bolster this critical unit. The unit, in cooperation with the Fort Bend Independent School District, Sugar Land, Stafford, Missouri City, Richmond, Rosenberg and Houston Police Departments and Harris County Sheriff's Department, shall share information on gang identification, membership and criminal activity.

Additionally, the unit shall elicit assistance from parents/guardians of known gang members as well as school authorities, where appropriate, in the effort to reduce criminal gang membership.

The unit shall target, investigate, conduct surveillance, and charge gang leaders and criminally active gang members. With the cooperative effort of the Fort Bend County District Attorney's Office, those gang leaders and members charged with criminal acts shall receive special prosecutive attention.

Through such a program, the unit shall first identify the criminally active gang members; thereafter attempt to extricate such members from their gangs through existing family and/or school structure; and finally target, investigate and charge those gang members who continue to pursue criminal activity.

BUDGET INFORMATION

Section A—Budget Summary						
Line	Schedule	Budget Categories	(1) CJD Funds	(2) Cash Match	(3) In-Kind Match <small>(For VOCA and Title V Use Only)</small>	(4) Total
1.	A.	Personnel (Salaries)	\$ 31,636.	\$ 21,092.	\$	\$ 52,728.
2.	A.	Personnel (Fringe Benefits)	10,220.	6,813.		17,033.
3.	B.	Contractual				
4.	C.	Travel				
5.	D.	Equipment				
6.	E.	Reserved for Future Use				
7.	F.	Supplies & Direct Operating Expenses				
8.		Total Direct Charges <small>(Sum of 1-7)</small>	41,856.	27,905.		69,761.
9.	G.	Indirect Costs	1,632.			1,632.
10.		Totals <small>(Sum of 8-9)</small>	\$ 43,488.	\$ 27,905.	\$	\$ 71,393.
11.		Program Income				\$ 000.

Section B—Cash Match*		Section C—Program Income	
Enter separately each source of matching funds and the amounts. Total must agree with Line 10, Column 2 above.		Total must agree with Line 11, Column 4 above.	
Source	Amount	Source	Amount
Fort Bend County	27,905.	None	000.

* Applicant must disclose the source of cash match if any.

SCHEDULE A

PERSONNEL

1. Direct Salaries

Title or Position ¹	% of Time ²	(1)	(2)	(3)
		CJD Funds	Cash Match	TOTAL ³
(A) Investigator-Gang Intervention Unit	100%	\$ 15,818.	\$ 10,546.	\$ 26,364.
(B) Investigator-Gang Intervention Unit	100%	15,818.	10,546.	26,364.
(C)				
(D)				
(E)				
(F)				
(G)				
(H)				
TOTAL Direct Salaries	100%	\$ 31,636.	\$ 21,092.	\$ 52,728.

2. Fringe Benefits

	% or \$ Rate			
FICA & Medicare	@ 7.65%	\$ 2,420.	\$ 1,614.	\$ 4,034.
Retirement	@ 7.0%	2,215.	1,476.	3,691.
Insurance (Life & Health)	@ 3900. per year	4,680.	3,120.	7,800.
Workers' Compensation	@ 2.75%	870.	580.	1,450.
Unemployment Insurance	@ .11%	35.	23.	58.
Other (Explain)				
TOTAL Fringe Benefits		\$ 10,220.	\$ 6,813.	\$ 17,033.
TOTAL PERSONNEL BUDGET		\$ 41,856.	\$ 27,905.	\$ 69,761.

1. Include only one position per line. Attach a description of the duties or responsibilities of each position.
2. Express as a percent of total time. (40 hours per week)
3. Should reflect employee's gross salary attributable to the project. If applying for continuation funding, justify any salary increase that is more than five percent over the previous year.

**DUTIES AND RESPONSIBILITIES OF INVESTIGATORS AND SECRETARY
ASSIGNED TO THE GANG UNIT**

Investigators assigned to the Fort Bend County Sheriff's Gang Unit shall be responsible for gathering information relating to the identity, organizational structure, criminal activities, areas of operation and membership of criminally active adult and juvenile gangs operating within Fort Bend County. This information shall be shared with Law Enforcement agencies which have similar interests.

The Investigators shall identify gang leaders and criminally active gang members, and elicit cooperation from their parents/guardians and school authorities in separating them from their gang associations. In addition to direct intervention, the Investigators shall make public awareness presentations at schools and public forums.

The Investigators shall, in close cooperation with area Law Enforcement agencies, target those gang leaders and criminally active gang members who persist in such activity, for criminal investigation and enhanced prosecution.

The Secretary of the Gang Unit shall maintain the records of the Unit, enter data into the computer databases assigned to the Unit, disseminate information to Law Enforcement agencies and insure the integrity of such information throughout the process. The Secretary shall assist the Investigators within the Gang Unit in research, as requested.

It should be noted that Fort Bend County, in recognition of the criminal gang activity in this County and adjoining Harris County, have elected to add one Investigator and one Secretary to the existing Unit **at local expense**. Additionally, the positions of the two Deputies on this grant have been upgraded to Investigators, **at local expense**.

CJD-4a

Office of the Governor
Criminal Justice Division

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

Description of Service	(1)	(2)	(3)
	CJD Funds	Cash Match	TOTAL
(A)	\$	\$	\$
(B)			
(C)			
(D)			
(E)			
(F)			
(G)			
(H)			
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES	\$	\$	\$

REQUIRED BUDGET NARRATIVE: Briefly describe and justify any anticipated contractual arrangement and work products expected. Describe basis for arriving at the cost of each line item. Professional services (such as consultants, trainers, counselors, etc.) should be described by type of service, number of hours, rate per hour, and travel costs, if any. Use additional pages as needed.

SCHEDULE C

TRAVEL/TRAINING

1. Local Travel

Title or Position	Miles Traveled Annually/\$Rate	(1)	(2)	(3)
		CJD Funds	Cash Match	TOTAL
(A)		\$	\$	\$
(B)				
(C)				
(D)				
(E)				
(F)				
(G)				
(H)				
LOCAL TRAVEL TOTAL		\$	\$	\$

2. In-State Travel (Specify clearly and use continuation pages if necessary)

Purpose	Destination	CJD Funds	Cash Match	TOTAL
		\$	\$	\$
IN-STATE TRAVEL TOTAL		\$	\$	\$

3. Out-of-State Travel (Specify clearly and use continuation pages if necessary)

Purpose	Destination	CJD Funds	Cash Match	TOTAL
		\$	\$	\$
OUT-OF-STATE TOTAL		\$	\$	\$

TOTAL TRAVEL BUDGET	\$	\$	\$
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NOTE: When personally owned vehicles are used for travel, transportation costs are shown on Schedule C. When agency or leased vehicles are used, the vehicle operation/maintenance costs should be shown on Schedule F, "Supplies and Direct Operating Expenses." Tuition for training courses should be listed as supplies in Schedule F.

SCHEDULE C (Continued)

REQUIRED BUDGET NARRATIVE: Briefly describe the applicant's travel policy (i.e. mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and of per diem.

Office of the Governor
Criminal Justice Division

SCHEDULE D

EQUIPMENT PURCHASES

	(1)	(2)	(3)
Equipment Name or Description and Quantity (Do Not List Brand Names)	CJD Funds	Cash Match	TOTAL
(A)	\$	\$	\$
(B)			
(C)			
(D)			
(E)			
(F)			
(G)			
(H)			
TOTAL EQUIPMENT PURCHASES	\$	\$	\$

REQUIRED BUDGET NARRATIVE: Describe the basis for arriving at the cost of each line item. Provide justification and explanation of use. Use additional pages as needed.

SCHEDULE E

Reserved for Future Use

Office of the Governor
Criminal Justice Division

SCHEDULE F

SUPPLIES AND DIRECT OPERATING EXPENSES

Directly Charged Supplies and Other Operating Expenses	(1)	(2)	(3)
	CJD Funds	Cash Match	TOTAL
(A)	\$	\$	\$
(B)			
(C)			
(D)			
(E)			
(F)			
(G)			
(H)			
(I)			
(J)			
(K)			
(L)			
TOTAL SUPPLIES AND DIRECT OPERATING EXPENSES	\$	\$	\$

REQUIRED BUDGET NARRATIVE: Describe the basis for arriving at the cost of each line item and justification for requesting each item. Use additional pages as needed.

Office of the Governor
Criminal Justice Division

SCHEDULE G

INDIRECT COSTS

	(1)	(2)	(3)
Indirect Costs	CJD Funds	Cash Match	TOTAL
(A) Indirect Costs Per Approved Cost Allocation Plan	\$	\$	\$
(B) Indirect Costs Per CJD Computation Table	\$ 1,632.	\$ 000.	\$ 1,632.

REQUIRED NARRATIVE: If Method (A) is used, specify the rate and attach a copy of the document by which the current cost allocation plan was approved.

NOTE: Indirect Costs are authorized in an amount not to exceed the computation table located in Section 2 of the Grant Application and Administration Guidelines, or as authorized by the applicant's approved cost allocation plan.

Program Narrative

Narrative is limited to one page per section. Text must be 10 or 12 pitch or point type.

1. Problem Statement

Fort Bend County continues to experience increased criminal gang activity, both from gangs within the County and those based in adjoining Harris County.

From September 1993 to September 1994 gangs were involved in twenty-seven (27) drive-by shootings in Fort Bend County. Gangs accounted for 251 violations of law which were investigated by the Gang Unit. During this time frame, one hundred sixty-eight (168) gangs have been identified by the Gang Unit with a total membership of twelve hundred eighty two (1282).

Prior to the advent of this project, there was no focused, concerted, cooperative effort to address the adult and juvenile criminal gangs operating within Fort Bend County. Additionally, no statistics had been generated on the county-wide criminal activity of gangs in Fort Bend County. Since the commencement of this project and realization of the scope of the gang problem within Fort Bend County, the city of Missouri City has sought and received funding for one gang officer. Currently, the City of Rosenberg has a Detective assigned on a part-time basis to address gangs within their jurisdiction. The Fort Bend Independent School District has one gang officer who devotes 40% of his time to gang investigation within the school district. The City of Stafford has assigned one officer to investigate gang activity in conjunction with his other duties.

There is no duplication of activities in this project, only cooperative effort on the part of the Fort Bend County Sheriff's Gang Unit and all Law Enforcement, whether assigned to gang investigations or other duties. There is more gang activity in Fort Bend County than the combined efforts of Law Enforcement can comfortably address, hence the addition of one more Gang Investigator and Secretary to the Fort Bend County Sheriff's Gang Unit, **at local expense.**

This project serves all of Fort Bend County, with a population of approximately 250,000.

The goal of this project is to reduce criminal gang membership through a focused approach, using Law Enforcement and prosecutorial efforts, combined with education and awareness presentations in cooperation with schools, the community and specific parents/guardians of identified gang members.

This project will identify leaders and criminally active members of gangs operating within Fort Bend County and will intervene with their parent/guardian to garner their assistance in dissuading the gang member from association with the gang. Additionally, the Unit will target gang leaders and criminally active gang members for investigation, apprehension and prosecution. In cooperation with the District Attorney's Office, such offenders will be vigorously prosecuted. In this manner, the leaders and prolific criminal offenders associated with criminal gangs will be a subject of focus for the Fort Bend County criminal justice system. Additionally, the Unit will compile, evaluate and share information on gang membership and activities with interested Law Enforcement agencies, so that gang eradication remains a team effort. Further, the Unit will make public awareness presentations at schools and public forums, in order to elicit the assistance of teachers, peer students and parents in discouraging gang membership. Without leaders, gangs cannot function. This approach will discourage membership or association with gangs when it becomes apparent that the gang is under intense scrutiny by Law Enforcement, and the leadership is arrested and prosecuted. Gang membership will be further discouraged when it becomes evident through peer students, teachers and parents that gang membership is a dangerous choice. Without a ready source of members, gangs cannot flourish.

The unit will consist of three Investigators and one Secretary, of which one Investigator and the Secretary will be added this year at local expense.

The target population will be the 168 identified gangs with 1282 members operating within Fort Bend County. The population served will be the approximately 250,000 citizens of Fort Bend County. The results will be the reduction in criminal activity by gangs within Fort Bend County. The applicant has capably operated this project since 9-1-93, and has operated a D.A.R.E. project for the past 4 years. This effort is jointly undertaken by the Fort Bend County Sheriff and numerous area Law Enforcement agencies, as evidenced by the attached Cooperative Working agreements. This project is innovative inasmuch as it attempts to enlist the assistance of parents/guardians and school officials in the effort to dissuade gang members from continued association with the gang. This project will demonstrate cross-cultural awareness through mandated training of Investigators assigned to the Unit, in the areas of cultural awareness, gang culture & history and Asian gang culture.

3. Evaluation Design

It is the goal of this project to reduce the criminal gang activity in Fort Bend County. The methods used to accomplish this goal will be identification of gangs and gang members; intercession with school officials, parents and guardians of known gang members to dissuade continued gang participation; presentation of programs at public forums to make parents aware of the local gang problem, and teach them indicators of gang membership; investigation of criminal gang activity, and arrest of violators.

The activity of the Gang Unit may be statistically measured by the number of new gangs and membership identified; the number of parent/guardian and school intercessions, and public awareness presentations made by Gang Unit Investigators; and criminal investigations and arrests of gang members.

It should be noted that there are no relevant statistics specifically relating to gangs and their activity maintained by the Fort Bend County Juvenile Department, Texas Department of Public Safety Uniform Crime Reports, or Child Protective Services. Since September 1993, the Fort Bend County Sheriff's Department has been capturing data relating to gang activity, in order to accurately assess that problem.

There is no conflict with any other gang intervention unit within Fort Bend or Harris Counties, as all share critical information in a timely manner to address violent criminal gang activity. Cooperation rather than competition is the reason major cities within Fort Bend County as well as the Houston Police Department and Harris County Sheriff's Department have executed the attached working agreements for this project.

4. Statistical and Baseline Data

As of the commencement of this project, data from the Fort Bend Independent School District revealed 70 gangs with 1164 members, **within the Fort Bend Independent School District only**. This data did not reveal the gangs or membership within Rosenberg and Richmond, although some of these identified gangs and members did operate within Missouri City, Stafford, Sugar Land and southwest Houston (inside Fort Bend County). The Houston Police Department estimated 110 gangs with a total membership of 1500 operating throughout the City of Houston. The Harris County Sheriff's Department Gang Unit furnished figures that revealed 210 gangs with a total membership of 1385 operating within Harris County. Houston/Harris County data impacted Fort Bend County inasmuch as many of the gangs operated along the contiguous borders between the two Counties.

Only one Fort Bend Independent School District Officer and one Rosenberg Detective were assigned, each on a part-time basis, to gang investigation within Fort Bend County. There was no County-wide, concerted, cooperative gang intervention effort, at that time. Nor was there any effort to determine the scope of the gang problem throughout Fort Bend County.

Current data reveals 168 gangs with a total membership of 1282, operating within Fort Bend County. The 251 criminal violations, perpetrated by gang members during the past year is indicative of the reported criminal activity of these gangs. The 30 gang members arrested for criminal violations is indicative of the direct effect the two gang Deputies have had on gang violence. Additionally, the two gang Deputies developed information which led them to witness a drive-by shooting and arrest all participants. As a result of these arrests, drive-by shootings in Fort Bend County declined from about 7 in one week to about one every two weeks. The development of information and dissemination thereof is significant, although not quantifiable.

The statistical goal of the Gang Unit is to reduce by ten percent (10%) annually, the number of criminally active gangs; and membership of criminally active gangs currently operating within Fort Bend County. In furtherance of this goal, the Gang Unit will continue to attempt intercession with parents/guardians and school officials; and continue public awareness presentations, although those results are not readily measurable.

PART V ASSURANCES

89 0495

The Applicant hereby assures and certifies compliance with all statutes, regulations, policies, guidelines and requirements including OMB Circulars No. A-21, A-122, A-128, A-110, A-102, and A-87, as they relate to the application, acceptance and use of federal/state funds for this federally or state-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal Financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
7. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of § 102 (a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. It will assist the Federal grantor agency in its compliance with § 106 of the National Historic Preservation Act of 1966 as amended (16 U. S. C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U. S. C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer 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 adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will comply with the Uniform Grant and Contract Managements Standards (UGCMS) developed under the directive of the Uniform Grant and Contract Management Act, Chapter 183, Texas Government Code.
13. It, if a county, has taken or will take all action necessary to provide the Texas Department of Criminal Justice and the Department of Public Safety any criminal history records maintained by the county in the manner specified for the purposes of those departments.
14. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing, on the ground of race, color, religion, national origin, sex, age, or disability against the project, the recipient will forward a copy of the finding to the Criminal Justice Division (CJD) and the Office of Civil Rights, Office of Justice Programs.
15. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M 7100. 1; and all other applicable federal laws, orders, circulars, or regulations.
16. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; part 61, procedures for implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland protection Procedures; and federal laws or regulations applicable to Federal Assistance Programs.
17. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
18. It will provide an Equal Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
19. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.), which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
20. It will comply with the provisions of the Hatch Act which limit the political activity of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. (5 USC 1501, et seq.)

DESIGNATION OF GRANT OFFICIALS

89 0496

CJD rules require that three persons be designated to the positions of Authorized Official, Project Director, and Financial Officer for the purposes of administering a grant. The Project Director and the Financial Officer may not be the same person but, under extenuating circumstances, one person may otherwise fill two positions. In accordance with the criteria and definition of responsibilities set forth in the *Grant Application and Administration Guidelines* governing submission of this application, the following designations are made:

APPLICANT: Fort Bend County

PROJECT TITLE: Sheriff's Department Gang Intervention Unit

Mr. Ms. Mike Lorenz
 Project Director (Type or Print)
Lieutenant
Fort Bend County Sheriff's Department
 Title and Agency
1410 Ransom Road
 Organization's Address (Street or P. O. Box)
Richmond 77469
 City Zip
(713) 341-4684
 Telephone Number
(713) 341-4696
 Fax Number

Mr. Ms. Robert Grayless
 Financial Officer (Type or Print)
Fort Bend County Auditor
 Title and Agency
309 S. 4th Street
 Organization's Address (Street or P. O. Box)
Richmond 77469
 City Zip
(713) 341-3760
 Telephone Number
(713) 341-6034
 Fax Number

Mr. Ms. Roy L. Cordes, Jr.
 Authorized Official (Type or Print)
Fort Bend County Judge
 Title and Agency
309 S. 4th Street
 Organization's Address (Street or P. O. Box)
Richmond 77469
 City Zip
(713) 341-8608
 Telephone Number
(713) 341-8609
 Fax Number

Report of Federal Awards

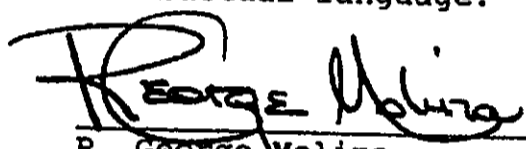
Indicate the amount of each federal grant award for the current fiscal year and the estimated amount of federal awards for the next fiscal year for the grantee agency.

Source of Federal Funds	Amount—Current Fiscal Year	Amount—Next Fiscal Year
NONE	NONE	NONE
TOTAL		

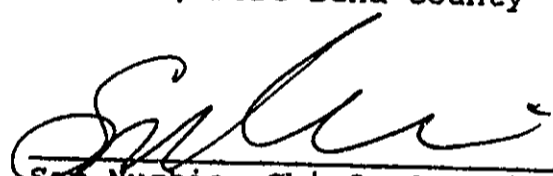
COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the Fort Bend County Gang Intervention Unit grant application for fiscal year 1996 funding by the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.

The purpose of this Cooperative Working Agreement is to set out a common understanding of the policies and procedures to be used, should the referenced grant be funded. It is not intended to be legally binding on either party who signs the Agreement, nor is it intended to be a contract, even though it may contain contractual language.


R. George Molina
Sheriff, Fort Bend County

Oct. 28, 1994
Date Signed


Sam Nuchia, Chief of Police
City of Houston, Texas

NOV 18 1994

Date Signed

COOPERATIVE WORKING AGREEMENT

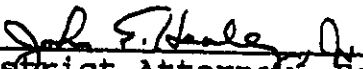
This is to certify that the objectives of the Fort Bend County Gang Intervention Unit grant application for fiscal year 1996 funding by the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent necessary in carrying out the work plan described in that application.

Sheriff, Harris County,
Texas


Sheriff, Fort Bend County,
Texas

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the Fort Bend County Gang Intervention Unit grant application for fiscal year 1996 funding by the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent necessary in carrying out the work plan described in that application.



District Attorney, Fort Bend
County, Texas



Sheriff, Fort Bend County,
Texas

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the Fort Bend County Gang Intervention Unit grant application for fiscal year 1996 funding by the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent necessary in carrying out the work plan described in that application.



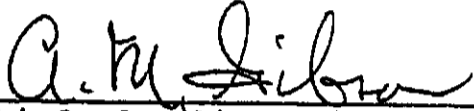
Chief of Police, City of
Rosenberg, Texas



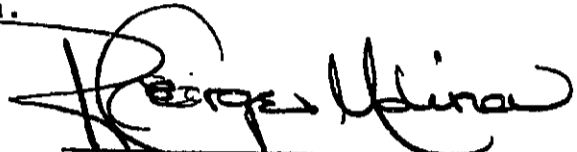
Sheriff, Fort Bend County,
Texas

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the Fort Bend County Gang Intervention Unit grant application for fiscal year 1996 funding by the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent necessary in carrying out the work plan described in that application.



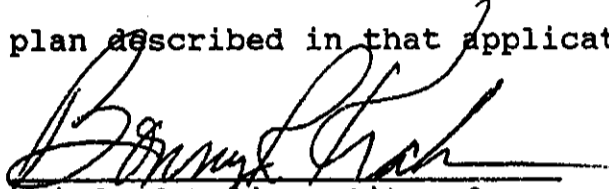
Chief of Police, City of
Richmond, Texas



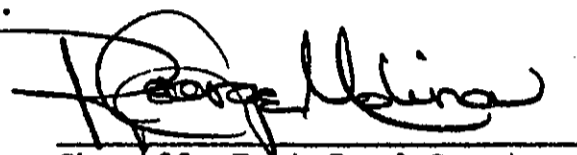
Sheriff, Fort Bend County,
Texas

COOPERATIVE WORKING AGREEMENT

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Chief of Police, City of
Stafford, Texas



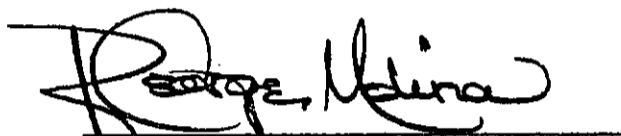
Sheriff, Fort Bend County,
Texas

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the Fort Bend County Gang Intervention Unit grant application for fiscal year 1996 funding by the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent possible, through available resources, in carrying out the work plan described in that application.



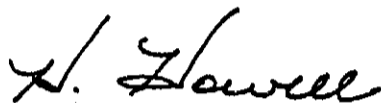
Chief of Police, City of
Sugar Land, Texas



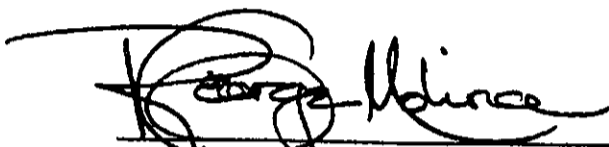
Sheriff, Fort Bend County,
Texas

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the Fort Bend County Gang Intervention Unit grant application for fiscal year 1996 funding by the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.



Chief of Police, City of
Missouri City, Texas



Sheriff, Fort Bend County,
Texas



R. GEORGE MOLINA
Sheriff
FORT BEND COUNTY

December 13, 1994

Judge Roy L. Cordes
William B, Travis Building
Richmond, Texas 77469

Re: addendum to Greatwood Contract

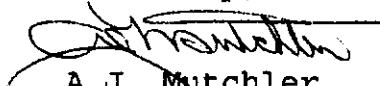
Dear Judge Cordes:

Enclosed is a copy of the proposed addendum to the Greatwood contract. This requests as additional four hours patrol five days per week from January 1, 1995, for the duration of the existing contract.

Greatwood will pay the deputies time and a half for the additional four hours. The base contract price is calculated on the hourly amount currently paid under the existing contract. However, some deputies are paid at a higher step than is the contract deputy. Accordingly, the addendum is set up so that they pay this base amount each month and we have a period of time to calculate and bill them for additional amounts that will result in payment for these amounts around the 15th of each month.

The addendum was prepared by Bud Childers' office and meets his approval. We would like to have it placed on the agenda for December 20, 1994, for consideration by Commissioners Court so it can be implemented on January 1, 1995.

Sincerely,


A.J. Mutchler
Chief of Operations

CC: Commissioner R.L. "Bud" O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
Sheriff R. George Molina

1410 RANSOM ROAD RICHMOND, TEXAS 77469

Administration: 341-4615 • Criminal Investigations: 341-4686 • Patrol: 341-4606 • Jail: 341-4635

**ORDER AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN FORT BEND COUNTY AND
GREATWOOD COMMUNITY ASSOCIATION, INC.**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 20 day of December, 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner D'Shields, seconded by Commissioner Prestage, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes be, and he is hereby, authorized to execute an Agreement between **Fort Bend County** and **Greatwood Community Association, Inc.**, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND
GREATWOOD COMMUNITY ASSOCIATION, INC.**

THIS AGREEMENT, made and entered into by and between Fort Bend County, a body corporate and politic acting herein by and through its Commissioners' Court ("County"), and the Greatwood Community Association, Inc., ("Association")

WITNESSETH:

THAT WHEREAS, the County and the Association have previously entered into an agreement dated April 26, 1994 to supply law enforcement services, which agreement is attached hereto and incorporated herein for all purposes as Exhibit A; and

WHEREAS, the Association now desires additional law enforcement services; and

WHEREAS, the County desires to provide such services as authorized by TEX. LOC. GOV. CODE, §351.061 et seq., (Vernon 1994);

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

I.

Purpose

1.01 The purpose of this Agreement is to provide the Community of Greatwood with law enforcement services for an additional four hours per work day beyond those contemplated in the April 26, 1994 Agreement.

II. Term

2.01 The term of this Agreement shall commence on January 1, 1995 and expire on May 31, 1995, unless sooner terminated per 2.02, below.

2.02 This Agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

III. Services Provided by the County

3.01 In addition to the services provided under the April 26, 1994 Agreement, the County, by and through the Fort Bend County Sheriff's Office, agrees to provide the following:

a. One (1) deputy, to provide four hours working time per work day.

b. All terms and conditions of the extra deputy's services set forth in the April 26, 1994 Agreement remain in full force and effect and are explicitly made part of this Agreement.

3.02 The parties expressly acknowledge that no single deputy will be assigned to provide all services hereunder, and that the services will be provided by deputies of varying pay grades. All deputies providing services will be compensated at overtime rates.

IV. Payment by Association

4.01 In exchange for the additional hours of service hereunder, the Association agrees to pay Fort Bend County the sum of EIGHT THOUSAND SEVEN HUNDRED FIFTY AND 95/100 DOLLARS

(\$8,750.95), to be used by Fort Bend County for the purpose of paying ninety-five percent (95%) of the salary and expenses of said extra deputy.

4.02 The sum provided for in 4.01, above, shall be due and payable in five (5) equal monthly installments of ONE THOUSAND SEVEN HUNDRED FIFTY AND 19/100 DOLLARS (\$1,750.19). This is the minimum amount due each month of the Agreement, and is based on the salary and expenses of the lowest grade/step deputy to provide services. The parties acknowledge that the actual cost of service is likely to be higher. Each installment shall be due and payable on or before the 1st day of each month during the term of this Agreement.

4.03 In addition to the monthly payment provided in 4.02 above, the Association agrees to pay any additional costs related to services provided hereunder by a deputy of a higher grade/step. Such additional costs shall be calculated by the Fort Bend County Sheriff's Office based on the grade/step of each deputy who worked under the contract each month. The Sheriff's Office shall send notice of such costs by the first Tuesday of each month, and the Association agrees to pay such costs by the fifteenth day of each month.

V.

Other Terms Remain Effective

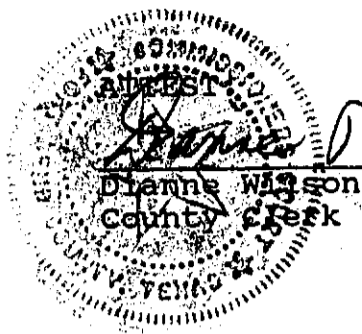
5.01 All other terms and conditions of the April 26, 1994 Agreement between the parties remain in full force and effect and are explicitly adopted by the parties and made part of this Agreement.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below, but effective January 1, 1995.

Fort Bend County, Texas

By: Roy Cordes, Jr.
Roy L. Cordes, Jr.
County Judge

Date: 12-20-99



Dianne Wilson
Dianne Wilson
County Clerk

Greatwood Community Association,
Inc.

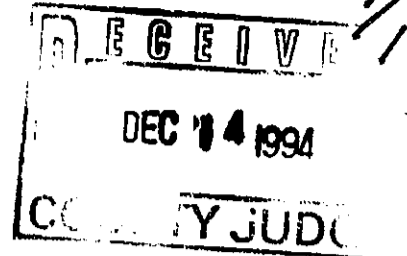
By: [Signature]

Date: 12-8-99

ATTEST: [Signature]

Richard Selleh
Fort Bend County
Director of Human Resources
P.O. Box 326
Richmond, Texas 77406-0326
(713) 341-8617

89 0512



MEMORANDUM

TO: Constable Ray Breeding, Constable
Precinct #2

FROM: Richard Selleh, Human Resources Director *RS*

SUBJECT: Reserve Deputy-Terrance Small

DATE: October 19, 1994

On the basis of the completion of the review of the background, work history, driving record and reference check by the Human Resources staff, I have no objection to Terrance Small serving as a Deputy Reserve for your department.

If you have any questions or need additional information, contact me at 341-8619. Thank you for your assistance with this request.

XX: Roy L. Cordes, Jr., County Judge
Commissioners Court
Dianne McWethy, Director of Administrative Services



89 0513

TX 491407

Merchants Bonding Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Fort Bend } ss.

KNOW ALL MEN BY THESE PRESENTS:

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

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

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the first day of November, 19 94, duly appointed to the office of deputy in and for Fort Bend County in the State of Texas, for a term of 1 year(s) commencing on the first day of November, 19 94.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this first day of November, 19 94.

Terrance Small Principal
MERCHANTS BONDING CO. (Mutual)
By: M. J. Long Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Fort Bend } ss.

Before me, Diane Reifel on this day personally appeared Terrance Small 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 first day of November, 19 94.



Diane Reifel
Fort Bend County, Texas.

OATH OF OFFICE
(GENERAL)

I, Terrance Small, do solemnly swear (or affirm),
that I will faithfully execute the duties of the office of deputy

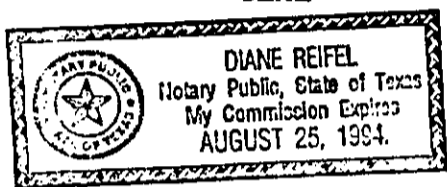
of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of
the United States and of this State, so help me God.

Terrance Small
Affiant

SWORN TO and subscribed before me by affiant on this first day of November, 19 94.

Diane Reifel
Signature of Person Administering Oath

SEAL



Diane Reifel
Printed Name

Notary
Title

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.

FORT 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 disability

AS PER ORIGINAL



APPLICATION FOR EMPLOYMENT

PLEASE READ CAREFULLY

PRINT OR TYPE/USE BLACK INK

DATE 9/14/94

PERSONAL

FULL NAME - LAST <u>Small</u>	FIRST <u>TERRANCE</u>	MIDDLE	SOCIAL SECURITY NUMBER <u>461-19-7760</u>
PRESENT ADDRESS-STREET <u>3927 Southlawn</u>	CITY <u>HOUSTON</u>	STATE <u>TEXAS</u>	ZIP CODE <u>77001</u>
LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE			Telephone: Business <u>713-747-5219</u> Residence
REFERRED BY	NO. OF DAYS LOST FROM WORK OR SCHOOL DURING THE PAST 12 MONTHS <u>0</u>		DRIVERS LIC. NO. <u>02410518</u> TYPE <u>CLASS C</u>
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? <input type="checkbox"/> STUDENT <input type="checkbox"/> VISITOR <input type="checkbox"/> EXCHANGE STUDENT OTHER-EXPLAIN
NOTIFICATION IN CASE OF EMERGENCY	U.S. CITIZEN/Permanent Resident Alien <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Alien Registration No.
NAME <u>Eddie Mae Gray</u>	ADDRESS <u>3923 Faulkner</u>		PHONE <u>713 747-5357</u>

WORK SKILLS

TYPE OF EMPLOYMENT DESIRED <input checked="" type="checkbox"/> FULL TIME <input type="checkbox"/> TEMPORARY <input type="checkbox"/> PART TIME <input type="checkbox"/> SUMMER	SALARY EXPECTED	DATE AVAILABLE FOR WORK <u>ASAP</u>	CAN YOU: PERFORM SHIFT WORK <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO WORK OVERTIME <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF NECESSARY?)
JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK <u>Deputy 3yrs</u>			
SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE <u>I am good at working with the general public</u>			

SPECIALIZED SKILLS (COMPLETE IF APPLICABLE TO POSITION DESIRED)	TYPING	DICTATION	OFFICE MACHINES OPERATED
	OTHER MACHINES OPERATED		OTHER SKILLS

FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE.

	FLUENTLY	GOOD	FAIR	POOR
SPEAK	<u>English</u>			
READ	<u> </u>			
WRITE	<u> </u>			

EDUCATION

NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED <u>Jack Yates High School</u>	NUMBER OF YEARS COMPLETED <u>3yrs</u>	GRADUATION DATE (MO/YR) <u>7/82</u>			
NAME & LOCATION OF COLLEGE/TRADE OR BUSINESS SCHOOL	DATE (MO/YR)	FIELD OF STUDY		GRADUATION	
XX	FROM	TO	MAJOR	MINOR	DEGREE DATE MO/YR
CHECK QUARTER OF CLASS IN WHICH YOU STOOD →	IN HIGH SCHOOL <input type="checkbox"/> TOP <input checked="" type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> LAST		IN COLLEGE/TRADE OR BUSINESS SCHOOL <input type="checkbox"/> TOP <input type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> 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)

Cooperative Education Class - Job program

SUBJECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER

HOBBIES/LEISURE TIME INTEREST

U.S. MILITARY

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?	
IF DISCHARGE WAS DISHONORABLE PLEASE GIVE DETAILS				

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 location.

DATE FROM & TO		EMPLOYER'S NAME & ADDRESS - CITY & STATE	POSITION - SALARY	GIVE SPECIFIC REASON FOR LEAVING
MONTH 7	YEAR 93	NAME PRESENT OR LAST EMPLOYER Staff Dept Inc / Silver Eagle ADDRESS 1301 White St PO Box 8743 Hw T 78001 NAME OF SUPERVISOR & TELEPHONE NUMBER Mike Chambers 846-6364	Driver Helper	Still Employed
MONTH 1/86	YEAR 86	NAME PRESENT OR LAST EMPLOYER Harris County Sheriff Dept ADDRESS 1301 Franklin Houston Tx 77002 NAME OF SUPERVISOR & TELEPHONE NUMBER Lt Joe Williams # 755-8588	Deputy 1965.00 ^{month}	Terminated 10/88
MONTH 85	YEAR 85	NAME PRESENT OR LAST EMPLOYER Mail Well Envelope Co ADDRESS 7400 Ardmore Houston Tx NAME OF SUPERVISOR & TELEPHONE NUMBER David Wise 747-4800	Warehouseman \$700 month	New Employment
MONTH	YEAR	NAME PRESENT OR LAST EMPLOYER ADDRESS NAME OF SUPERVISOR & TELEPHONE NUMBER		
MONTH	YEAR	NAME PRESENT OR LAST EMPLOYER ADDRESS NAME OF SUPERVISOR & TELEPHONE NUMBER		

REFERENCES

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

Give names of three persons who are not related to you and are not former employers. These people should have known you for several years.

NAME - INITIALS	LAST NAME	ADDRESS, STREET, CITY, STATE, ZIP CODE	OCCUPATION & PHONE NO	YEARS KNOWN
A.	Renee Clark	14431 Mossfield	IRS Accountant 495-1169	30yrs
B.	Rev Leslie Smith	11707 Mosscrest Hw Tx 77048	Minister 731-0168	12yrs
C.	Robert Woods	5155 North Braeswood Houston Tx	Recreational Therapist 661-2447	15yrs

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. N/A			

Names of our employees you know best.

NAME	LOCATION	NAME	LOCATION
A. Chief Sam Mann	Pct 2	B.	

ADD'L INFO

Have you been convicted under any criminal law within the past 5 years (excluding traffic violations)? Yes - Give details No

May we call your present employer? Now Yes No Later Yes No

I authorize investigation of all statements contained in this application for employment. I understand misrepresentation or omission of facts called for hereon will be sufficient cause for cancellation of employment consideration or dismissal for the county's service. If I have been employed, I understand employment is subject to a physical examination in which my ability to perform the essential requirements of the job is found to be satisfactory to the County. I understand if I am employed, evidence of a U.S. citizenship or U.S. resident status and a birth certificate or other evidence of date of birth may be required. I understand 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 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: Sumel Small DATE ISSUED: 9/9/94

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. To become a full-time Fort Bend County employee you must pass an illegal Substance Abuse Screening Test. Those failing the test will not be considered for employment by Fort Bend County for a period of one year.



R. GEORGE MOLINA
Sheriff
FORT BEND COUNTY

December 15, 1994

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

Dear Ms. Wilson:

The following item has been placed on the Commissioners' Court Agenda for Tuesday, December 20, 1994.

Approve appointment of Jason K. George as a Reserve Deputy with the Fort Bend County Sheriff's Department.

Sincerely,

H. C. Gregory by bm
Holman C. Gregory
Chief Deputy - Administration

HCG/bm

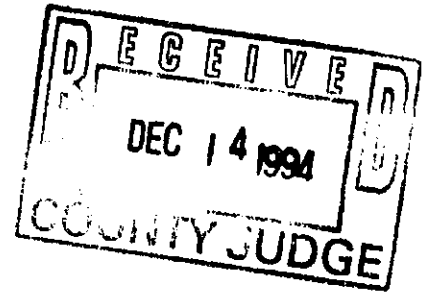
1410 RANSOM ROAD RICHMOND, TEXAS 77469

Administration: 341-4615 • Criminal Investigations: 341-4686 • Patrol: 341-4606 • Jail: 341-4635

Richard Selleh
Fort Bend County
Director of Human Resources
P.O. Box 326
Richmond, Texas 77406-0326
(713) 341-8617

89 0518

17/2



MEMORANDUM

TO: R. George Molina, Sheriff
Sheriff's Department

FROM: Richard Selleh, Human Resources Director RS

SUBJECT: Reserve Deputy-Jason K. George

DATE: December 14, 1994

On the basis of the completion of the review of the background, driving record, work history and reference check by the Human Resources staff, I have no objection to Jason K. George serving as a Deputy Reserve for your department.

If you have any questions or need additional information, contact me at 341-8619. Thank you for your assistance with this request.

XX: Roy L. Cordes, Jr., County Judge
Commissioners Court
Dianne McWethy, Director of Administrative Services



R. GEORGE MOLINA
Sheriff
FORT BEND COUNTY

SEARCHED
SERIALIZED
INDEXED
FILED

December 8, 1994

Mr. Richard Selleh, Director
Human Resources Department
309 South Fourth Street
Richmond, Texas 77469

Dear Mr. Selleh:

Re: George, Jason K.
Reserve Applicant

Enclosed is the Reserve Law Enforcement Officer application for the captioned individual. A Computerized Criminal History was negative. Please review it and, advise if approved and I will place the item on the Commissioner's Court Agenda.

Your assistance in this matter will be greatly appreciated.

Sincerely,

H. C. Gregory
H.C. Gregory
Chief Deputy - Administration

ENCL. (1)

FORT 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 disability

89 0520
N.D. 3-7-94
93



APPLICATION FOR EMPLOYMENT

AS PER ORIGINAL

PLEASE READ CAREFULLY

PRINT OR TYPE/USE BLACK INK

DATE 23 MARCH 1994

PERSONAL	FULL NAME - LAST GEORGE			FIRST JASON	MIDDLE KERK	SOCIAL SECURITY NUMBER 476-06-2228										
	PRESENT ADDRESS-STREET 6910 PICKETT DR 4025 11th			CITY RICHMOND	STATE TX	ZIP CODE 77469	Telephone:									
	LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE 729 TAMARACK DR #403 Fayetteville NC 28311						Business									
	313 Lane Dr. Rosenberg TX 77471						Residence (713) 343-577 342-2213									
WORK SKILLS	REFERRED BY CHEF ALLEN MUTCHER			DRIVERS LIC. NO. 15332062			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? <input type="checkbox"/> STUDENT <input type="checkbox"/> VISITOR <input type="checkbox"/> EXCHANGE STUDENT OTHER-EXPLAIN									
	NOTIFICATION IN CASE OF EMERGENCY			<input checked="" type="checkbox"/> U.S. CITIZEN Permanent Resident Alien <input type="checkbox"/> YES <input type="checkbox"/> NO			Alien Registration No.									
	NAME Laurie GEORGE		ADDRESS 6910 PICKETT DR RICHMOND TX 77469			PHONE 343-1511										
TYPE OF EMPLOYMENT DESIRED <input checked="" type="checkbox"/> FULL TIME <input type="checkbox"/> TEMPORARY <input type="checkbox"/> PART TIME <input type="checkbox"/> SUMMER			SALARY EXPECTED OPEN		DATE AVAILABLE FOR WORK ASAP		CAN YOU: PERFORM SHIFT WORK <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO WORK OVERTIME <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF NECESSARY)?									
JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK JAILER																
SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE Different Weapon Knowledge																
SPECIALIZED SKILLS																
(COMPLETE IF APPLICABLE TO POSITION DESIRED)		TYPING		DICTATION		OFFICE MACHINES OPERATED										
OTHER MACHINES OPERATED				OTHER SKILLS												
FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE.																
		FLUENTLY		GOOD		FAIR		POOR								
SPEAK																
READ																
WRITE																
EDUCATION	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							
	XX				FROM		TO		MAJOR		MINOR		DEGREE		DATE MO/YR	
	Lamar Consolidated HS				1988		1990								5/90	
CURRENTLY ATTENDING BUS TRAINING																
CHECK QUARTER OF CLASS IN WHICH YOU STOOD →		IN HIGH SCHOOL <input type="checkbox"/> TOP <input checked="" type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> LAST				IN COLLEGE/TRADE OR BUSINESS SCHOOL <input type="checkbox"/> TOP <input type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> 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) Class President & Peer President															
	SUBJECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER															
	HOBBIES/LEISURE TIME INTEREST HUNTING FISHING HORTICULTURE															

U.S. MILITARY

AS PER ORIGINAL

BRANCH OF SERVICE <i>ARMY</i>	FROM (MO/YR) <i>OCT/91</i>	TO (MO/YR) <i>MAR 94</i>	RANK OF ENTRY <i>E-1</i>	RANK OF DISCHARGE <i>E-4</i>
WHAT KIND OF DUTY (ESPECIALLY IF TECHNICAL IN NATURE) <i>Forward Observer</i>			WHAT SPECIALIZED TRAINING DID YOU RECEIVE? <i>AIRBORNE TRAINING</i>	
IF DISCHARGE WAS DISHONORABLE PLEASE GIVE DETAILS				

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 location.

DATE FROM & TO		EMPLOYER'S NAME & ADDRESS - CITY & STATE	POSITION - SALARY	GIVE SPECIFIC REASON FOR LEAVING
MONTH <i>OCT</i>	YEAR <i>91</i>	NAME PRESENT OR LAST EMPLOYER <i>U.S. ARMY</i> ADDRESS <i>FT. BRAGG</i> NAME OF SUPERVISOR & TELEPHONE NUMBER <i>CPT. HARRINGTON 910-532-6081</i>	<i>Forward Observer</i> <i>1650 MONTH</i>	<i>HAD A School Date</i> <i>END OF ENLISTMENT</i>
MONTH <i>10</i>	YEAR <i>89</i>	NAME PRESENT OR LAST EMPLOYER <i>FT. BEND GARDENS</i> ADDRESS <i>313 Lane Dr Rosenberg TX 77471</i> NAME OF SUPERVISOR & TELEPHONE NUMBER <i>Sharon Green</i>	<i>Maintenance</i> <i>5.00 HR</i>	<i>WENT INTO THE</i> <i>ARMY</i>
MONTH	YEAR	NAME PRESENT OR LAST EMPLOYER ADDRESS NAME OF SUPERVISOR & TELEPHONE NUMBER		
MONTH	YEAR	NAME PRESENT OR LAST EMPLOYER ADDRESS NAME OF SUPERVISOR & TELEPHONE NUMBER		
MONTH	YEAR	NAME PRESENT OR LAST EMPLOYER ADDRESS NAME OF SUPERVISOR & TELEPHONE NUMBER		

EMPLOYMENT

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

Give names of three persons who are not related to you and are not former employers. These people should have known you for several years.

NAME - INITIALS	LAST NAME	ADDRESS, STREET, CITY, STATE, ZIP CODE	OCCUPATION & PHONE NO	YEARS KNOWN
A.	<i>Jesse Abbas</i>		<i>341-0572</i>	<i>5</i>
B.	<i>Landy Lenfro</i>		<i>PATROL SGT 261-6910</i>	<i>3</i>
C.				

REFERENCES

Give names of relatives, including those by marriage, in the employ of Fort Bend County.

NAME	TYPE OF WORK	LOCATION & PHONE#	RELATIONSHIP
A. <i>Charles Horton</i>	<i>PATROL DEPUTY</i>		<i>BROTHER IN LAW</i>
B.			

Names of our employees you know best

NAME	LOCATION	NAME	LOCATION
A.		B.	

ADDITIONAL INFO

Have you been convicted under any criminal law within the past 5 years (excluding traffic violations)? Yes - Give details No

MIP IN HECHOCK TX

May we call your present employer? Now Yes No Later Yes No

I authorize investigation of all statements contained in this application for employment. I understand misrepresentation or omission of facts called for hereon will be sufficient cause for cancellation of employment consideration or dismissal for the county's service. If I have been employed, I understand employment is subject to a physical examination in which my ability to perform the essential requirements of the job is found to be satisfactory to the County. I understand if I am employed, evidence of a U.S. citizenship or U.S. resident status and a birth certificate or other evidence of date of birth may be required. I understand 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 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 ISSUED

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. To become a full-time Fort Bend County employee you must pass an Illegal Substance Abuse Screening Test. Those failing the test will not be considered for employment by Fort Bend County for a period of one year.

THE STATE OF TEXAS

§

COUNTY OF FORT BEND

§

ACKNOWLEDGEMENT OF COUNTY POLICY WITH REGARD
TO OUTSIDE SECURITY EMPLOYMENT


I, JASON K. GEORGE, hereby acknowledge that the following conditions apply to my appointment as a Reserve Deputy Sheriff or Reserve Deputy Constable of Fort Bend County, Texas;

1. I may not accept outside employment for pay as a private security guard or investigator unless I have qualified to work as such pursuant to the Private Investigators and Private Security Agencies Act, TEX. REV. CIV. STATS. ANN. § 4413(29bb), (Vernon, 1993). If I am employed by the Fort Bend County Sheriff's Department or as a Sheriff Reserve Officer I shall not hold a license from the Texas Board of Private Investigators and Private Security Agencies.
2. If, in addition to my appointment as Reserve Deputy Constable for Fort Bend County, Texas, I have qualified under the aforesaid Act, and I accept private security or investigative employment, I will not at any time while so employed wear or display any Fort Bend County badge, insignia, uniform or patch or in any other manner dress so as to give the appearance that I am a peace officer.

AS PER ORIGINAL

3. I will not use my status as a Reserve Deputy Sheriff or Reserve Deputy Constable for Fort Bend County, Texas, to gain access to any Fort Bend County or other governmental files, computer network or other information sources for private purposes. I understand that my access, if any, to any governmental files or computer networks shall only be for the legitimate furtherance of my duties as a Reserve Officer for the County.
4. In the event that my appointment as a Reserve Officer for the County terminates, I agree to return to the County, any and all Fort Bend County badges, patches or other insignia in my possession.

I HAVE READ THE FOREGOING CAREFULLY AND I UNDERSTAND THE CONTENTS THEREOF. I will at all times abide by these conditions and I understand that my appointment as a Reserve Officer for Fort Bend County is conditioned upon my strict adherence to these conditions and to all of my other statutory duties and obligations.

Signature Printed Name JASON K. GEORGEDate 11/29/94

AS PER ORIGINAL

FORT BEND COUNTY SHERIFF'S DEPARTMENT
PERSONNEL/EMPLOYMENT DIVISION

CONFIDENTIAL INFORMATION AGREEMENT FORM

A thorough investigation will be conducted to determine your qualifications for a position with the Sheriff's Department. To a great extent, your employment will depend on information obtained in confidential interviews with persons with whom you have been associated. All information, including test results, will remain confidential.

If the reasons for your non-acceptance are of a temporary nature whereby you could be accepted at a later date, you will be notified.

I have read and fully understand the above statement and agree that all information obtained during the application process will remain confidential.

[Handwritten Signature]

Signature of Applicant

25 MARCH 1994

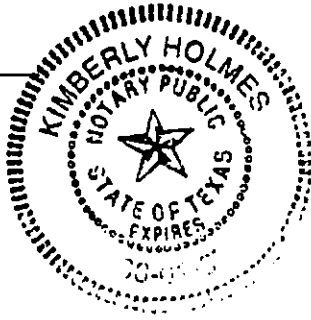
Date

Kimberly Holmes

Notary Public in and for the State of Texas

3-1-97

Commission Expires



AS PER ORIGINAL

FORT BEND COUNTY SHERIFF'S DEPARTMENT
AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, JASON K GEORGE, do hereby authorize a review of, and full disclosure of, all records concerning myself to any duly authorized agent of the recruiting division, whether said records are of a public, private or confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure of the records of educational institutions; financial or credit institutions, including records, credit reports and/or ratings of loans, commercial and/or retail credit agencies, and other financial statements and records wherever filed; medical and psychiatric treatment and/or consultations, including hospitals, clinics, private practitioners, and the U.S. Veteran's Administration; employment and pre-employment records, including background reports, efficiency ratings, complaints or grievances filed by or against me and the records and recollections of attorneys-at-law, or other counsel representing me or another person in any case, either criminal or civil, in which I presently have, or have had an interest.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this authorization release will be considered in determining my suitability for employment. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information, and I do hereby release said person(s) from an and all liability which may be incurred as a result of furnishing such information.

A photocopy of this release will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

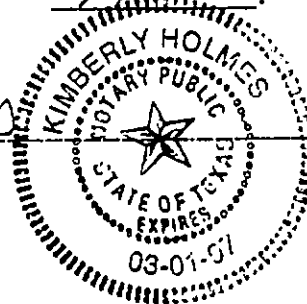
Jason K George
SIGNATURE OF APPLICANT

25 MARCH 1994
DATE

Subscribed and sworn to before me, the undersigned authority, on this 25 day of

March A.D. 19 94

Kimberly Holmes
NOTARY PUBLIC, STATE OF TEXAS



18. CONSIDER APPROVING DRUG TESTING AGREEMENTS WITH FORT BEND PHYSICIANS, HOUSTON PRO MEDICAL MANAGEMENT INC. AND DOCTORS ON WILCREST:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve drug testing agreements with Fort Bend Physicians, Houston Pro Medical Management Inc. and Doctors on Wilcrest as presented by Dianne McWethy, Director of Administrative Services.

19. CONSIDER APPROVING CREATION OF CENTRALIZED MAILROOM FOR COURTHOUSE COMPLEX:

Moved by Commissioner Pressley, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to approve memorandum of December 19 including all recommendations for creation of centralized mailroom for Courthouse Complex as presented by Dianne McWethy, Director of Administrative Services.

20. CONSIDER AUTHORIZING LIBRARY BOARD TO PROCEED WITH PRE-SELECTION OF ARCHITECT FOR SUGAR LAND BRANCH LIBRARY:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize Library Board and Commissioner Pressley to proceed with pre-selection of three architectural firms (unranked) for Sugar Land Branch Library to be presented to court for final selection.

21. CONSIDER REQUEST FROM COMMUNITY SUPERVISION & CORRECTIONS DEPT. FOR INSURANCE, MAINTENANCE AND FUEL FOR NEW VAN:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve request from Community Supervision & Corrections Dept. for insurance, maintenance and fuel for new van subject to the state authorizing purchase of van.

22. CONSIDER APPROVING ADDITIONAL FEES TO BICKERSTAFF, HEATH & SMILEY FOR REPRESENTATION IN STATE OF TEXAS VS. UNITED STATES OF AMERICA:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, to approve additional fee of \$25,000 to Bickerstaff, Heath & Smiley for representation in State of Texas vs. United States of America. Funds from Fees & Services.

MOTION WITHDRAWN FOR FURTHER REVIEW.

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Prestage voting no, it is ordered to approve additional fees not to exceed \$25,000 to Bickerstaff, Heath & Smiley for representation in State of Texas vs. United States of America. Funds from Fees & Services.

23. CONSIDER APPROVING RESOLUTION IN SUPPORT OF GRANT APPLICATION TO H-GAC FOR ALTERNATIVE FUELS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve resolution in support of grant application to H-GAC for alternative fuels.

24. CONSIDER APPROVING 1995 INTERLOCAL AGREEMENTS WIT CITY OF ROSENBERG:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to approve 1995 interlocal agreements with City of Rosenberg.

**R. DIANNE MCWETHY**

DIRECTOR OF ADMINISTRATIVE SERVICES
FORT BEND COUNTY
(713) 341-8670

MEMORANDUM

TO: Roy L. Cordes, Jr., County Judge
Commissioners Court

FROM: Dianne McWethy, Director of Administrative Services *Dianne*

SUBJECT: Contracts - Drug Testing Facilities

DATE: December 19, 1994

On the basis that the attached contracts to perform drug testing for the period of January 1, 1995 through December 31, 1995, have been reviewed and approved by the County Attorney, I would like to request that Commissioners Court approve the contracts for Fort Bend Physicians, Houston Pro Medicine and Doctors on Wilcrest to be executed by Judge Cordes.

Each of the above facilities have met the proof of insurance and laboratory provisions. If you have any questions or need additional information, contact me at 341-8670. Thank you for your assistance with this request.

xx: Dianne Wilson, County Clerk

#18

**ORDER AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN FORT BEND COUNTY AND
FORT BEND PHYSICIANS**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 20 day of December, 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner Pressley, seconded by Commissioner O'Shields, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes, Jr. be, and he is hereby, authorized to execute the Agreement between Fort Bend County and Fort Bend Physicians. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

89 0529

AS PER ORIGINAL

INSURANCE COMPANY OF THE WEST

PHYSICIANS AND SURGEONS
PROFESSIONAL LIABILITY INSURANCE POLICY

Binder No. 7841

PROFESSIONAL LIABILITY INSURANCE BINDER
Insurance Company of the West

This Binder is a temporary insurance contract, subject to the terms, conditions, and limitations of the policy in current use by the Company.

NAME AND MAILING ADDRESS OF INSURED: David Schauer, M.D. 14823 Southwest Freeway Sugarland, TX 77478	AGENCY: National Health Service P.O. Drawer 1546 Friendswood, TX 77546
EFFECTIVE DATE: <u>09 / 01 / 94</u> EXPIRATION DATE: <u>09 / 01 / 95</u>	EXPIRING POLICY NO. & COMPANY (IF ANY) D003-9309-001048 Clarendon National Insurance Company

TYPE OF COVERAGE FORM

Claims-Made

PRIMARY LIMITS OF LIABILITY

\$ 1,000,000 Each Claim

\$ 3,000,000 Annual Aggregate

RETROACTIVE DATE

(Claims-Made only)

05 / 07 / 92

(Effective Date of Binder unless Date Shown)

DESCRIPTION OF SPECIALTY/SUB-SPECIALTY

80257-2
Internal Medicine-No Surgery

This binder may be cancelled by the insured by surrendering this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

September 26, 1994
Date

Authorized 

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**DRUG TESTING AGREEMENT BETWEEN FORT BEND COUNTY
AND FORT BEND PHYSICIANS**

THIS AGREEMENT is entered into by and between **FORT BEND COUNTY**, a body corporate and politic acting herein by and through its Commissioners' Court (hereinafter referred to as "**County**"), and **FORT BEND PHYSICIANS** (hereinafter referred to as "**FBP**").

WITNESSETH:

THAT WHEREAS, the County desires that drug testing be done pursuant to the County's Drug Detection and Deterrence Policy at a State and Federally certified laboratory; and,

WHEREAS, **FBP** desires to perform, or cause to be performed, said drug testing for the County; and,

WHEREAS, the professional services provided by **FBP** are exempt from TEX.LOC.GOV.CODE ANN. §262.021, et seq., the County Purchasing Act.

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

**I.
TERM**

1.01 The term of this Agreement shall be for one year beginning **January 1, 1995** until **December 31, 1995**.

1.02 This Agreement may be terminated by the County by giving written notice no less than thirty (30) days prior to termination.

II.
SCOPE OF SERVICES

2.01 **FBP shall provide the following services during the term of this Agreement:**

1. **Schedule pre-employment drug tests for applicants for County employment upon verbal request from the County's Human Resources Department ("Human Resources").**
2. **Schedule such other drug tests for County employees as requested by Human Resources.**
3. **Supervise, monitor and document the gathering of employee or applicant samples for drug testing.**
4. **Handle and forward employee or applicant sample, to a National Institute for Drug Abuse certified toxicology laboratory for drug testing. In this regard, FBP shall provide to the County (prior to the commencement of services) proof of said laboratory's certification.**
5. **Document all tests in a confidential out-patient record. This record shall thoroughly document and contain all appropriate information, including but not limited to, date, employee or applicant name, age and sex, test(s) requested, exact chain of custody, testing laboratory used and method of delivery, test results, all verbal or written communications with Human Resources and all invoices, consent forms, test results and other correspondence.**
6. **Provide to Human Resources (1) a telephone report within four working days and (2) a written report within seven days of receipt of a signed applicant/employee consent form. The consent form shall be a written consent to release the testing information**

to Human Resources and shall be provided to the employee/applicant on a form provided by Human Resources.

7. **FBP** shall cause to be performed those tests described in Fort Bend County's Drug Detection and Deterrence Policy. (by entering into this agreement, **FBP** acknowledges that it has read and is familiar with said policy.)

III. PAYMENT

3.01 The County shall pay **FBP NINETEEN AND NO/100 DOLLARS (\$19.00)** per urine drug screen.

3.02 **FBP** shall invoice the County on the first day of the month following the month of services being invoiced.

3.03 The County shall pay **FBP** within fifteen (15) days of receipt of **FBP's** invoice for all approved invoices.

IV. CONFIDENTIALITY

4.01 **FBP** shall hold all data, correspondence, verbal communications and any other information regarding the drug testing performed pursuant to this agreement strictly confidential. In that regard **FBP** shall develop and maintain strict procedures for assuring strict control of all such information. The use or disclosure of any such information for any purpose not authorized by this Agreement is strictly prohibited.

4.02 Data, test results, etc., shall be released only to the Director of Human Resources and shall be transmitted in a manner which assures secrecy.

4.03 FBP shall abide by all applicable State or Federal Privacy Acts and by all County instructions relating to this information.

V.
ASSIGNMENTS

5.01 FBP shall not assign this Agreement without the prior, written approval of the County, and then only subject to such conditions and provisions as the County may deem necessary. No such approval by the County of any assignment shall be deemed in any event or any manner to provide for the creation of any obligation of the County in addition to this Agreement. Approval by the County of the assignment should not be deemed a waiver of any right accrued or accruing against FBP. No assignee of FBP shall assign any agreement without the prior, written approval of the County.

VI.
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

6.01 It is agreed by the parties that at all times and for all purposes hereunder FBP is an independent contractor and not an employee, agent or partner of the County. No statement contained in this Agreement shall be construed so as to find FBP an employee of the County, and FBP's employees, agents, etc., shall be entitled to none of the rights, privileges, or benefits of the County employment.

6.02 It is agreed that nothing herein contained is intended to or should be construed to in any manner create or establish a relationship of co-partners between the parties, or as constituting FBP (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. FBP is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

VII.
RESULTS AND NOTIFICATION

7.01 Verbal Results will be reported to Rose Ann Vargas (713) 341-8617 or Richard Selleh (713) 341-8619. A written confidential notification will be mailed with the test results to:

Fort Bend County
Human Resources Department
309 South 4th St., 5th Floor
Richmond, Texas 77469
Attn: Mr. Richard Selleh, Director

VIII.
INDEMNIFICATION AND INSURANCE

8.01 FBP will indemnify, hold harmless, defend and exempt the County its officers, agents, servants, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incident to the performance of this Agreement and arising directly or indirectly out of the acts, errors or omissions of FBP, its officers, agents, servants, subcontractors or employees; provided, however, that FBFC shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act of the County, its officers, agents, servants or employees.

8.02 FBP's duty to defend, indemnify and hold the County harmless shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed to by the County in writing. The provisions of this section shall survive the termination of this Agreement.

8.03 FBP shall provide the County with proof of insurance with carriers and in amounts satisfactory to the County. In this regard, FBP agrees to provide the County's Risk Management Department with any documentation necessary to evidence coverage for this Agreement, prior to

commencement of work hereunder. Proof of insurance shall be updated for any renewal of this Agreement.

IX.

ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

9.01 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.

X.

SERVICES NOT PROVIDED FOR

10.01 No claim for services furnished by **FBP**, not specifically provided for in this agreement, will be allowed by the County, nor shall **FBP** do any work or furnish any material not covered by the agreement, unless same is approved in writing by the County. Such approval shall be considered to be a modification of this agreement.

XI.

COMPLIANCE WITH LAWS AND REGULATIONS

11.01 In providing all services pursuant to this agreement, **FBP** shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of such services, including those now in effect and those that may hereafter be adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle

the County to terminate this contract immediately upon delivery of written notice of termination to FBP.

XII.
MISCELLANEOUS

12.01 Venue and jurisdiction of any suit, or cause of action which may arise out of, under or in connection with this agreement shall lie exclusively in Fort Bend County, Texas.

12.02 Any and all notices or communications required or permitted under this agreement shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To County: The Honorable Roy L. Cordes, Jr. or his successors
Fort Bend County
P.O. Box 368
Richmond, Texas 77469
Fax No. (713) 341-8609

To FBFC: Fort Bend Physicians
Sugar Land Medical Pavilion
14823 Southwest Freeway
Building B
Sugar Land, Texas 77478
Fax No. (713) 242-9111

This notice section DOES NOT apply to test result notifications.

12.03 This Agreement shall be construed, interpreted and adjudicated under the laws of the State of Texas and, when appropriate, the laws of the United States.

12.04 FBP agrees that its books and records, insofar as they pertain to work done pursuant to this agreement, shall at all reasonable hours be subject to audit and inspection at the FBP's office by the County for three years from the termination of this Agreement.

12.05 The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated.

FORT BEND COUNTY

By: Roy Cordes, Jr.
Roy L. Cordes, Jr., County Judge

Date: 12-20-94

ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND PHYSICIANS

By: David P. Schauer, MD

Date: 12/13/94

AUDITOR'S CERTIFICATION

I hereby certify that funds are available to pay the obligation of Fort Bend County under and within the foregoing agreement between Fort Bend County and Fort Bend Physicians .

Robert Grayless
Robert Grayless, Auditor

**ORDER AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN FORT BEND COUNTY AND
DOCTORS ON WILCREST**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 20 day of December, 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner Pressley, seconded by Commissioner O'Shields, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes, Jr. be, and he is hereby, authorized to execute an Agreement between Fort Bend County and Doctors of Wilcrest. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

**TEXAS MEDICAL LIABILITY TRUST**

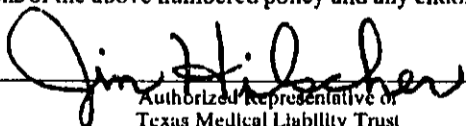
P.O. Box 14746, Austin, Texas 78761

A health care liability claim trust created by the Texas Medical Association

89 0539

THIS IS A CLAIMS-MADE POLICY**DECLARATIONS PAGE**

POLICY NO. 2004950

ITEM 1	NAMED INSURED (including address) Doctors on Wilcrest 11595 S. Wilcrest Houston, TX 77099		NAMED INSURED IS A: PRT	
			IND Individual	SP Solo Professional Association
		PRT Partnership		ASC Professional Association
		OTH Other		
ITEM 2	POLICY PERIOD	beginning and ending at 12:01 a.m. at above stated address	FROM 12-01-94 TO 12-01-95	
ITEM 3	PROFESSIONAL LIABILITY COVERAGE Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.			
		COVERAGES	LIMITS OF LIABILITY	PREMIUM
		A. Professional Liability	each claim 200,000 all claims 600,000	475.00
		B. Deductible (Refer to Endorsement)	0	
		C. Professional Premises Liability	each premise occurrence \$200,000 premise aggregate \$200,000	
		D. Vicarious Liability (Refer to Endorsement)	no additional limits	
		TOTAL PREMIUM		475.00
ITEM 4	TYPE OF COVERAGE CLAIMS-MADE			
	RETROACTIVE DATE 07-01-93			
ITEM 5	Class Principal Practice 90000 PA/PARTNERSHIP/OTHER			
	Territory 11 County 304 HARRIS			
ITEM 6	ENDORSEMENTS 1104, 8A		CREDITS INCLUDED ABOVE 1st Year Practice 2nd Year Practice Risk Management House Bill 18 Experience Part-time Semi-retired	
This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.				
Issue Date: 10-06-94		Countersigned By: 		
SH		Authorized Representative of Texas Medical Liability Trust		

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

Doctors on Wilcrest Contract for Drug Testing

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**DRUG TESTING AGREEMENT BETWEEN FORT BEND COUNTY
AND DOCTORS ON WILCREST**

THIS AGREEMENT is entered into by and between **Fort Bend County**, a body corporate and politic acting herein by and through its Commissioners' Court (hereinafter referred to as "**County**"), and **Doctors on Wilcrest**, (hereinafter called "**DOW**")

WITNESSETH:

THAT WHEREAS, the **County** desires that drug testing be done pursuant to the **County's** Drug Detection and Deterrence Policy at a State and Federally certified laboratory; and,

WHEREAS, DOW desires to perform, or cause to be performed, said drug testing for the **County**; and,

WHEREAS, the professional services provided by **DOW** are exempt from Tex. Loc. Gov. Code Ann. § 262.021, et seq., the County Purchasing Act,

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

**I.
TERM**

1.01 The term of this Agreement shall be for one year beginning **January 1, 1995** and ending on **December 31, 1995**

1.02 This Agreement may be terminated by the **County** by giving written notice no less than thirty (30) days prior to termination.

II.
SCOPE OF SERVICES

2.01 **DOW shall provide the following services during the term of this Agreement:**

1. Schedule pre-employment drug tests for applicants for **County** employment upon verbal request from the County's Human Resources Department ("Human Resources").
2. Schedule such other drug tests for **County** employees as requested by Human Resources.
3. Supervise, monitor and document the gathering of employee or applicant samples for drug testing.
4. Handle and forward employee or applicant sample, to a National Institute for Drug Abuse certified toxicology laboratory for drug testing. In this regard, **DOW** shall provide to the **County** (prior to the commencement of services) proof of said laboratory's certification.
5. Document all tests in a confidential outpatient record. This record shall thoroughly document and contain all appropriate information, including but not limited to, date, employee or applicant name, age and sex, test(s) requested, exact chain of custody, testing laboratory used and method of delivery, test results, all verbal or written communications with Human Resources and all invoices, consent forms, test results and other correspondence.
6. Provide to Human Resources (1), a telephone report within four working days and (2), a written report within seven days of receipt of a signed applicant/employee consent form. The consent form shall be a written consent to release of testing information to Human Resources and shall be provided to the employee/applicant on a form provided by Human Resources.

7. **DOW** shall cause to be performed those tests described in Fort Bend County's Drug Detection and Deterrence Policy. (By entering into this Agreement, **DOW** acknowledges that it has read and is familiar with said policy).

III. PAYMENT

3.01 The County shall pay **NINETEEN AND NO/100 DOLLARS (\$19.00)** per urine drug screen.

3.02 **DOW** shall invoice the County on the first day of the month following the month of services being invoiced.

3.03 The County shall pay **DOW** within fifteen (15) days of receipt of **DOW's** invoice for all approved invoices.

IV. CONFIDENTIALITY

4.01 **DOW** shall hold all data, correspondence, verbal communications and any other information regarding the drug testing done pursuant to this contract strictly confidential. In that regard **DOW** shall develop and maintain strict procedures for assuring strict control of all such information. The use or disclosure of any such information for any purpose not authorized by this Agreement is strictly prohibited.

4.02 Data, test results, etc., shall be released only to the Director of Human Resources and shall be transmitted in a manner which assures secrecy.

4.03 **DOW** shall abide by all applicable State or Federal Privacy Acts and by all County instructions relating to this information.

**V.
ASSIGNMENTS**

5.01 **DOW** shall not assign this Agreement without the prior, written approval of the **County**, and then only subject to such conditions and provisions as the **County** may deem necessary. No such approval by the **County** of any assignment shall be deemed in any event or any manner to provide for the creation of any obligation of the **County** in addition to this Agreement. Approval by the **County** of the assignment should not be deemed a waiver of any right accrued or accruing against **DOW**. No assignee of **DOW** shall assign any agreement without the prior, written approval of the **County**.

**VI.
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

6.01 It is agreed by the parties that at all times and for all purposes hereunder **DOW** is an independent contractor and not an employee, agent or partner of the **County**. No statement contained in this Agreement shall be construed so as to find **DOW** an employee of the **County**, and **DOW's** employees, agents, etc., shall be entitled to none of the rights, privileges, or benefits of the **County** employment.

6.02 It is agreed that nothing herein contained is intended to or should be construed to in any manner create or establish a relationship of co-partners between the parties, or as constituting **DOW** (including its officers, employees, and agents) the agent, representative, or employee of the **County** for any purpose, or in any manner, whatsoever. **DOW** is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

VII.
RESULTS AND NOTIFICATION

7.01 Verbal Results will be reported to Rose Ann Vargas (341-8617) or Richard Selleh (341-8619). A written confidential notification will be mailed with the test results to:

Fort Bend County, Texas
Attn: Mr. Richard Selleh
Director of Human Resources
309 South Fourth Street
Richmond, Texas 77469

VIII.
INDEMNIFICATION AND INSURANCE

8.01 **DOW** will indemnify, hold harmless, defend and exempt the County its officers, agents, servants, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incident to the performance of this Agreement and arising directly or indirectly out of the acts, errors or omissions of **DOW**, its officers, agents, servants, subcontractors or employees; provided, however, that **DOW** shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act of the County, its officers, agents, servants or employees.

8.02 **DOW's** duty to defend, indemnify and hold the County harmless shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed to by the County in writing. The provisions of this section shall survive the termination of this Agreement.

8.03 **DOW** shall provide the County with proof of insurance with carriers and in amounts satisfactory to the County. In this regard, **DOW** agrees to provide the County's Risk

Management Department with any documentation necessary to evidence coverage for this Agreement, prior to commencement of work hereunder. Proof of insurance shall be updated for any renewal of this Agreement.

**IX.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING**

9.01 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.

**X.
SERVICES NOT PROVIDED FOR**

10.01 No claim for services furnished by **DOW**, not specifically provided for in this Agreement, will be allowed by the County, nor shall **DOW** do any work or furnish any material not covered by the Agreement, unless same is approved in writing by the County. Such approval shall be considered to be a modification of this Agreement.

**XI.
COMPLIANCE WITH LAWS AND REGULATIONS**

11.01 In providing all services pursuant to this contract, **DOW** shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of such services, including those now in effect and those that may hereafter be adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle

the County to terminate this contract immediately upon delivery of written notice of termination to DOW.

**XII.
MISCELLANEOUS**

12.01 Venue and jurisdiction of any suit, or cause of action which may arise out of, under or in connection with this Agreement shall lie exclusively in Fort Bend County, Texas.

12.02 Any and all notices or communications required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To County: Fort Bend County
Attn: County Judge
P. O. Box 368
Richmond, Texas 77469
Fax No. (713) 341-8609

To DOW: Doctors on Wilcrest
Attn: John Streger
Administrator
11595 S. Wilcrest
Houston, Texas 77099
Fax No. (713) 495-9423

This notice section DOES NOT apply to test result notifications.

12.03 This Agreement shall be construed, interpreted and adjudicated under the laws of the State of Texas and, when appropriate, the laws of the United States.

12.04 DOW agrees that its books and records, insofar as they pertain to work done pursuant to this Agreement, shall at all reasonable hours be subject to audit and inspection at the DOW's office by the County for three (3) years from the termination of this Agreement.

12.05 The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties put there hands to this Agreement on the dates indicated. This Agreement is effective on the date of the last signature hereto.

FORT BEND COUNTY, TEXAS

By: *Roy Cordes, Jr.*
Roy L. Cordes, Jr., County Judge

Date: 12-20-94

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

DOCTORS ON WILCREST

By: *John Stig*

Date: 12-12-94

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligations of Fort Bend County within the foregoing Agreement.

Robert Grayless
Robert Grayless, County Auditor

PP:l/j/doctors.agr/2608(120794)

18

**ORDER AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN FORT BEND COUNTY AND
HOUSTON PRO MEDICAL MANAGEMENT, INC.**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 20 day of December, 1997, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner Pressley, seconded by Commissioner O'Shields, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes, Jr. be, and he is hereby, authorized to execute the Agreement between Fort Bend County and Houston Pro Medical Management, Inc. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

CERTIFICATE OF INSURANCE

AS PER ORIGINAL

89 0550

192742/94

PRODUCER
W. M. JONES & COMPANY
8588 KATY FREEWAY
HOUSTON, TEXAS 77024
713-465-0766

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED
HOUSTON PRO-MEDICAL
MANAGEMENT, INC.
11618 SOUTHWEST FREEWAY
HOUSTON, TEXAS 77031

- COMPANY LETTER A AMERICAN INDEMNITY
- COMPANY LETTER B
- COMPANY LETTER C
- COMPANY LETTER D
- COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL G/L <input type="checkbox"/> CLAIMS EXOCER <input type="checkbox"/> OWNER & CONTRACTORS <input type="checkbox"/> J <input type="checkbox"/> J	TXCL6140339	02/01/94	02/01/95	GEN AGG \$1,000,000 PROD AGG \$ 0 PERS INJ \$1,000,000 EACH OCC \$1,000,000 FIRE DMG \$ 50,000 MED EXP \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> J				CSL \$ BI (PERS) \$ BI (ACC) \$ PROP DMG \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBR.				EACH OCC \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS EACH ACC \$ DIS LIMIT \$ DIS EMPL \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 WAIVER OF SUBROGATION IN FAVOR OF FORT BEND COUNTY, TEXAS, AS THEIR INTEREST MAY APPEAR.

CERTIFICATE HOLDER

FORT BEND COUNTY, TEXAS
 P. O. BOX 326
 RICHMOND, TEXAS 77469
 ATTENTION: RICHARD SELLER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 WILLIAM M. JONES

William M. Jones
 IRS-AIMS

CIA-025

Houston Pro Medicine Contract for Drug Testing

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**DRUG TESTING AGREEMENT BETWEEN FORT BEND COUNTY
AND HOUSTON PRO MEDICAL MANAGEMENT, INC.**

THIS AGREEMENT is entered into by and between **Fort Bend County**, a body corporate and politic acting herein by and through its Commissioners' Court (hereinafter referred to as "**County**"), and **Houston Pro Medical Management, Inc.**, (hereinafter referred to as "**HPM**").

WITNESSETH:

THAT WHEREAS, the **County** desires that drug testing be done pursuant to the **County's** Drug Detection and Deterrence Policy at a State and Federally certified laboratory; and,

WHEREAS, **HPM** desires to perform, or cause to be performed, said drug testing for the **County**; and,

WHEREAS, the professional services provided by **HPM** are exempt from TEX. LOC. GOV. CODE ANN. § 262.021, et seq., the County Purchasing Act,

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

**I.
TERM**

1.01 The term of this Agreement shall be for one year beginning **January 1, 1995** and ending on **December 31, 1995**.

1.02 This Agreement may be terminated by the **County** by giving written notice no less than **thirty (30) days** prior to termination.

II.
SCOPE OF SERVICES

2.01 HPM shall provide the following services during the term of this Agreement:

1. Schedule pre-employment drug tests for applicants for County employment upon verbal request from the County's Human Resources Department ("Human Resources").
2. Schedule such other drug tests for County employees as requested by Human Resources.
3. Supervise, monitor and document the gathering of employee or applicant samples for drug testing.
4. Handle and forward employee or applicant sample, to a National Institute for Drug Abuse (NIDA) certified toxicology laboratory for drug testing. In this regard, HPM shall provide to the County (prior to the commencement of services) proof of said laboratory's certification.
5. Document all tests in a confidential outpatient record. This record shall thoroughly document and contain all appropriate information, including but not limited to, date, employee or applicant name, age and sex, test(s) requested, exact chain of custody, testing laboratory used and method of delivery, test results, all verbal or written communications with Human Resources and all invoices, consent forms, test results and other correspondence;
6. Provide to Human Resources (1), a telephone report within four working days and (2), a written report within seven days of receipt of a signed applicant/employee consent form. The consent form shall be a written consent to release of testing information to Human Resources and shall be provided to the employee/applicant on a form provided by Human Resources.

7. **HPM shall cause to be performed those tests described in Fort Bend County's Drug Detection and Deterrence Policy. (By entering into this Agreement, HPM acknowledges that it has read and is familiar with said policy.)**

III. PAYMENT

3.01 **The County shall pay NINETEEN AND 00/100 DOLLARS (\$19.00) per urine drug screen.**

3.02 **HPM shall invoice the County on the first day of the month following the month of services being invoiced.**

3.03 **The County shall pay HPM within fifteen (15) days of receipt of HPM's invoice for all approved invoices.**

IV. CONFIDENTIALITY

4.01 **HPM shall hold all data, correspondence, verbal communications and any other information regarding the drug testing done pursuant to this contract strictly confidential. In that regard HPM shall develop and maintain strict procedures for assuring strict control of all such information. The use or disclosure of any such information for any purpose not authorized by this Agreement is strictly prohibited. This confidentiality clause does not apply to the transmission of information to the party tested.**

4.02 **Data, test results, etc., shall be released only to the Director of Human Resources and shall be transmitted in a manner which assures secrecy.**

4.03 **HPM shall abide by all applicable State or Federal Privacy Acts and by all County instructions relating to this information.**

**V.
ASSIGNMENTS**

5.01 **HPM** shall not assign this Agreement without the prior, written approval of the **County**, and then only subject to such conditions and provisions as the **County** may deem necessary. No such approval by the **County** of any assignment shall be deemed in any event or any manner to provide for the creation of any obligation of the **County** in addition to this Agreement. Approval by the **County** of the assignment should not be deemed a waiver of any right accrued or accruing against **HPM**. No assignee of **HPM** shall assign any agreement without the prior, written approval of the **County**.

**VI.
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

6.01 It is agreed by the parties that at all times and for all purposes hereunder **HPM** is an independent contractor and not an employee, agent or partner of the **County**. No statement contained in this Agreement shall be construed so as to find **HPM** an employee of the **County**, and **HPM's** employees, agents, etc., shall be entitled to none of the rights, privileges, or benefits of the **County** employment.

6.02 It is agreed that nothing herein contained is intended to or should be construed to in any manner create or establish a relationship of co-partners between the parties, or as constituting **HPM** (including its officers, employees, and agents) the agent, representative, or employee of the **County** for any purpose, or in any manner, whatsoever. **HPM** is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**VII.
RESULTS AND NOTIFICATION**

7.01 Verbal Results will be reported to Rose Ann Vargas (341-8617) or Richard Selleh (341-8619). A written confidential notification will be mailed with the test results to:

Fort Bend County, Texas
Attn: Mr. Richard Selleh
Director of Human Resources
P. O. Box 326
Richmond, Texas 77469

**VIII.
INDEMNIFICATION AND INSURANCE**

8.01 HPM will indemnify, hold harmless, defend and exempt the County its officers, agents, servants, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incident to the performance of this Agreement and arising directly or indirectly out of the acts, errors or omissions of HPM, its officers, agents, servants, subcontractors or employees; provided, however, that HPM shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act of the County, its officers, agents, servants or employees.

8.02 HPM's duty to defend, indemnify and hold the County harmless shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed to by the County in writing. The provisions of this section shall survive the termination of this Agreement.

8.03 HPM shall provide the County with proof of insurance with carriers and in amounts satisfactory to the County. In this regard, HPM agrees to provide the County's Risk

Management Department with any documentation necessary to evidence coverage for this Agreement, prior to commencement of work hereunder. Proof of insurance shall be updated for any renewal of this Agreement.

IX.

ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

9.01 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.

X.

SERVICES NOT PROVIDED FOR

10.01 No claim for services furnished by HPM, not specifically provided for in this Agreement, will be allowed by the County, nor shall HPM do any work or furnish any material not covered by the Agreement, unless same is approved in writing by the County. Such approval shall be considered to be a modification of this Agreement.

XI.

COMPLIANCE WITH LAWS AND REGULATIONS

11.01 In providing all services pursuant to this contract, HPM shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of such services, including those now in effect and those that may hereafter be adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle

the County to terminate this contract immediately upon delivery of written notice of termination to HPM.

**XII.
MISCELLANEOUS**

12.01 Venue and jurisdiction of any suit, or cause of action which may arise out of, under or in connection with this Agreement shall lie exclusively in Fort Bend County, Texas.

12.02 Any and all notices or communications required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To County: Fort Bend County
Attn: County Judge
P. O. Box 368
Richmond, Texas 77406-0368
Fax No. (713) 341-8609

To HPM: Houston Pro Medical Management, Inc.
Attn: Mr. Jack Molho, President
11618 Southwest Freeway @ Wilcrest
Houston, Texas 77031
Fax No. (713) 575-9113

This notice section DOES NOT apply to test result notifications.

12.03 This Agreement shall be construed, interpreted and adjudicated under the laws of the State of Texas and, when appropriate, the laws of the United States.

12.04 HPM agrees that its books and records, insofar as they pertain to work done pursuant to this Agreement, shall at all reasonable hours be subject to audit and inspection at the HPM's office by the County for three (3) years from the termination of this Agreement.

12.05 The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties put there hands to this Agreement on the dates indicated. This Agreement is effective on the date of the last signature hereto.

FORT BEND COUNTY, TEXAS

By: Roy Cordes, Jr.
Roy L. Cordes, Jr., County Judge

Date: 12-20-94

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

HOUSTON PRO MEDICAL MANAGEMENT INC.

By: Jack Molho
Jack Molho, President

Date: 12/12/94

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligations of Fort Bend County within the foregoing Agreement.

Robert Grayless
Robert Grayless, Auditor

CLERK'S NOTE

VOLUME 89 PAGE 0560 IS VOID

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 3, 1995 UNDER AND BY VIRTUE OF CHAPTER 204, LOCAL GOVERNMENT CODE.

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 STRICT 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

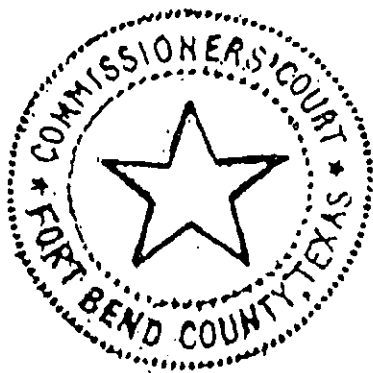
FILMED ON February 27th, 1995.

STARTING WITH
FILM CODE NO. 94-Vol. 89-Pg. 0343 ENDING WITH
FILM CODE NO. 94-Vol. 89-Pg. 0560

CAMERA NUMBER 4666 OR 10545 REDUCTION RATIO 29X &*32X
(Circle line) *Large computer pages.

(SEAL)

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

BETWEEN THIS TITLE PAGE AND THE CERTIFICATE OF LEGALITY AND AUTHENTICITY
ARE THE COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF
THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 27th DAY OF February,
19 95 STARTING WITH FILM CODE NUMBER 94-Vol. 89-Pg.0563
YEAR-ROLL (VOL.) NO.-PAGE NUMBER

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
Betty Fulgham (DEPUTY)



R. DIANNE MCWETHY

DIRECTOR OF ADMINISTRATIVE SERVICES
FORT BEND COUNTY
(713) 341-8670

MEMORANDUM

TO: Roy L. Cordes, Jr., County Judge
Commissioners Court

FROM: Dianne McWethy, Director of Administrative Services *Dianne*

SUBJECT: Centralized Mailroom for Courthouse Complex

DATE: December 19, 1994

Background:

On December 13, 1994, staff presented to Commissioners Court a plan for the development of a Centralized Mailroom for departments located within the Courthouse Complex that includes the Jane Long Annex, the William B. Travis Building and the Office of the County Clerk. The purpose of the Centralized Mailroom was to assist the county with the following: 1) to reduce the processing time for mailings; 2) to reduce and control postage costs; and 3) to reduce the cost of labor involved in processing the mail. The Centralized Mailroom would also consist of combination locked post office boxes and drawers for receipt and distribution of incoming mail, as well as inter-office mail.

Analysis:

As requested by Commissioners Court, staff met with the Commissioner O'Shieles and Commissioner Lutts, Space Committee, to discuss the location and timeline to provide for construction and staffing, as well as to provide county departments information concerning the development and transition period for the development of the mailroom. Staff met with Robert Grayless, County Auditor, to discuss the creation of an Administrative Services Department budget, inclusive of the Building Maintenance, Telecommunications and Centralized Mailroom. Robert Grayless, County Auditor, and Kirk Kirkpatrick, 1st Assistant County Auditor, recommend that sub-codes for each of the referenced departments be established for the acquisition and tracking of expenditures by the Director of Administrative Services with the utilization of Department #069, Elections Administration. The Elections Administration Department budget currently utilizes sub-codes for the following: 1) Election Services Contract - #150-069-0692; and 2) Voter Registration - #137-069-0691.

As per the attached December 13, 1994 memorandum, the equipment needs have been identified by staff. The staffing of the department will include one (1) full-time mailroom supervisor and two (2) part-time mail clerks, inclusive of a transfer of staff from building maintenance to the Centralized Mailroom.

The proposed location (see attached design) is the County Clerk's Building, Suite 101, (the office space currently utilized by Elections Administration/Voter Registration). The Elections Administration

Department will be relocated to the 6th floor of the William B. Travis Building, (the office space currently utilized by the Fire Marshal and Emergency Operations Center, as well as the Central Counting Station).

Staff is currently in the process of working with Emergency Operations Center and Building Maintenance Department to develop a timeline for this project. It is estimated that the construction of the Centralized Mailroom, inclusive of construction design, equipment and personnel, would be completed during the first quarter of fiscal year 1995. During the transition period, each of the affected departments affected would be provided information concerning the development of the mailroom to assist with budget and planning issues for the departments.

The equipment and operational costs for the attached Centralized Mailroom budget incorporates postage expenditures identified by county departments in a survey prepared and conducted with the assistance of Pitney Bowes and the Paragon Mail Processor, currently used by the County Clerk's Office.

Summary and Recommendation:

Staff requests that Commissioners Court approve the creation of Centralized Mailroom for the Courthouse Complex. If you have any questions or need additional information, contact me at 341-8670.

**Proposed Centralized Mailroom Budget
FY 1995**

DATE: 20-Dec-94

FORT BEND COUNTY
1995

REPORT ID: B000

EXPENSE BUDGET BY OBJECT

FUND: 010 GENERAL FUND
ORG: 000 CENTRALIZED MAIL ROOM

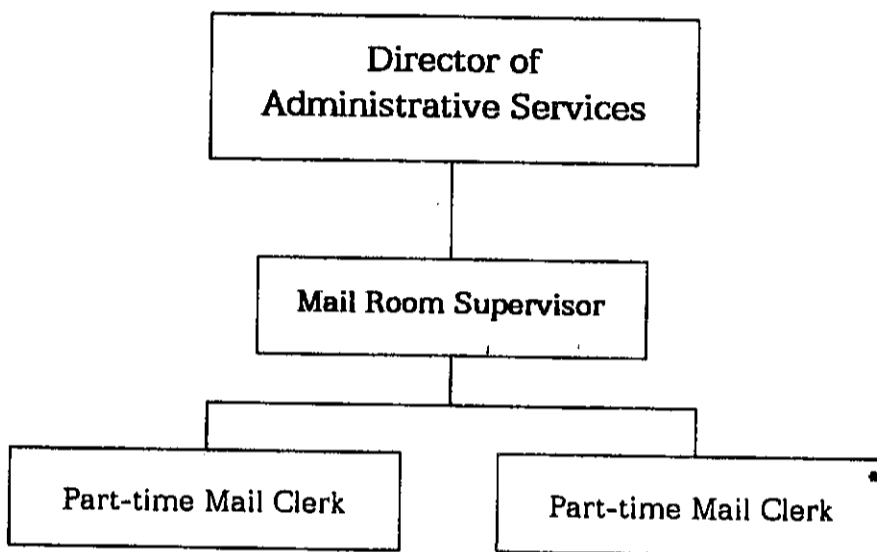
AGENCY: 000 DIRECTOR OF ADMINISTRATIVE SERVICES
ACTIVITY: 1000 GENERAL ADMINISTRATION

1993		1994		1995	
BUDGET	EXP THRU	BUDGET	EXP THRU	BUDGET	RECOM
EXPENDITURE AS MODIFIED	05/18/94	EXPENDITURE	EXPENDITURE	ENDED	ADOPTED
				OBJECT	BUDGET
\$0	\$0	\$0	\$0	0200	\$21,970
					\$21,970
\$0	\$0	\$0	\$0	0201	\$20,893
					\$20,893
\$0	\$0	\$0	\$0	0250	\$0
					\$0
\$0	\$0	\$0	\$0	0300	\$3,279
					\$3,279
\$0	\$0	\$0	\$0	0400	\$1,538
					\$1,538
\$0	\$0	\$0	\$0	0500	\$3,900
					\$3,900
\$0	\$0	\$0	\$0	0600	\$1,243
					\$1,243
\$0	\$0	\$0	\$0	0700	\$0
					\$0
\$0	\$0	\$0	\$0	0701	\$1,000
					\$1,000
\$0	\$0	\$0	\$0	1010	\$15,350
					\$15,350
\$0	\$0	\$0	\$0	1062	\$200,000
					\$200,000
\$0	\$0	\$0	\$0	4010	\$9,625
					\$9,625
\$0	\$0	\$0	\$0	TOTAL	\$278,798
					\$278,798
\$0	\$0	\$0	\$0	TOTAL FOR ACTIVITY	\$278,798
					\$278,798

**Proposed Centralized Mailroom Organizational
Chart
FY 1995**

Administrative Services Centralized Mail Room Department

Proposed Organization Chart 12-20-94



• Inclusive of transfer of staff from building services

**Staff memorandum
presented to Commissioners Court, December 13, 1994**

MEMORANDUM

TO: Roy L. Cordes, Jr, County Judge
Commissioners Court

FROM: Dianne McWethy, Director of Administrative Services *Dianne*

SUBJECT: Centralized Mail Room

DATE: December 13, 1994

Background:

In August 1994, Commissioners Court requested that the Director of Administrative Services research and develop a plan for the development of a Centralized Mail Room for the departments located within the Courthouse Complex that includes the Jane Long Annex, the William B. Travis Building and the Office of the County Clerk. The purpose of the Centralized Mail Room was to assist the county with the following: 1) to reduce the processing time for mailings; 2) to reduce and control postage costs; and 3) to reduce cost of labor involved in processing the mail.

Analysis:

Prior to the development of the plan, Terri Gloyna, Pitney Bowes representative provided assistance to complete the following tasks:

- 1) Develop, distribute and provide on-site assistance with the Centralized Mail Room Survey for the internal departments within the Courthouse Complex;
- 2) Analyze and evaluate the survey results.

The survey provides the following information for analysis:

- 1) Each county department within the Courthouse Complex independently processes mail;
- 2) The average monthly cost for postage mailing equipment for the complex is \$497.00;
- 3) The total average annual budget for postage with the Richmond Post Office is over \$131,101 (See attached);
- 4) The annual cost for the department post office boxes and drawers is \$681.00; and
- 5) The majority of the departments surveyed assign one staff person to process mail two times a day.

The survey identified the following areas that could be addressed with the development of a Centralized Mail Room:

- 1) Over-postage of materials prepared for mailings;
- 2) Unable to secure discounts for mailings;

- 3) Over-postage of overnight carrier mailings;
- 4) Internal county departments use employees to prepare mailings; and
- 5) Redundancy of jobs and equipment within the Courthouse Complex.

Equipment Needs:

The proposed mail system includes a Paragon Mail Processor, currently in County Clerk's Office, inclusive of a scanner, a Carrier Management System, and an Automatic Folder/Inserter. The advantages of the proposed system are: 1) to provide control and tracking of postage expenditures for Courthouse Complex departments; 2) to eliminate redundancy in mailing equipment and staff; 3) to provide shipping savings for best postage rates and postal overnight carriers; and 4) to increase daily postage volumes. The monthly cost is \$801.00 for the proposed system. The attached cost analysis prepared by Pitney Bowes indicates an estimated savings, based on equipment only, of over \$18,900 per year. The Centralized Mail Room would also serve as the facility for the receipt and distribution of inter-office mail for all county departments. The Mail Room would consist of combination locked post office boxes and drawers for receipt and distribution of incoming mail, as well as inter-office mail.

Staffing Needs

As per discussions with Mr. Patterson, Richmond Post Master, concerning the volume of mail received and processed by the Richmond Post Office, the staffing needs of the Centralized Mail Room would include a full-time Mail Supervisor, and a part-time mail clerk. (See attached job descriptions).

Space Requirements

On the basis of the above information, Pitney Bowes assisted with the development of the attached schematic drawing for the Fort Bend County Centralized Mail Room. The Centralized Mail Room would need to be located on the first floor of Courthouse Complex with accessible ingress and egress for the mail delivery trucks and overnight carriers.

Staff has prepared the attached fiscal budget for the Centralized Mail Room for discussion. Terri Gloyna, Pitney Bowes representative, and staff are available to provide additional information to the Court for discussion and consideration.

89 0572

AS PER ORIGINAL

ANNUAL POSTAGE DOLLARS

DEPARTMENT	POSTAGE DOLLARS
Auditor	100
Bail Bond	50
Building Maintenance	300
Constable Pct 1	600
County Clerk	25,000
County Judge	1,300
County Treasurer	8,000
District Attorney	9,000
District Clerk	12,000
Elections Administration	14,860
Fire Marshall	2,175
Human Resources	1,861
Justice of the Peace	
Purchasing	2,000
Risk Management	2,500
Tax Collector	50,000
Telecommunications	
Veteran Services	
Unknown	320
Unknown	1,035
TOTAL	\$ 131,101

* On Odd Numbered Years Election Administration is required to send Voter Registration Certificates. This increases their postage budget approximately \$ 25,000 to \$ 35,000 more.

89 0573

PROPOSED SYSTEM

CURRENT PARAGON WITH SCANNER
CARRIER MANAGEMENT SYSTEM
AUTOMATED FOLDER/INSERTER
FURNITURE

LEASE INVESTMENT :

51 Month Lease

\$ 801.00 @ month

89 0574

COST ANALYSIS

CURRENT COST		PROPOSED COST	
CURRENT EQUIPMENT	\$ 497	PROPOSED EQUIPMENT	
		Phase I	\$ 384.00
		Phase II	\$ 417.00
		TOTAL	\$ 801
POSTAGE COSTS		POSTAGE COSTS	
37,672 pieces per month x .29 = \$ 10,925		37,672 pieces per month x .249 = \$ 9,380	
(\$ 131,101 annual postage budget			
÷ 12 months = \$ 10,925)		Additional Postage Savings	
		\$ 9,687 x 3.5% =	<\$ 339>
TOTAL	\$ 11,422	TOTAL	\$ 9,842

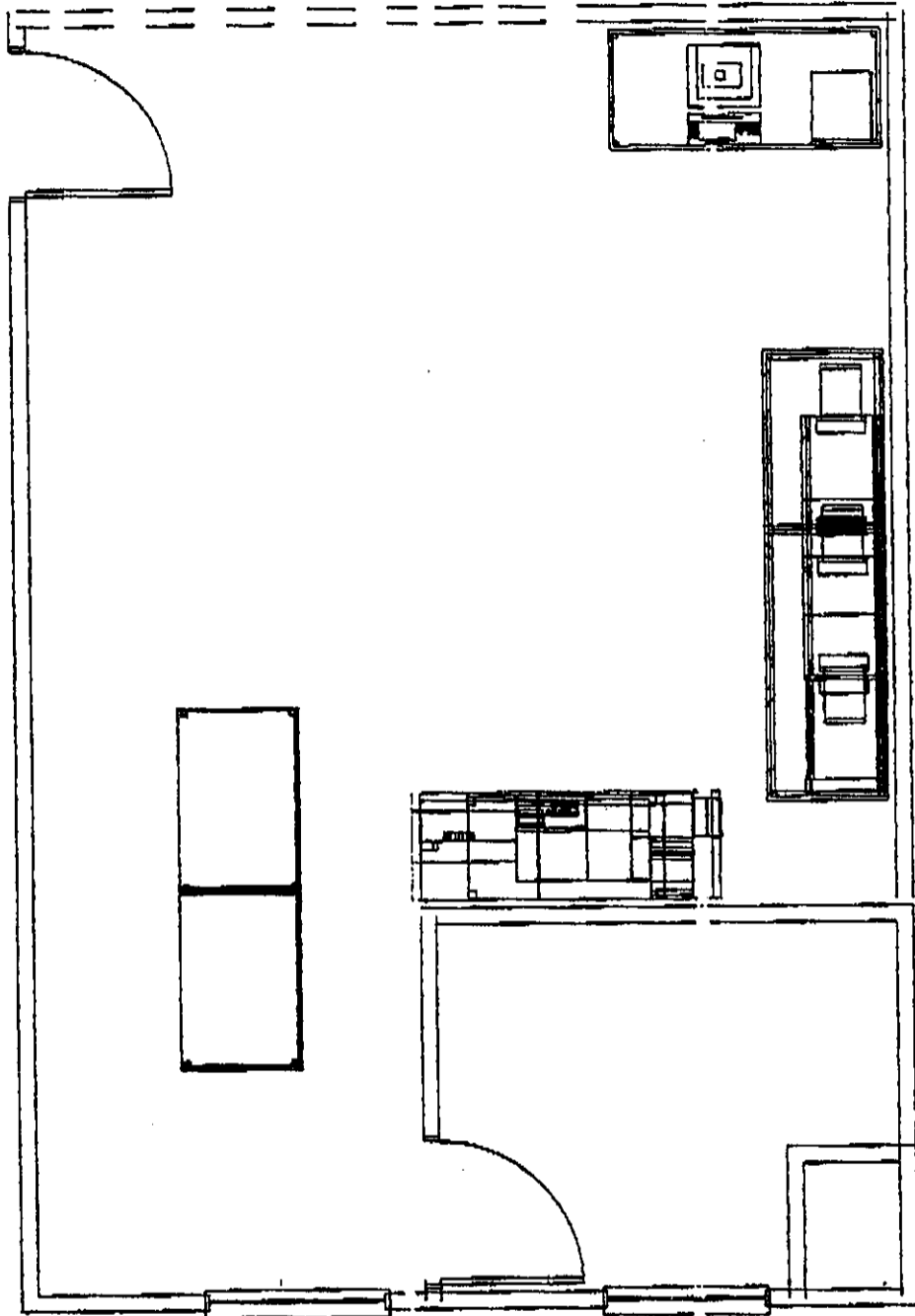
PRESENT COST	\$ 11,422
PROPOSED COST	\$ 9,842
YOU SAVE PER MONTH	\$ 1,580
OR OVER \$ 18,900 PER YEAR	

* Please note there is additional labor savings in mail processing, folding and inserting, and package preparation. On average we calculate that labor is reduced 50% to 66 % when automation is used.

89 0575

AS PER ORIGINAL

FORT BEND COUNTY
Centralized Mailroom



Submitted by: Terri Gloynd
Pitney Bowes



AS PER ORIGINAL

89 0576 a✓

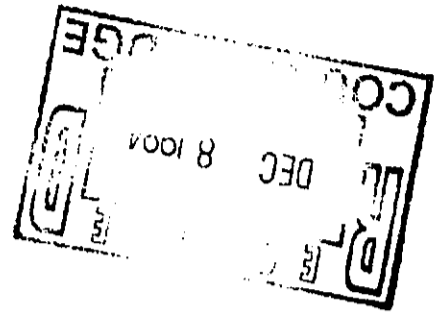
#21

COMMUNITY SUPERVISION AND CORRECTIONS
DEPARTMENT

Deanne M. Rogers
Director

December 7, 1994

The Honorable Roy L. Cordes
County Judge
Fort Bend County
501 Jackson Street, Suite 103
Richmond, Texas 77469



Judge Cordes:

It is possible that the CSCD may be allowed to purchase another van with state funds, if approved.

We have turned down some CSR work crew requests within the county because of lack of transportation for probationers to get to certain job sites. We have plenty of probationers and plenty of work; we just don't have enough vehicles to get people where they need to be. We will also be using state funds to hire another CSR Facilitator to supervise the work crews. He will be working part-time.

If this purchase is approved by the state, we will be using hold-over money from last year. It is a limited amount. My question is this: If we pay for the van with state funds, can we rely on the county for insurance, maintenance, and fuel? This van will be used to transport workcrews onto county job sites.

Please sign below if this is agreeable with you.

Sincerely,

Deanne M. Rogers
Director

Roy L. Cordes, County Judge

DR:dh
1822

RESOLUTION

WHEREAS, reimbursement grant money is being made available from the Houston-Galveston Area Council to encourage the use of alternative fuels in public sector motor fleets; and

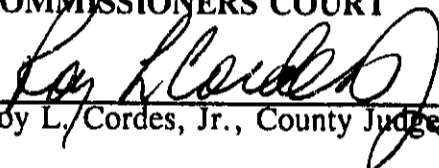
WHEREAS, Fort Bend County is desirous of converting a portion of its fleet to dual fuel use; and

WHEREAS, Fort Bend County understands that fifty (50) percent of its eligible costs involved in such conversion effort is reimbursable from the grant money being administered by H-GAC;

NOW THEREFORE, FORT BEND COUNTY COMMISSIONERS' COURT pledges the necessary matching funds to complete the project, and further pledges funds in sufficient amount to convert seventy (70) vehicles.

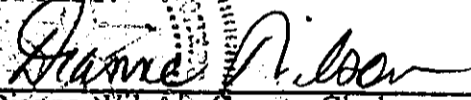
ADOPTED this 20 day of Dec., 1994.

**FORT BEND COUNTY
COMMISSIONERS COURT**



Roy L. Cordes, Jr., County Judge

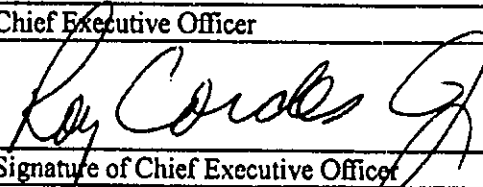
ATTEST:



Diarnee Wilson, County Clerk



**HOUSTON-GALVESTON AREA COUNCIL
GRANT APPLICATION FOR THE ALTERNATIVE FUEL PROGRAM**

Application/Receiving Party	
Fort Bend County	Vehicle Maintenance
Applicant/Purchaser	Department/Organization
230 Legion	(713) 341-4792
Street/PO Box	Telephone Number
Richmond Texas 77469	(713) 341-4799
City/State/Zip Code	Fax Number
Grant/Project Information	
Number of Program Vehicles	Proposed Funding
Light-Duty: <u>60</u>	Total Cost of AFV(s): \$ <u>261,600.00</u>
Medium-Duty: <u>4</u>	Total Local Match: \$ <u>130,800.00</u>
Heavy-Duty: _____	Total Project Amount: \$ _____
School Bus: _____	
Fuel	Incremental Cost per Vehicle
CNG:	Light-Duty: \$ <u>200,000.00</u>
LNG: 54	Medium-Duty: \$ <u>21,600.00</u>
Propane: 10	Heavy-Duty: \$ _____
Methanol:	School Bus: \$ _____
Ethanol:	
Electricity:	
Project Management Data	
Sid McArthur	(713) 341-4792
Project Manager	Telephone Number
County Judge Roy Cordes, Jr.	(713) 341-8608
Chief Executive Officer	Telephone Number
	12-20-94
Signature of Chief Executive Officer	Date Signed

PROPOSAL NARRATIVE

- 1) Project Plan - Describe your organizations' vehicle acquisition plan including schedule, departments participating, number and type of vehicles, and fuel(s) to be used.

Fort Bend County would like to convert late model, low mileage vehicles to run on alternative fuels. Vehicles will be 1994 or 1995 cars or light trucks driven over 20,000 miles per year. Conversions will be done by qualified installers as the fuel becomes available. We will maintain documents relating to fuel usage, conversion certification, and vehicle maintenance. The departments involved will be Precinct 1 Road and Bridge, Precinct 2 Road and Bridge, Precinct 3 Road and Bridge, Precinct 4 Road and Bridge, Fort Bend County Drainage District, and Vehicle Maintenance. A total of 70 conversions will be made by Fort Bend County on gasoline engines to run dual-fuel. Conversions to propane will be made where LNG is not feasible.

- 2) Describe current and planned access to fueling facilities.

LNG will be available from a project that is near completion in a central location. Eco Gas has contracted with the county to extract methane gas from a landfill and produce LNG. A second site is in the works, by Eco Gas, to make fueling more convenient. Propane is readily available.

- 3) Describe source of matching funds.

Matching funds will come from the County Operating Fund.

H-GAC, 11/14/94

VEHICLE DATA SUBMITTAL FORM



LOCATION OF FLEET:

Note: you are required to submit a different form for each affected fleet location
Precinct 1 Road & Bridge
201 Payne Lane
Richmond Texas 77406-0148

Table with columns: VEHICLE TYPE, NUMBER OF VEHICLES, FUEL TYPE, ANNUAL MILEAGE, VEHICLE CONVERSION TYPE, CONVERSION CONFIGURATION. Includes rows for Existing Late Model (4 vehicles, LNG fuel, 45,000 miles, Light Duty Truck, Dual-Fuel Gasoline) and Existing Late Model (4 vehicles, Propane fuel, 45,000 miles, Light Duty Truck, Dual-fuel Gasoline).

SUBMITTED BY: Sid McArthur
ORGANIZATION: Vehicle Maintenance
MAILING ADDRESS: 230 Legion Richmond Texas 77469
PHONE NUMBER: (713) 341-4792
FAX NUMBER: (713) 341-4799
REFUELING SITE ADDRESS: 1622 Blume Rd. Rosenberg Texas 77471
DISTANCE TO SITE: 8 Miles

VEHICLE DATA SUBMITTAL FORM



LOCATION OF FLEET: Precinct 2 Road & Bridge
 Note: you are required to submit 2725 FM 521 North
 a different form for each affected Fresno Texas 77545-0249
 fleet location

VEHICLE TYPE	NUMBER OF VEHICLES	FUEL TYPE	ANNUAL MILEAGE	VEHICLE CONVERSION TYPE	CONVERSION CONFIGURATION
Conversion of new vehicle OEM vehicle		CNG LNG Methanol Propane Ethanol Electricity	Expected Annual miles per vehicle	Light-duty vehicle Medium-duty vehicle Heavy-duty vehicle School bus	Dedicated Dual-fuel gasoline Dual-fuel diesel Bi-fuel
Existing Late Model	2	LNG	70,000	Light Duty Truck	Dual-Fuel
Existing Late Model	2	Propane	70,000	Light Duty Truck	Dual-Fuel
Existing Late Model	4	Propane	70,000	Medium Duty Truck	Dual-Fuel

SUBMITTED BY: Sid McArthur REFUELING SITE ADDRESS 1622 Blume Rd
 ORGANIZATION: Vehicle Maintenance Rosenberg Texas
 MAILING ADDRESS: 230 Legion
Richmond Texas 77469
 PHONE NUMBER: (713) 341-4792
 FAX NUMBER: (713) 341-4799
 DISTANCE TO SITE 23 miles

COST DATA SUBMITTAL FORM



LOCATION OF FLEET:

Note: you are required to submit a different form for each affected fleet location

Precinct 2 Road & Bridge
 2725 FM 521 North
 Fresno Texas 77545-0249

VEHICLE CONVERSION TYPE	PER VEHICLE COST FOR CONVENTIONALLY FUELED UNIT	INCREMENTAL COST PER VEHICLE	NUMBER OF VEHICLES	TOTAL INCREMENTAL COST	TOTAL LOCAL MATCH
Light Duty Truck	13,000.00	4,200.00	2	8,400.00	4,200.00
Light Duty Truck	13,000.00	2,200.00	2	4,400.00	2,200.00
Heavy Duty Truck	50,000.00	5,400.00	4	21,600.00	10,800.00
		GRAND TOTAL	8	34,400.00	17,200.00

VEHICLE DATA SUBMITTAL FORM



LOCATION OF FLEET: _____
 Note: you are required to submit a different form for each affected fleet location
 Precinct 3 Road & Bridge
 1809 Eldridge Road
 Sugarland Texas 77478

VEHICLE TYPE	NUMBER OF VEHICLES	FUEL TYPE	ANNUAL MILEAGE	VEHICLE CONVERSION TYPE	CONVERSION CONFIGURATION
Conversion of new vehicle Conversion of existing vehicle OEM vehicle		CNG LNG Methanol Propane Ethanol Electricity	Expected Annual miles per vehicle	Light-duty vehicle Medium-duty vehicle Heavy-duty vehicle School bus	Dedicated Dual-fuel gasoline Dual-fuel diesel Bi-fuel
Existing Late Model	8	LNG	25,000	Light Duty Truck	Dual-Fuel

SUBMITTED BY: Sid McArthur
 ORGANIZATION: Vehicle Maintenance
 MAILING ADDRESS: 230 Legion
 Richmond Texas 77469
 PHONE NUMBER: (713) 341-4792
 FAX NUMBER: (713) 341-4799

REFUELING SITE ADDRESS: 1622 Blume Rd
 Rosenberg Texas
 DISTANCE TO SITE: 16 Miles

VEHICLE DATA SUBMITTAL FORM



LOCATION OF FLEET: _____
Note: you are required to submit a different form for each affected fleet location Precinct 4 Road & Bridge
12919 Dairy Ashford
Sugarland Texas 77478

VEHICLE TYPE	NUMBER OF VEHICLES	FUEL TYPE	ANNUAL MILEAGE	VEHICLE CONVERSION TYPE	CONVERSION CONFIGURATION
Conversion of new vehicle OEM vehicle		CNG LNG Methanol Propane Ethanol Electricity	Expected Annual miles per vehicle	Light-duty vehicle Medium-duty vehicle Heavy-duty vehicle School bus	Dedicated Dual-fuel gasoline Dual-fuel diesel Bi-fuel
Existing Late Model	8	LNG	30,000	Light Duty Truck	Dual-Fuel

SUBMITTED BY: Sid McArthur
 ORGANIZATION: Vehicle Maintenance
 MAILING ADDRESS: 230 Legion
Richmond Texas 77469
 PHONE NUMBER: (713) 341-4792
 FAX NUMBER: (713) 341-4799

REFUELING SITE ADDRESS: 1622 Blume
Rosenberg Texas
 DISTANCE TO SITE: 16 Miles

COST DATA SUBMITTAL FORM



LOCATION OF FLEET:

*Note: you are required to submit
a different form for each affected
feed location*

Precinct 4 Road & Bridge
12919 Dairy Ashford
Sugarland Texas 77478

VEHICLE CONVERSION TYPE	PER VEHICLE COST FOR CONVENTIONALLY FUELED UNIT	INCREMENTAL COST PER VEHICLE	NUMBER OF VEHICLES	TOTAL INCREMENTAL COST	TOTAL LOCAL MATCH
Light Duty Truck	13,000.00	4,200.00	8	33,600.00	16,800.00
GRAND TOTAL			8	33,600.00	16,800.00

VEHICLE DATA SUBMITTAL FORM



LOCATION OF FLEET:

Note: you are required to submit a different form for each affected fleet location
Drainage District 1004 Blume Rd
Rosenberg Texas 77471

VEHICLE TYPE	NUMBER OF VEHICLES	FUEL TYPE	ANNUAL MILEAGE	VEHICLE CONVERSION TYPE	CONVERSION CONFIGURATION
Conversion of new vehicle Conversion of existing vehicle OEM vehicle		CNG LNG Methanol Propane Ethanol Electricity	Expected Annual miles per vehicle	Light-duty vehicle Medium-duty vehicle Heavy-duty vehicle School bus	Dedicated Dual-fuel gasoline Dual-fuel diesel Bi-fuel
Existing Late Model	6	LNG	15,000	Light Duty Truck	Dual-Fuel
Existing Late Model	6	LNG	15,000	Light Duty Truck	Dual-Fuel

SUBMITTED BY:
ORGANIZATION:
MAILING ADDRESS:
PHONE NUMBER:
FAX NUMBER:

Sid McArthur
Vehicle Maintenance
230 Legion
Richmond Texas 77469
(713) 341-4792
(713) 341-4799

REFUELING SITE ADDRESS
1622 Blume Rd
Rosenberg Texas
DISTANCE TO SITE 1 1/2 Mile

VEHICLE DATA SUBMITTAL FORM



LOCATION OF FLEET:

Note: you are required to submit a different form for each affected fleet location
 Vehicle Maintenance
 230 Legion
 Richmond Texas 77469

VEHICLE TYPE	NUMBER OF VEHICLES	FUEL TYPE	ANNUAL MILEAGE	VEHICLE CONVERSION TYPE	CONVERSION CONFIGURATION
Conversion of new vehicle Conversion of existing vehicle OEM vehicle		CNG LNG Methanol Propane Ethanol Electricity	Expected Annual miles per vehicle	Light-duty vehicle Medium-duty vehicle Heavy-duty vehicle School bus	Dedicated Dual-fuel gasoline Dual-fuel diesel Bi-fuel
Existing Late Model	10	LNG	30,000	Automobile	Dual-Fuel
Existing Late Model	10	Lag	30,000	Light Truck	Dual-Fuel

SUBMITTED BY:
 ORGANIZATION:
 MAILING ADDRESS:
 PHONE NUMBER:
 FAX NUMBER:

Sid McArthur
 Vehicle Maintenance
 230 Legion
 Richmond Texas 77469
 (713) 341-4792
 (713) 341-4799

REFUELING SITE ADDRESS: 1622 Blume
 Rosenberg Texas
 DISTANCE TO SITE: 9 Miles

89 0592
124



County Attorney

FORT BEND COUNTY, TEXAS

BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

AREA CODE 713
341-4555
FAX (713) 341-4557

December 13, 1994

The Honorable Roy L. Cordes, Jr.
County Judge
Fort Bend County, Texas

**RE: 1995 Renewals of Interlocal Agreements between Fort Bend County
and the City of Rosenberg**

Dear Judge Cordes:

Enclosed please find duplicate originals of the Interlocal Agreement between Fort Bend County and the City of Rosenberg for maintenance, repair and construction of streets, roads, and drainage; Interlocal Agreement between Fort Bend County Drainage District and the City of Rosenberg; and Interlocal Agreement between Fort Bend County and the City of Rosenberg Providing for the Housing of City Prisoners along with the Orders. These agreements have already been executed by the City of Rosenberg.

Please place these agreements on the next available Commissioners' Court Agenda.

Very truly yours,

James Stavinoha
James Stavinoha
Assistant County Attorney

JS:la/rosenbrg.let/2349-5/3147
Enclosures

cc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage w/o encl.
Commissioner Alton Pressley w/o encl.
Commissioner Bob Lutts w/o encl.
Dan Gerken, Manager of Drainage District
Sheriff R. George Molina

ORDER AUTHORIZING EXECUTION OF
INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND THE CITY OF ROSENBERG

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 20 day of December, 1994, the
Commissioners' Court of Fort Bend County, Texas, upon motion of
Commissioner D'Shields, seconded by Commissioner
Prestage, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes, Jr. be, and he
is hereby, authorized to execute Agreement between Fort Bend County
and the City of Rosenberg for maintenance, repair and construction
of streets, roads, and drainage; said Agreement being incorporated
herein by reference for all purposes as though fully set forth
herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

This interlocal agreement is entered into between the COUNTY OF FORT BEND, hereinafter referred to as "County", and the CITY OF ROSENBERG, hereinafter referred to as "City".

WHEREAS, County and City entered into that certain interlocal agreement for the calendar year 1994 for various county services; and

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1994; and

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

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

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act.

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

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1994 are hereby renewed, extended and continued in force and effect for the calendar year 1995, to-wit:

AS PER ORIGINAL

- XXXX** a. Maintenance, repair and construction of streets, roads, and drainage;
- ___ b. The enforcement of health regulations;
- ___ c. The enforcement of animal control.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1994 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1995, and must be renewed annually thereafter.

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.

SIGNED this 6th day of December, 1994.

CITY OF ROSENBERG

By: Steve A. Alvesti
MAYOR

ATTEST:

Sam Adolphus
CITY SECRETARY

SIGNED this 20 day of Dec, 1994.

COUNTY OF FORT BEND

By: Roy L. Cordes, Jr.Roy L. Cordes, Jr.
County Judge

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

rosenberg.94/2349-5(120194)

ORDER AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN FORT BEND COUNTY DRAINAGE
DISTRICT AND THE CITY OF ROSENBERG

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 20 day of December, 1994, the
Commissioners' Court of Fort Bend County, Texas, upon motion of
Commissioner O'Shields, seconded by Commissioner
Prestage, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes, Jr. be, and he
is hereby, authorized to execute Agreement between Fort Bend County
Drainage District and the City of Rosenberg for maintenance, repair
and construction of drainage within the corporate limits of said
City; said Agreement being incorporated herein by reference for all
purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

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

This interlocal agreement is entered into between the FORT BEND COUNTY DRAINAGE DISTRICT, hereinafter referred to as "Drainage District", and the CITY OF ROSENBERG, hereinafter referred to as "City".

WHEREAS, Drainage District and City entered into that certain interlocal agreement for the calendar year 1994 for various county services; and

WHEREAS, the City and Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1994; and

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

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

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act.

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

1. The hereinafter described interlocal agreement entered into between the Drainage District and City for the calendar year 1994 are hereby renewed, extended and continued in force and effect for the calendar year 1995, to-wit:

AS PER ORIGINAL

Maintenance, repair and construction of drainage within the corporate limits of said City.

2. The above stated interlocal agreement executed by the parties for the calendar year 1994 is hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1995, and must be renewed annually thereafter.

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.

SIGNED this 6th day of December, 1994.

CITY OF ROSENBERG

BY: Lupe A. Alvesti
MAYOR

ATTEST:

Sam Adolphus
CITY SECRETARY

SIGNED this 20 day of Dec, 1994.

COUNTY OF FORT BEND

By: Roy L. Cordes, Jr.
County Judge

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

rosenberg.dd/2349-5(120194)

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

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 20 day of December, 1994, the
Commissioners' Court of Fort Bend County, Texas, upon motion of
Commissioner O'Shields, seconded by Commissioner
Prestage, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes, Jr. be, and he
is hereby, authorized to execute **Agreement between Fort Bend County
and the City of Rosenberg, Texas Providing for the Housing of City
Prisoners**, said Agreement being incorporated herein by reference
for all purposes as though fully set forth herein word for word.

PP:la/rosenberg.hou/3137(120194)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

WHEREAS, the City, 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

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, the governing body of the City has duly authorized this Agreement; and

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

WHEREAS, this Agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code, V.T.C.A.

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 and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of 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.

No prisoner charged with a Municipal Class "C" Misdemeanor only shall be accepted by the Fort Bend County Jail unless the Municipal Magistrate has set his/her bond prior to incarceration.

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, and 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 weekends and holidays. When a City prisoner is removed from the confinement of the County 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 the 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-EIGHT AND NO/DOLLARS (\$28.00) per day per City prisoner that 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, 1995, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1995, 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 indemnify, protect and hold harmless County, its officers, agents and employees from and against any and all claims, demands, losses, damages, causes of action, suit, and liability of every kind, including expenses of litigation court costs and attorneys' fees and including injury to or death of any City prisoner because of the acts and omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

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

attached to this contract and by reference incorporated herein and made a part hereof.

IX.

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

SIGNED this 16th day of December, 1994 in duplicate originals by Order of City Council of

CITY OF ROSENBERG

By: Lupe A. Uresti
Mayor

ATTEST:

Sam Adolphus
City Secretary

SIGNED this 20 day of Dec, 1994 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

COUNTY OF FORT BEND

By: Roy L. Cordes, Jr.
County Judge

ATTEST:

Dianne Wilson
County Clerk

25. AMEND BY-LAWS AND ARTICLES OF INCORPORATION, AND APPOINT MEMBERS TO FORT BEND COUNTY HEALTH FACILITIES DEVELOPMENT CORP.:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to amend By-Laws and Articles of Incorporation and appoint the following members to Fort Bend County Health Facilities Development Corp.:

Dr. Nancy Dickey
 Marcus Brigance
 Linda Bible
 Scheryl Blakemore
 Robert Hargarther

26. AMEND BY-LAWS AND ARTICLES OF INCORPORATION, AND APPOINT MEMBERS TO FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORP.:

Moved by Commissioner Pressley, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to amend By-Laws and Articles of Incorporation, and appoint the following members to Fort Bend County Industrial Development Corp.:

Judy Chong
 Will K. Blakemore
 Jimmy Coleman
 Alva Thomas
 Lynn Branan

27. SET PUBLIC HEARING FOR PARTIAL REPLAT OF FALCON POINT, SEC. 1, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to set public hearing at 10:00 a.m. on January 31, 1995 for partial replat of Falcon Point, Sec. 1, Pct. 3.

28. ACCEPT STREETS IN VILLAGE OF OAK LAKE, SEC. 3, PCT. 3, AND RELEASE BOND #8126-81-36:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered accept streets in Village of Oak Lake, Sec. 3, Pct. 3 and release bond #8126-81-36.

Brookwood Lake Place	982.53 lf
Wellshire Village Court	611.03 lf
Berwick Drive	296.43 lf
Springfield Drive	674.22 lf
Springfield Court	331.18 lf
Oakworth Court	578.37 lf
Claremont Court	180.19 lf
Cobbler Crossing Drive	<u>1,295.22 lf</u>
Total	4,949.17 lf

29. CONSIDER APPROVING ADOPT-A-COUNTY ROAD AGREEMENT WITH GARY FREDRICKSON AND STAFF FOR WILLIAMS SCHOOL ROAD, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to approve Adopt-A-County Road agreement with Gary Fredrickson and staff for Williams School Road, Pct. 1.

30. CONSIDER APPROVING CHANGE ORDER #2 ON TRAVIS BLDG. 4TH FLOOR INTERIOR COMPLETION:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Prestage voting no, it is ordered to approve change order #2 in the amount of \$17,565 on Travis Bldg. 4th floor interior completion and authorize transfer of funds from contingency (if necessary).

**ARTICLES OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
FORT BEND COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**

The Commissioners' Court of Fort Bend County, which is the governing body of Fort Bend County, Texas, the sponsoring entity of the Fort Bend County Health Facilities Development Corporation, hereby amends the Articles of Incorporation of the Corporation filed on November 13, 1985:

ARTICLE I.

The name of the corporation is **FORT BEND COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION.**

ARTICLE II.

Article Eight of the Articles of Incorporation is amended to read as follows:

The affairs of the Corporation shall be managed by a board of directors which shall be composed in its entirety of persons appointed by the governing body of the Sponsoring Entity. The number of directors constituting the initial board of directors is five (5). The names and street addresses of the persons who are to serve as the initial directors are as follows:

<u>Name</u>	<u>Address</u>
Dr. Nancy Dickey	1802 Cedar, Richmond, Tx. 77469
Marcus Brigance	14802 Chasemont, Missouri City, Tx. 77489
Linda Bible	400 Austin, Richmond, Tx. 77469
Scheryl Blakemore	1315 Bramblebury, Sugar Land, Tx. 77478
Robert Hargarther	3915 Falling Brook Ct., Sugar Land, Tx. 77479

Each director, including the initial directors, shall be eligible for reappointment. Directors are removable by the governing body of the Sponsoring Entity for cause. The directors shall serve as such without compensation except that they shall be reimbursed

for their actual expenses incurred in the performance of their duties as directors. Any vacancy occurring on the board of directors through death, resignation or otherwise shall be filled by appointment by the governing body of the Sponsoring Entity to hold office.

ARTICLE III.

The name and current address of the Sponsoring Entity is **Fort Bend County, 309 South Fourth Street, 7th Floor, Richmond, Texas 77469, Attention: County Judge**

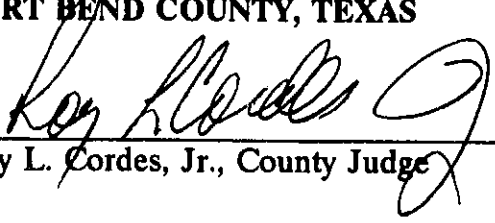
ARTICLE IV.

The Corporation has no members entitled to vote on these Articles of Amendment. The Commissioners' Court of Fort Bend County, as the governing body of the sponsoring entity, has determined that the amendment is advisable and directed that such amendment be made. The amendment was adopted by a majority vote at the December 20, 1994 meeting of Commissioners' Court.

IN WITNESS WHEREOF, we have hereunto set our hands this 20 day of December, 1994.

FORT BEND COUNTY, TEXAS

By:


Roy L. Cordes, Jr., County Judge

ATTEST:


Dianne Wilson, County Clerk

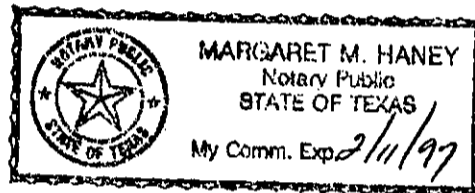
THE STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, a notary public, on this day personally appeared Roy L. Cordes, Jr., known to me to be the person whose name is subscribed to the foregoing Articles of Amendment and, being by me first duly sworn, declared that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of December, 1994.

Margaret M. Haney
Notary Public, State of Texas



**RESOLUTION APPROVING THE AMENDMENT OF THE
ARTICLES OF INCORPORATION
OF
FORT BEND COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**

WHEREAS, the Commissioners Court (the "Governing Body") of Fort Bend County, Texas (the "County") created the Fort Bend County Health Facilities Development Corporation (the "Corporation") pursuant to Article 1528j, Vernon's Annotated Texas Civil Statutes, as amended (now Chapter 221, Texas Health and Safety Code (the "Act")) and authorized the filing of the Articles of Incorporation of the Corporation with the Secretary of State of the State of Texas in the manner provided in the Act; and,

WHEREAS, the Act authorizes the amendment of the Articles of Incorporation of a corporation created pursuant to the Act by the governing body in its sole discretion to change the structure, organization, programs or activities of the Health Facilities Development Corporation, including the power to terminate the Corporation, subject to any limitation on the impairment of contracts; and,

WHEREAS, in order to promote and carry out the public purposes set forth in the Act, the Governing Body of the County has determined to amend the Articles of Incorporation of the Corporation and take certain other related actions set forth more fully hereinafter;

NOW, THEREFORE, be it resolved by the Commissioners Court of Fort Bend County, Texas:

SECTION I

That the Governing Body of the County hereby amends the Articles of Incorporation of the Corporation as filed by revising Article Eight of the Articles of

Incorporation in substantially the form attached hereto as Exhibit "A" and authorizes the filing of such Articles of Amendment with the Secretary of State of the State of Texas in the manner provided for in the Act.

SECTION II

That the Governing Body of the County hereby appoints Dr. Nancy Dickey, Marcus Brigance, Linda Bible, Scheryl Blakemore and Robert Hargarther (each of whom is at least eighteen (18) years of age, a citizen of the State of Texas and a resident of the County) to serve as the members of the Board of Directors of the Corporation.

SECTION III

That the Governing Body of the County hereby approves of amending Article II, Section 2.01 of the Corporation Bylaws to read as follows:

The affairs of the Corporation shall be managed by a Board of Directors of not less than three persons ("Board") which shall consist entirely of persons appointed by the Commissioners' Court of Fort Bend County.

SECTION IV

The Governing Body has considered evidence of the posting of notice of this meeting and officially finds, determines, recites and declares that a sufficient written notice of the date, hour and place of this meeting and of the subject of this Resolution was posted on a bulletin board located at a place convenient and readily accessible to the general public at all times in the County Courthouse of Fort Bend County, Texas, for at least 72 hours preceding the scheduled time of such meeting; such place of posting was readily accessible to the general public at all times from such time of posting until the scheduled time of such meeting; and such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meeting Act, Chapter 551, Texas Government Code, as amended.

PASSED and APPROVED this 20 day of Dec, 1994.

FORT BEND COUNTY

Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

**ARTICLES OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION**

The Commissioners' Court of Fort Bend County, which is the governing body of Fort Bend County, Texas ("County") under whose auspices the Fort Bend County Industrial Development Corporation was created, hereby amends the Articles of Incorporation of the Fort Bend County Industrial Corporation.

ARTICLE I.

The name of the corporation is **FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION.**

ARTICLE II.

Article Eight of the Articles of Incorporation is amended to read as follows:

The number of directors constituting the initial Board of Directors is five (5). The names and street addresses of the persons who are to serve as the initial directors are as follows:

<u>Name</u>	<u>Address</u>
Judy Chong	902 Mockingbird Way, Sugar Land, Tx. 77478
Will K. Blakemore	1315 Bramblebury, Sugar Land, Tx. 77478
Jimmy Coleman	16526 Lost Quail, Missouri City, Tx. 77489
Alva Thomas	6334 Wagner Way, Sugar Land, Tx. 77478
Lynn Branan	1202 Klare, Rosenberg, Tx. 77471

ARTICLE III.

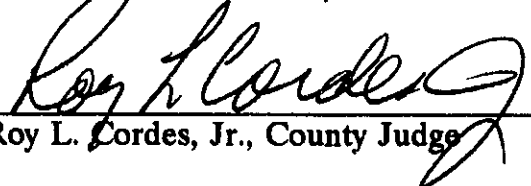
The Corporation has no members entitled to vote on these Articles of Amendment. The Commissioners' Court of Fort Bend County, as the governing body of the unit under whose auspices the Corporation was created, has determined that the amendment is

advisable and directed such amendment be made. The amendment was adopted by majority vote at the December 20, 1994 meeting of Commissioners' Court.

IN WITNESS WHEREOF, we have hereunto set our hands this 20 day of December, 1994.

FORT BEND COUNTY, TEXAS

By:


Roy L. Cordes, Jr., County Judge

ATTEST:


Dianne Wilson, County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, a notary public, on this day personally appeared Roy L. Cordes, Jr., known to me to be the person whose name is subscribed to the foregoing Articles of Amendment and, being by me first duly sworn, declared that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of December, 1994.



Laura L. Johnson
Notary Public, State of Texas

**RESOLUTION APPROVING THE AMENDMENT OF THE
ARTICLES OF INCORPORATION
OF
FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION**

WHEREAS, the Commissioners Court (the "Governing Body") of Fort Bend County, Texas (the "County") created the Fort Bend County Industrial Development Corporation (the "Corporation") pursuant to Article 5190.6, Vernon's Annotated Texas Civil Statutes, as amended (the "Act") and authorized the filing of the Articles of Incorporation of the Corporation with the Secretary of State of the State of Texas in the manner provided in the Act; and,

WHEREAS, the Act provides that the governing body under whose auspices the corporation was created may, in its sole discretion, adopt an amendment to the Articles of Incorporation and deliver the articles of amendment to the Secretary of State; and,

WHEREAS, in order to promote and carry out the public purposes set forth in the Act, the Governing Body of the County has determined to amend the Articles of Incorporation of the Corporation and take certain other related actions set forth more fully hereinafter;

NOW, THEREFORE, be it resolved by the Commissioners Court of Fort Bend County, Texas:

SECTION I

That the Governing Body of the County hereby amends the Articles of Incorporation of the Corporation as filed by revising Article Eight of the Articles of Incorporation in substantially the form attached hereto as Exhibit "A" and authorizes the filing of such Articles of Amendment with the Secretary of State of the State of Texas in the manner provided for in the Act.

SECTION II

That the Governing Body of the County hereby appoints **Judy Chong, Will K. Blakemore, Jimmy Coleman, Alva Thomas and Lynn Branan** (each of whom is at least eighteen (18) years of age, a citizen of the State of Texas and a resident of the County) to serve as the members of the Board of Directors of the Corporation.

SECTION III

That the Governing Body of the County hereby approves of amending Article II, Section 2.01 of the Corporation Bylaws to read as follows:

Powers, Number and Term of Office. The property and affairs of the Corporation shall be managed and controlled by the Board of Directors and, subject to the restrictions imposed by law, the Articles of Incorporation and these Bylaws, the Board of Directors shall exercise all of the powers of the Corporation.

The Board of Directors shall consist of five (5) directors, each of whom shall be appointed by the Governing Body.

The Directors constituting the first Board of Directors shall be those directors named in the Articles of Incorporation. Any director may be removed from office from the Governing Body, for cause or at will.

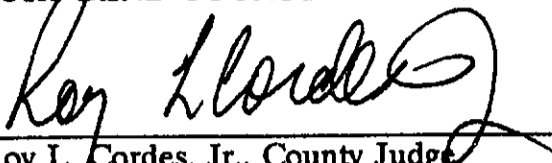
SECTION IV

The Governing Body has considered evidence of the posting of notice of this meeting and officially finds, determines, recites and declares that a sufficient written notice of the date, hour and place of this meeting and of the subject of this Resolution was posted on a bulletin board located at a place convenient and readily accessible to the general public at all times in the County Courthouse of Fort Bend County, Texas, for at least 72 hours preceding the scheduled time of such meeting; such place of posting was readily accessible to the general public at all times from such time of posting until the scheduled time of such meeting; and such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meeting Act, Chapter 551, Texas Government Code, as amended.


PASSED and APPROVED this 20 day of December, 1994.

FORT BEND COUNTY

By:


Roy L. Cordes, Jr., County Judge

ATTEST:


Dianne Wilson, County Clerk

JS:lj:indust.res(121994)

1124
B. Berry - put on agenda.
✓ on 12/20 p

COUNTY OF FORT BEND

Engineering Department

89 0619

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

1124 Blume Road
Phone: (713) 342-3039

December 12, 1994

Commissioner Alton B. Pressley
Fort Bend County Precinct # 3
1809 Eldridge Road
Sugar Land, Texas 77478

RECEIVED DEC 14 1994

RE: VILLAGE OF OAK LAKE, SEC. 3

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:


Brookwood Lake Place	982.53 lf
Wellshire Village Court	611.03 lf
Benwick Drive	296.43 lf
Springfield Drive	674.22 lf
Springfield Court	331.18 lf
Oakworth Court	578.37 lf
Claremont Court	180.19 lf
Cobbler Crossing Drive	<u>1,295.22 lf</u>
Total	4,949.17 lf

The current bond/letter of credit is # 8126-81-36 in the amount of \$ 247,450.00 . Release letter of credit to:

Mr. Jerry Berry, Durwood Greene
P.O. Box 1338
Stafford, Texas 77477

If you should have any questions or need additional information, Please feel free to call.

Sincerely,


Steven L. Evans
Assistant to County Engineer

cc: Mr. Gary Mensik, Rust Lichliter/Jameson
Mr. David Day, Durwood Greene
Mr. Jerry Berry, Durwood Greene
File

I:\WPDATA\LETTERS\DEV\92218124.M01

89-0620

PUBLIC HEARING NOTICE

FOR: partial replat of Falcon Point, Sec. 1, Pct. 3.

DATE: January ³¹/₂₄, 1995

TIME: 10:00 a.m.

NEWSPAPER(S) _____

INVOICE: Brian Smith
Steffek + VanderWiele
782-0042
2925 Briarpark Suite 1195
Houston 77042

#27



FORT BEND COUNTY CLERK

301 Jackson St., P.O. Box 520, Richmond, TX 77406-0520
(713) 341-8685 • Fax (713) 341-8669

DIANNE WILSON
COUNTY CLERK

STATE OF TEXAS }
COUNTY OF FORT BEND }

I HEREBY CERTIFY that on the 6 day of January, 1995

I sent to the following newspaper(s): FORT BEND/SOUTHWEST STAR

regarding a public hearing on (date and topic) January 31, 1995
at 10:00 a.m. for partial replat of Falcon Point, Sec. 1, Pct. 3.

to be published for 3 consecutive day weeks beginning with the
11 day of January, 1995.

Also, 6 property owners have been notified of the hearing date.

Dianne Wilson

DIANNE WILSON
COUNTY CLERK
FORT BEND COUNTY, TEXAS
DATE: 1-13-95

89 0622
28

COUNTY OF FORT BEND

Engineering Department

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

1124 Blume Road
Phone: (713) 342-3039

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT:

check one or more documents per project

BOND

8126-81-36 \$ 247,450.00

Name: P=Durwood Greene & Oak Lake Partners, S=Federal Insurance Co.

LETTER OF CREDIT

_____ \$ _____
Name: _____

OTHER

_____ \$ _____
Name: _____

CONSTRUCTION PROJECT (name or location): VILLAGE OF OAK LAKE, SEC. 3

RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: Mr. Jerry Berry, Durwood Greene
Address: P.O. Box 1338
City/State/Zip: Stafford, Texas 77477

AGREED:

Louis Hood
FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # _____

COURT APPROVED: 12-20-94 #28
DATE OF RETURN: _____
BY: _____
Deputy County Clerk



County Attorney
FORT BEND COUNTY, TEXAS

DEC 19 1994
COUNTY JUDGE

89 0623

BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

AREA CODE 713
341-4555
FAX (713) 341-4557

December 19, 1994

The Honorable Roy L. Cordes, Jr.
County Judge
Fort Bend County, Texas

RE: Adopt-A-County-Road Agreement

Dear Judge Cordes:

Please find the attached Adopt-A-County-Road Agreement for the adoption of a portion of Williams School Road by Gary Fredrickson and staff. This office previously concluded that it would be improper for an elected official's name and title to appear on such a sign, so the sign will make no reference to any official position. This appears to be acceptable, although a sign change may need to be made if the issue is clarified later.

The Agreement is approved as to form. This matter is on the December 20, 1994 Agenda for consideration by Commissioners' Court.

Very truly yours,

James Stavinoha
James Stavinoha
Assistant County Attorney

JS:la/fredrick.let/2346-1
Enclosure

cc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
Judge Gary Fredrickson, Pct. 1, Pl. 1

309 So. Fourth St., Suite 821, Richmond, Texas 77469

ORDER AUTHORIZING EXECUTION OF
ADOPT-A-COUNTY-ROAD AGREEMENT BETWEEN
FORT BEND COUNTY AND GARY "IKE" FREDRICKSON

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 20 day of December, 1994, the
Commissioners' Court of Fort Bend County, Texas, upon motion of
Commissioner O'Shields, seconded by Commissioner
Prestage, duly put and carried,

IT IS ORDERED that County Judge Roy L. Cordes, Jr. be, and he
is hereby, authorized to execute an Adopt-A-County-Road Agreement
between Fort Bend County and Gary "Ike" Fredrickson, said Agreement
being incorporated herein by reference for all purposes as though
fully set forth herein word for word.

JS:la/fredrick.let/2346-1(121994)

FORT BEND COUNTY

APPLICATION FOR ADOPT-A-COUNTY-ROAD PROGRAM

89 0625

AS PER ORIGINAL

The County will work with the adopting group to determine the specific section of roadway to be adopted. Such factors as width of right-of-way, geometrics, congestion and reduced sight distance of roadways may be considered by the County in determining what county roads shall be eligible for adoption.

Gary "Ike" Fredrickson
(name of organization)

TYPE OF ORGANIZATION

8923 Main
(mailing address)

Service	<input type="checkbox"/>	Civic	<input type="checkbox"/>
Religion	<input type="checkbox"/>	Govt.	<input checked="" type="checkbox"/>
Business	<input type="checkbox"/>	Hobby	<input type="checkbox"/>
College	<input type="checkbox"/>	Scout	<input type="checkbox"/>
School	<input type="checkbox"/>	Other	<input checked="" type="checkbox"/> (personal)

Needville, Tex 77461
(City, Zip Code)

Gary "Ike" Fredrickson
(authorized representative)

(713) 342-7807 / (409) 793-3403
(Day Phone No.)

8923 Main
(mailing address)

(Evening Phone No.)

Needville, Tex 77461
(City, Zip Code)

Approximate number of people participating in each cleanup 10

County Road Section you are interested in adopting: Williams School Rd
from State 36 south to FM 360

Approximate length of road section: 3½ (miles)

Gary "Ike" Fredrickson
(Authorized Signature)
12-6-94
Date

Mail this form to: Commissioner R.L. "Bud" O'Shieles
Fort Bend County
P.O. Box 148
Richmond, Texas 77406-0148

Attn: Adopt-A-County-Road Program

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

ADOPT-A-COUNTY-ROAD AGREEMENT

This Agreement entered into by and between Fort Bend County, Texas (hereinafter referred to as the "**County**"), a body corporate and politic, acting herein by and through its Commissioners' Court and Gary "**Ike**" Fredrickson, (hereinafter called "**Fredrickson**").

WITNESSETH:

WHEREAS, The parties recognize the need and the desirability of litter-free county roads; and,

WHEREAS, Fredrickson desires to assist the **County** in maintaining litter-free county roads; and,

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

I.

OBLIGATIONS OF FREDRICKSON

1.01 Participants agree to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the **County** for special conditions on a particular adopted section.

1.02 When participants are 15 years of age or younger, **Fredrickson** shall furnish adequate supervision by one or more adults.

1.03 **Fredrickson** shall conduct at least two safety meetings per year. Participants must attend a safety meeting conducted by the Safety Team before participating in a cleanup. The Safety Team meets on the third Wednesday of each month in the County Insurance Department.

1.04 **Fredrickson** shall adopt a section of roadway that is at least two miles long.

1.05 **Fredrickson** shall be required to adopt for a minimum period of two (2) years.

1.06 **Fredrickson** shall pick up litter a minimum of four (4) times a year and at such additional times as required by the **County**.

1.07 **Fredrickson** shall not subcontract or assign its duties or responsibilities to any other group, organization or enterprise.

1.08 **Fredrickson** shall appoint or select a chairperson to serve as spokesperson for the adopting organization.

1.09 **Fredrickson** shall obtain required supplies and materials from the **County** during regular business hours.

1.10 Fold-down traffic control signs installed on Adopt-A-County Road sign supports shall be folded down by **Fredrickson** during a cleanup and returned to the closed position after the cleanup has been accomplished.

1.11 Individuals shall wear **County** supplied and approved safety vests during the trash pickup.

1.12 **Fredrickson** shall be responsible for placing litter in trash bags furnished by the **County**.

1.13 Unused materials and supplies furnished by the **County** shall be returned to the **County** within one week following each cleanup.

1.14 **Fredrickson** shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages while on the adopted section.

1.15 **Fredrickson** shall be responsible for maintaining a first-aid kit and adequate drinking water while participating in litter pickup on the adopted section.

1.16 **Fredrickson** will be required to complete a "Performance Report" form after each cleanup. The form will be supplied to **Fredrickson** when supplies are picked up at the designated maintenance office. Upon completion of the work and completion of the form, the form is to be returned to the address indicated on the form.

II.

OBLIGATIONS OF COUNTY

2.01 Work with **Fredrickson** to determine the specific section of the County to be adopted.

2.02 Erect a sign at each end of the adopted section with **Fredrickson** name or acronym displayed.

2.03 Provide safety vests, trash bags, and safety literature.

2.04 Remove the filled trash bags the first workday after the pickup.

2.05 Remove litter from the adopted section only under unusual circumstances, i.e., to remove large, heavy or hazardous items.

III.

INDEMNIFICATION

3.01 **Fredrickson**, its employees, agents and volunteers agree to and shall indemnify, defend and hold harmless the **County** and its elected officials, officers, employees and agents, from and against any and all claims,

losses, damage, causes of action, suits, and liability of any kind, including all expenses of litigation, court costs, attorney's fees, arbitration, mediation, or administrative hearing costs and awards, for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any property, including consequential damages arising out of or resulting from the acts, errors and omissions of **Fredrickson** under this Agreement.

IV.

INDEPENDENT CONTRACTOR

4.01 In the performance of work or services hereunder, **Fredrickson** shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of **Fredrickson** or, where permitted, of its subcontractors.

4.02 **Fredrickson** and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of the **County** and shall not be entitled to any of the privileges or benefits of **County** employment.

V.

TERMINATION

5.01 If in the sole judgment of the **County**, it is found that the adopting group is not meeting the terms and conditions of this agreement, upon 30 days notice the **County** may terminate the adoption agreement and remove the signs. This agreement may be modified in scope or altered in any other manner at the sole discretion of the **County**. The **County** reserves the right to modify or cancel the Program at any time, and for any reason at the sole discretion of the **County**.

VI
COUNTY ROAD

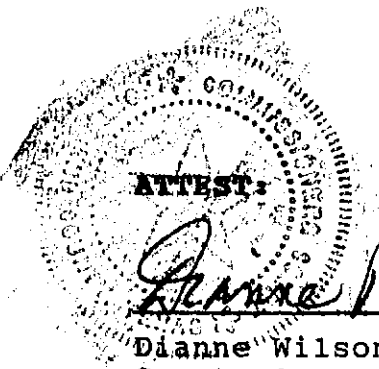
AS PER ORIGINAL

6.01 The County recognizes Gary "Ike" Fredrickson as the adopting organization for Williams School Road, from State Highway 36 south to FM 360, a distance of approximately 3½ miles, and Fredrickson accepts the responsibility of picking up litter on this section of roadway and promoting a litter-free environment in the community for a period beginning January 1, 1995, and ending December 31, 1996.

FORT BEND COUNTY, TEXAS

By: Roy Cordes Jr
Roy L. Cordes, Jr.
County Judge

Date: 12-20-94



ATTEST:
Dianne Wilson
Dianne Wilson
County Clerk

By: Gary "Ike" Fredrickson
Gary "Ike" Fredrickson

Date: 12-6-94

CHANGE ORDER

AIA DOCUMENT G701

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

PROJECT: 4th FL. INTERIOR COMPLETION
 (name, address) Wm. B. Travis Building
 Richmond, Texas

CHANGE ORDER NUMBER: TWO (2)

DATE: 12/16/94

TO CONTRACTOR:
 (name, address) David E. Otwell Co., Inc.
 13333 Chrisman, #H
 Houston, TX 77039

ARCHITECT'S PROJECT NO: 9406

CONTRACT DATE: September 13, 1994

CONTRACT FOR: Interior Completion

The Contract is changed as follows:

1. Additional hardware to replace original stock missing from 4th Floor-ADD: \$ 2,245
 2. Relocate existing disconnect -----ADD: 110
 3. Add panic buttons in each Courtroom -----ADD: 1,745
 4. Convert Storage Rm. to Office -----ADD: 2,538
 5. Furnish (2) toilet partition doors -----ADD: 370
 6. Remodel exist. janitor closet to Public Handicap Toilet -----ADD: 10,557
- TOTAL THIS CHANGE ORDER-----ADD: \$ 17,565

BROKEN DOWN AS FOLLOWS:

MATERIAL: \$11,789

LABOR: \$ 5,776

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~XXXXXXXXXXXXXXXXXXXX~~) was\$304,000
 Net change by previously authorized Change Orders\$ 13,533
 The (Contract Sum) (~~XXXXXXXXXXXXXXXXXXXX~~) prior to this Change Order was\$317,533
 The (Contract Sum) (~~XXXXXXXXXXXXXXXXXXXX~~) will be (increased) (~~XXXXXXXX~~
 (~~XXXXXXXX~~) by this Change Order in the amount of\$ 17,565
 The new (Contract Sum) (~~XXXXXXXXXXXXXXXXXXXX~~) including this Change Order will be\$335,098

The Contract Time will be (~~XXXXXXXXXXXXXXXXXXXX~~) (unchanged) by (-) days.
 The date of Substantial Completion as of the date of this Change Order therefore is February 17, 1995

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

DiStefano/Santopetro Arch. Inc.	David E. Otwell Co., Inc.	County of Fort Bend
ARCHITECT	CONTRACTOR	OWNER
2500 CityWest, Suite 1350	13333 Chrisman, Suite H	P. O. Box 368
Address	Address	Address
Houston, TX 77042	Houston, TX 77039	Richmond, TX 77469
BY <i>Chris DiStefano</i>	BY <i>David E. Otwell</i>	BY <i>Ray [Signature]</i>
DATE 12/16/94	DATE 12-16-94	DATE 12-20-94

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31. CONSIDER APPROVING CHANGE ORDER #23 FROM PEPPER-LAWSON FOR JAIL PROJECT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve change order #23 from Pepper-Lawson in the amount of \$18,249.43 for jail project.

32. DISCUSS AND CONSIDER TAKING ACTION ON COUNTY JAIL CONSTRUCTION PROJECT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve construction change directive #12 and authorize moving receptionist center as presented by Richard Fields.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to authorize payment of \$90,000 to City of Richmond as provided in the contract.

33. CONSIDER APPROVING CHANGE ORDER #1 TO ESI CONTRACT FOR FUEL MONITORING SYSTEM (#94-045):

Postpone.

Maureen Mills, representing ESI, requested a change order for seven sites at \$275 per site.

34. AUTHORIZE ADVERTISING FOR BIDS FOR AMBULANCE FOR EMS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to authorize advertising for bids for ambulance for EMS.

35. CONSIDER TAKING ACTION ON THE FOLLOWING TERM CONTRACTS:(1) WEED, BRUSH & INSECT CONTROL MATERIAL (#95-004):

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to award bid #95-004 to all vendors based on availability, quantity & price for weed, brush & insect control material.

(2) CAR WASH SOAP, DEGREASER & GRAFFITI REMOVER (#95-013):

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Prestage voting no, it is ordered to award bid #95-013 to the following based on evaluation of product:

Car Wash Soap-mildCar Wash Soap-heavy duty

Gulf Coast Paper-\$4.14 per gal.

Acme Cleaning Equip.-\$3.90 per gal.

Degreaser-heavy dutyGraffiti Remover

Premium Supply Co.-\$21.95 per gal.

O'Rourke Petroleum-\$10.25 per gallon

36. CONSIDER GRANTING EXEMPTION TO COMPETITIVE BID PROCESS AS AUTHORIZED BY }262-024 TEXAS LOCAL GOV. CODE FOR THE PURCHASE OF AN ITEM AVAILABLE FROM ONLY ONE SOURCE - AMERITECH LIBRARY SERVICES FOR HARDWARE AND SOFTWARE MAINTENANCE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to grant exemption to competitive bid price as authorize by }262-024 Texas Local Gov. Code for the purchase of an item available from only one source - Ameritech Library Services for hardware and software maintenance as presented by Gilbert Jalomo, Purchasing Agent.

3/

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER R/L/JA

89 0633

PROJECT: FT. BEND CO. JAIL & SHERIFFS DEPT.
 (name, address) Richmond, TX

CHANGE ORDER NUMBER: TWENTY THREE (23)

DATE: 12/16/94

TO CONTRACTOR: PEPPER-LAWSON CONSTRUCTION INC.
 (name, address) P. O. Box 219227
 Houston, TX 77218

ARCHITECT'S PROJECT NO: 9101

CONTRACT DATE: June 15, 1993

CONTRACT FOR: General Construction

The Contract is changed as follows:

- 1. Change in detention grille sizes, re: PLC-090 & RFC-178---- ADD: \$ 1,431.00
- 2. Changes in sliding gates and additional intercoms, re:
 PLC-122 (revised) & PR-78a per Sheriff's Dept. ----- ADD: 9,834.00
- 3. Change in undercounter refrigerators to meet ADA, re:
 PLC-133 ----- ADD: 903.00
- 4. Additional detention grilles, re: PLC-134 and RFC-355----- ADD: 730.00
- 5. Additional mechanical ductwork to detention grilles,
 re: PLC-138 and RFC-429 ----- ADD: 319.00
- 6. Installation of temporary room per Construction Directive
 No. 11, per Sheriff's Dept. ----- ADD: 2,837.43

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was \$
 Net change by previously authorized Change Orders \$
 The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$
 The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
 (unchanged) by this Change Order in the amount of \$
 The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ... \$
 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

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT	CONTRACTOR	OWNER
Address	Address	Address
BY	BY	BY
DATE	DATE	DATE

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CHANGE ORDER

AIA DOCUMENT G701

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER R/L/JA

PROJECT: FT. BEND CO. JAIL & SHERIFFS DEPT.
(name, address)

CHANGE ORDER NUMBER: TWENTY THREE (23) Cont'd
DATE:

TO CONTRACTOR:
(name, address)

ARCHITECT'S PROJECT NO:

CONTRACT DATE:

CONTRACT FOR:

The Contract is changed as follows:

7. Change Jockey Pump per City of Richmond, re: PLC-140 & PR-87--- ADD: 1,705.00

8. Additional CMU Security Wall at Line-Up Room, re: PLC-141
and RFC-472 ----- ADD: 490.00

TOTAL THIS CHANGE ORDER ----- ADD: \$18,249.43

BROKEN DOWN AS FOLLOWS:

MATERIAL: \$9,310.43

LABOR: 8,939.00

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~XXXXXXXXXXXXXXXXXXXX~~) was \$24,213,000.00
 Net change by previously authorized Change Orders \$ (197,244.29)
 The (Contract Sum) (~~XXXXXXXXXXXXXXXXXXXX~~) prior to this Change Order was \$24,015,755.71
 The (Contract Sum) (~~XXXXXXXXXXXXXXXXXXXX~~) will be (increased) (~~XXXXXXXXXXXX~~)
 (~~XXXXXXXXXXXX~~) by this Change Order in the amount of \$ 18,249.43
 The new (Contract Sum) (~~XXXXXXXXXXXXXXXXXXXX~~) including this Change Order will be \$24,034,005.14

The Contract Time will be (~~XXXXXXXXXXXX~~) (unchanged) by (-0-) days.
The date of Substantial Completion as of the date of this Change Order therefore is August 11, 1995

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

DiStefano/Santopetro Arch. Inc.	Pepper-Lawson Const. Inc.	County of Fort Bend
ARCHITECT	CONTRACTOR	OWNER
2500 CityWest, Suite 1350	P. O. Box 219227	P. O. Box 368
Address	Address	Address
Houston, TX 77042	Houston, TX 77218	Richmond, TX, 77469
BY <u>Christopher DiStefano</u>	BY _____	BY <u>Roy C. ...</u>
DATE 12/16/94	DATE _____	DATE <u>12-20-94</u>

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AGENDA ITEM # *95-1*

TERM CONTRACT FOR THE PURCHASE OF WEED,
BRUSH AND INSECT CONTROL MATERIALS FOR
FORT BEND COUNTY

BID #95-004

1 JANUARY 1995

THRU

31 DECEMBER 1995

INDEX

ITEM #	ITEM DESCRIPTION
1	ARSENAL
2	BANVEL 720 HERBICIDE: MANUFACTURED BY VELSICOL CHEMICAL.
3	GARLON 3A
4	GARLON 4
5a	INSECTICIDE: PYRETHROID TYPE, THERMAL FOGGING EQUIPMENT
5b	INSECTICIDE: PYRETHROID TYPE, MECHANICAL FOGGING EQUIPMENT
6	MALATHION: 57% EMULSIFIABLE PREMIUM GRADE, THERMAL FOGGING EQUIPMENT
7	MALATHION: 91% TECHNICAL GRADE MINIMUM, MECHANICAL FOGGING EQUIPMENT
8	MOSQUITOMIST ONE ULV: MANUFACTURED BY CLARKE MOSQUITO CONTROL
9	NALCOTROL: DRIFT CONTROL ADDITIVE
10	NALCOTROL II: DRIFT CONTROL ADDITIVE
11	OUST: WEED CONTROL, KILLS JOHNSON GRASS BUT LEAVES BERMUDA
12	PRAMITOL
13	RODEO HERBICIDE
14	ROUNDUP HERBICIDE: MANUFACTURED BY MONSANTO CO.
15	SPIKE: 80W
16	SURFACTANT: LOW FOAMING
17	SURFACTANT: ASPA-80 ALL PURPOSE SPRAY ADJUVANT
18	SURFACTANT: LIQUID, NONIONIC, BIODEGRADABLE, 80% ALKYL ARYL ALKOXYLATE
19	SURFACTANT: LIQUID, GENERIC, DILUTION RATE 5 OZ. PER 100 GL WATER

AS PER ORIGINAL

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

BID TABULATION

ITEM #	ITEM DESCRIPTION
20	VELPAR-L: MANUFACTURED BY DUPONT
21	2,4-D AMINE FULL AQUATIC LABEL

80
6390

AS PER ORIGINAL

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

VENDORS LIST

COMPANY NAME	CONTACT PERSON	PHONE NUMBER
B & G CHEMICALS & EQUIPMENT COMPANY	RICK RAMOS	(713) 682-4411
DAMON FARM & RANCH SERVICE CENTER	KIM TEYKL	(409) 742-3317
ESTES, INCORPORATED	KELLY DUFFIE	(713) 464-3391 OR (800) 234-9790
HELENA CHEMICAL CO, INC.	JARED STRNADEL	(409) 543-6268
PREMIUM SUPPLY COMPANY	VICKI BERNDT	(800) 392-7736
PUBLIC HEALTH EQUIPMENT & SUPPLY	MILLS REEVES	(800) 284-0106
RED RIVER SPECIALTIES, INC.	STAN JONES	(713) 921-0074
TERRA INTERNATIONAL	GLENN SEAY	(713) 579-2123
TIMBERLAND ENTERPRISES, INC.	GEORGE B. PYLANT, III	(713) 987-9400
VAN WATERS & ROGERS, INC.	LARRY WOODARD	(713) 644-1601
WILBUR-ELLIS CO.	J. R. FERRILL	(409) 234-7371

AS PER ORIGINAL

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

BID TABULATION

ITEM #1

ARSENAL

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
ESTES, INCORPORATED	\$187.00	2.5 GL	2.5 GL			\$467.50
RED RIVER SPECIALTIES, INC.	\$187.00	2.5 GL	2.5 GL			\$467.50
TIMBERLAND ENTERPRISES, INC.	\$187.00	2.5 GL	2.5 GL			\$467.50
ESTES, INCORPORATED	\$182.00	30 GL	30 GL			\$5460.00
RED RIVER SPECIALTIES, INC.	\$182.00	30 GL	30 GL			\$5460.00
TIMBERLAND ENTERPRISES, INC.	\$182.00	30 GL	30 GL			\$5460.00

89 0640

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #2

BANVEL 720 HERBICIDE

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
RED RIVER SPECIALTIES, INC.	\$24.22	2.5 GL	2.5 GL			\$60.55
TIMBERLAND ENTERPRISES, INC.	\$25.50	2.5 GL	2.5 GL			\$63.75
ESTES, INCORPORATED	\$26.00	2.5 GL	2.5 GL			\$65.00
ESTES, INCORPORATED	\$24.80	30 GL	30 GL			\$744.00

89 0641

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BDD #95-004

ITEM #3

CARLON 3A

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
TIMBERLAND ENTERPRISES, INC.	\$55.59	2.5 GL	2.5 GL			\$138.98
RED RIVER SPECIALTIES, INC.	\$56.50	2.5 GL	2.5 GL			\$141.25
ESTES, INCORPORATED	\$58.20	2.5 GL	2.5 GL			\$145.50
TIMBERLAND ENTERPRISES, INC.	\$55.59	30 GL	30 GL			\$1667.70
RED RIVER SPECIALTIES, INC.	\$56.28	30 GL	30 GL			\$1688.40
ESTES, INCORPORATED	\$57.00	30 GL	30 GL			\$1710.00
WILBUR-ELLIS COMPANY	\$58.75	30 GL	30 GL			\$1762.50

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #4

GALION 4

COMPANY NAME	PRICE PER GALION	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
TIMBERLAND ENTERPRISES, INC.	\$72.00	25 GL	25 GL			\$180.00
RED RIVER SPECIALTIES, INC.	\$72.11	25 GL	25 GL			\$180.28
ESTES, INCORPORATED	\$73.40	25 GL	25 GL			\$183.50
WILBUR-ELLIS COMPANY	\$80.59	30 GL	25 GL			\$2417.70
RED RIVER SPECIALTIES, INC.	\$71.61	30 GL	30 GL			\$2148.30
ESTES, INCORPORATED	\$71.90	30 GL	30 GL			\$2157.00
WILBUR-ELLIS COMPANY	\$80.59	30 GL	30 GL			\$2417.70

89 0643

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #5a

INSECTICIDE: Pyrethroid type, thermal fogging equipment.

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
PREMIUM SUPPLY COMPANY, INC.	\$21.50	55 GL	55 GL	THERMAL FOG	APPLICATION RATE: 3.75 GLS OF 20% AGENT PER ACRE	\$1182.50
PUBLIC HEALTH EQUIP & SUPPLY	\$41.50	55 GL	55 GL	OBLIQUE	APPLICATION RATE: 0.21 GLS OF 15% AGENT PER ACRE	\$2282.50

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #5b

INSECTICIDE: Pyrethroid type, mechanical fogging equipment.

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
PREMIUM SUPPLY COMPANY, INC.	\$248.00	25 GL	25 GL	PYRANHA HP	APPLICATION RATE: 15 GLS OF 100% AGENT PER ACRE (CONCENTRATE DESIGN TO BE DILUTED WITH WATER, 25 GLS OF PYRANHA TO 52.5 GL OF WATER)	\$620.00
B & G CHEMICALS & EQUIPMENT	\$282.40	5 GL	5 GL	SCOURGE 18+54	APPLICATION RATE: 1 OZ OF 1.2% AGENT PER ACRE	\$1412.00
B & G CHEMICALS & EQUIPMENT	\$282.40		30 GL	SCOURGE 18+54	APPLICATION RATE: 1 OZ OF 1.2% AGENT PER ACRE	\$8472.00
PUBLIC HEALTH EQUIP & SUPPLY	\$41.50	55 GL	55 GL	OBLIQUE	APPLICATION RATE: 0.21 GLS OF 15% AGENT PER ACRE	\$2282.50
B & G CHEMICALS & EQUIPMENT	\$282.40		55 GL	SCOURGE 18+54	APPLICATION RATE: 1 OZ OF 1.2% AGENT PER ACRE	\$15532.00

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #6

MALATHION: 57% emulsified premium grade minimum, thermal fogging equipment

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
HELENA CHEMICAL CO., INC.	\$12.90	25 GL	25 GL X 2	SETRE		\$32.25
TERRA INTERNATIONAL	\$13.26	1 CASE	25 GL	R/S TERRA		\$33.15
HELENA CHEMICAL CL	\$12.85	5 GL	5 GL	SETRE		\$64.25
TERRA INTERNATIONAL	\$13.12	5 GL	5 GL	R/S TERRA		\$65.60
TERRA INTERNATIONAL	\$12.75	55 GL	55 GL	R/S TERRA		\$701.25
HELENA CHEMICAL CO.	\$12.80	55 GL	55 GL	SETRE		\$704.00
VAN WATERS & ROGERS INC.	\$16.55	55 GL	55 GL	PRENTOX		\$910.25
WILBUR-ELLIS COMPANY	\$16.75	330 GL	55 GL	PRENTISS		\$5527.50

89 0646

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #7

MALATHION: 91% Technical grade minimum, mechanical fogging equipment

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
TERRA INTERNATIONAL	\$22.63	5 GL	5 GL	R/S TERRA		\$113.15
HELENA CHEMICAL CO	\$20.69	55 GL	55 GL	CHEMANOVA		\$1137.95
WILBUR-ELLIS CO	\$21.50	220 GL	55 GL	CYANAMID/CYTHION	95% TECHNICAL GRADE	\$4730.00
VAN WATERS & ROGERS INC.	\$22.05	55 GL	55 GL	CYTHION		\$1212.75
TERRA INTERNATIONAL	\$22.26	55 GL	55 GL	R/S TERRA		\$1224.30
B & G CHEMICALS & EQUIPMENT CO.	\$25.89	55 GL	55 GL	FYTANON	95% TECHNICAL GRADE	\$1423.95

89 0647

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #8

MOSQUITOMIST ONE ULY: Manufactured by Clarke Mosquito Control

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
PUBLIC HEALTH EQUIP & SUPPLY	\$36.95	55 GL	55 GL	CLARKE MOSQUITO CONTROL		\$2032.25

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #9

NALCOTROL: Drift control additive.

COMPANY NAME	PRICE PER QUART	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
ESTES, INCORPORATED	\$6.50	12 QT	QT			\$78.00
HELENA CHEMICAL CO.	\$6.85	12 QT	QT			\$82.20
TIMBERLAND ENTERPRISES, INC.	DOES NOT MEET SPECIFICATIONS: BID ALTERNATE.					
WILBUR-ELLIS COMPANY	DOES NOT MEET SPECIFICATIONS: BID ALTERNATE.					

AS PER ORIGINAL

BID TABULATION
WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #10

NALCOTROL II: Drift control additive.

COMPANY NAME	PRICE PER QUART	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
ESTES, INCORPORATED	\$6.65	12 QT	QT			\$79.80
HELENA CHEMICAL CO., INC.	\$6.85	12 QT	QT			\$82.20
TIMBERLAND ENTERPRISES, INC.	DOES NOT MEET SPECIFICATIONS: BID ALTERNATE.					
WILBUR-ELLIS COMPANY	DOES NOT MEET SPECIFICATIONS: BID ALTERNATE.					

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #11

OUST: Weed control, kills Johnson grass but leaves Bermuda

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
ESTES, INCORPORATED	\$155.20	3 LB	3 LB			\$465.60
RED RIVER SPECIALTIES, INC.	\$155.20	3 LB	3 LB			\$465.60
TIMBERLAND ENTERPRISES, INC.	\$155.20	3 LB	3 LB			\$465.60
WILBUR-ELLIS COMPANY	\$155.20	24 LB	3 LB			\$3724.80
VAN WATERS & ROGERS INC.	\$165.20	3 LB	3 LB			\$495.60

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #12

PRAMITOL

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
HELENA CHEMICAL CO	\$21.19	4 GL	1 GL			\$84.76
TERRA INTERNATIONAL	\$22.25	4 GL	1 GL			\$89.00
HELENA CHEMICAL CO	\$20.39	5 GL	5 GL			\$101.95
WILBUR-ELLIS COMPANY	\$21.50	150 GL	5 GL			\$3225.00
VAN WATERS & ROGERS INC.	\$21.68	30 GL	5 GL			\$650.40
TIMBERLAND ENTERPRISES, INC.	\$25.00	5 GL	5 GL			\$125.00
WILBUR-ELLIS COMPANY	\$21.50	150 GL	30 GL			\$3225.00

AS PER ORIGINAL

BID TABULATION
WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #13
RODEO HERBICIDE

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
HELENA CHEMICAL CO	\$21.19	4 GL	1 GL			\$84.76
TERRA INTERNATIONAL	\$22.25	4 GL	1 GL			\$89.00
HELENA CHEMICAL CO	\$20.39	5 GL	5 GL			\$101.95
WILBUR-ELLIS COMPANY	\$21.50	150 GL	5 GL			\$3225.00
VAN WATERS & ROGERS INC.	\$21.68	30 GL	5 GL			\$650.40
TIMBERLAND ENTERPRISES, INC.	\$25.00	5 GL	5 GL			\$125.00
WILBUR-ELLIS COMPANY	\$21.50	150 GL	30 GL			\$3225.00

89 0653

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #14

ROUNDUP HERBICIDE

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
HELENA CHEMICAL CO., INC.	\$40.95	2.5 GL	2.5 GL			\$102.38
ESTES, INCORPORATED	\$41.70	2.5 GL	2.5 GL			\$104.25
RED RIVER SPECIALTIES, INC.	\$42.00	2.5 GL	2.5 GL			\$105.00
WILBUR-ELLIS COMPANY	\$42.01	150 GL	2.5 GL			\$6301.50
TIMBERLAND ENTERPRISES, INC.	\$42.45	2.5 GL	2.5 GL			\$106.13
TERRA INTERNATIONAL	\$44.29	2 X 2.5 GL	2.5 GL			\$221.45
TIMBERLAND ENTERPRISES, INC.	\$36.88	30 GL	30 GL			\$1106.40
HELENA CHEMICAL CO., INC.	\$36.95	30 GL	30 GL			\$1108.50
RED RIVER SPECIALTIES, INC.	\$37.24	30 GL	30 GL			\$1117.20
ESTES, INCORPORATED	\$37.50	30 GL	30 GL			\$1125.00
WILBUR-ELLIS COMPANY	\$37.68	150 GL	30 GL			\$5652.00
TERRA INTERNATIONAL	\$38.47	30 GL	30 GL			\$1154.10
VAN WATERS & ROGERS, INC.	\$40.50	30 GL	30 GL			\$1215.00

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #15

SPIKE: 80W

COMPANY NAME	PRICE PER POUND	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
ESTES, INCORPORATED	\$21.00	4 LB	4 LB			\$84.00
TIMBERLAND ENTERPRISES, INC.	\$21.25	24 LB	4 LB X 6			\$510.00
RED RIVER SPECIALTIES, INC.	\$21.50	24 LB	4 LB			\$516.00
WILBUR-ELLIS COMPANY	\$20.00	500 LB	25 LB			\$10000.00

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #16

SURFACTANT: Low foaming.

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
DAMON FARM AND RANCH SERVICE	\$5.75	48 GL	1 GL X 4	HI YIELD NON-IONIC 80/20		\$276.00
VAN WATERS & ROGERS, INC.	\$7.50	40 GL	1 GL	ACTIVATE 3		\$300.00
HELENA CHEMICAL CO, INC.	\$8.49	1 GL	1 GL X 4	AD-SPRAY		\$8.49
TERRA INTERNATIONAL	\$11.00	4 GL	1 GL X 4	ACTIVATE PLUS RS TERRA		\$44.00
WILBUR-ELLIS COMPANY	\$5.95	180 GL	25 GL	WILBUR-ELLIS SUPER SPRED 200		\$1071.00
ESTES, INCORPORATED	\$8.75	2.5 GL	2.5 GL	AQUA-KING 90% PLUS		\$21.88
RED RIVER SPECIALTIES, INC.	\$8.94	2.5 GL	2.5 GL	RED RIVER 90 RR90		\$22.35
TIMBERLAND ENTERPRISES, INC.	\$10.75	2.5 GL	2.5 GL	TIMBERLAND 90		\$26.88
RED RIVER SPECIALTIES, INC.	\$8.69	15 GL	15 GL	RED RIVER 90 RR90		\$130.35
ESTES, INCORPORATED	\$8.00	30 GL	30 GL	AQUA-KING 90% PLUS		\$240.00

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #17

SURFACTANT: APSA-80 all purpose spray adjuvant.

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
WILBUR-ELLIS COMPANY	\$16.95	180 GL	1 GL			\$3051.00
WILBUR-ELLIS COMPANY	\$15.95	180 GL	2.5 GL			\$2871.00
TERRA INTERNATIONAL. DOES NOT MEET SPECIFICATIONS: Bid alternate.						

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #18

SURFACTANT: Liquid, nonionic, biodegradable, 80% Alkyl Aryl Alkoxyate

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
TERRA INTERNATIONAL	\$6.50	4 GL	1 GL X 1	SURF AID R/S TERRA	DILUTION RATE: 2 PTS/100 GL OF WATER: COST 100 GL MIXED-\$1.63	\$26.00
WILBUR-ELLIS COMPANY	\$7.15	180 GL	1 GL	WILBUR-ELLIS SUPER SPRED 200	DILUTION RATE: 1 PT/100 GL OF WATER: COST 100 GL MIXED-\$0.74	\$1287.00
HELENA CHEMICAL CO., INC.	\$8.49	1 GL	1 GL X 1	AD-SPRAY	DILUTION RATE: 1 QT/100 GL OF WATER: COST 100 GL MIXED-\$2.12	\$8.49
ESTES, INCORPORATED	\$6.95	2.5 GL	2.5 GL	SURFACTANT 80	DILUTION RATE: 1 PT/100 GL OF WATER: COST 100 GL MIXED-\$0.87	\$17.38
WILBUR-ELLIS COMPANY	\$6.95	180 GL	2.5 GL	WILBUR-ELLIS SUPER SPRED 200	DILUTION RATE: 1 PT/100 GL OF WATER: COST 100 GL MIXED-\$0.77	\$1251.00
TIMBERLAND ENTERPRISES, INC.	\$7.50	2.5 GL	2.5 GL	EXACTO 80-20	DILUTION RATE: 1 QT/100 GL OF WATER: COST 100 GL MIXED-\$1.80	\$18.75
DAMON FARM & RANCH SERVICE	\$7.95	50 GL	2.5 GL X 2	HI YIELD SYNERGIZER	DILUTION RATE: 1 QT/100 GL OF WATER: COST 100 GL MIXED-\$1.99	\$397.50
ESTES, INCORPORATED	\$6.70	30 GL	30 GL	SURFACTANT 80	DILUTION RATE: 1 PT/100 GL OF WATER: COST 100 GL MIXED-\$0.87	\$201.00

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #19

SURFACTANT: Liquid, generic, dilution rate 5 oz per 100 gal water or better.

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
HELENA CHEMICAL	\$19.50	1 QT	1 QT X 12	KINETIC	DILUTION RATE: 4-6 OZ/100 GL WATER	\$19.50
ESTES, INCORPORATED	\$40.00	1 GL	1 GL	SILENERGY (99% AD)	DILUTION RATE: 6 OZ/100 GL WATER	\$40.00
RED RIVER SPECIALTIES, INC.	\$40.00	1 GL	1 GL	SILENERGY	DILUTION RATE: 5-8 OZ/100 GL WATER	\$40.00
HELENA CHEMICAL	\$65.00	1 GL	1 GL X 4	KINETIC	DILUTION RATE: 4-6 OZ/100 GL WATER	\$65.00
WILBUR-ELLIS COMPANY	\$69.95	8 GL	1 GL	WILBUR-ELLIS WE SYLGARD 309	DILUTION RATE: 4 OZ/100 GL WATER	\$559.60
WILBUR-ELLIS COMPANY	\$6.95	180 GL	2.5 GL	WILBUR-ELLIS SUPER SPRED 200	DILUTION RATE: 4 OZ/100 GL WATER	\$1251.00
TIMBERLAND ENTERPRISES, INC.	\$50.00	2.5 GL	2.5 GL	GENERATION	DILUTION RATE: 4-6 OZ/100 GL WATER	\$125.00
TERRA INTERNATIONAL	DOES NOT MEET SPECIFICATIONS: Dilution rate is not as required.					

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #20

VELPAR-L: Manufactured by Dupont.

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
HELEN CHEMICAL CO. INC.	\$51.20	1 GL	1 GL X 4			\$51.20
WILBUR-ELLIS COMPANY	\$51.20	20 GL	1 GL			\$1024.00
DAMON FARM & RANCH SERVICE	\$52.20	10 GL	1 GL X 4			\$522.00
VAN WATERS & ROGERS, INC.	\$21.99	15 GL	2.5 GL			\$329.85
ESTES, INCORPORATED	\$51.70	2.5 GL	2.5 GL			\$129.25
RED RIVER SPECIALTIES, INC.	\$51.70	2.5 GL	2.5 GL			\$129.25
TIMBERLAND ENTERPRISES, INC.	\$51.70	2.5 GL	2.5 GL			\$129.25
WILBUR-ELLIS COMPANY	\$51.20	20 GL	5 GL			\$1024.00

AS PER ORIGINAL

BID TABULATION

WEED, BRUSH AND INSECT CONTROL MATERIALS - BID #95-004

ITEM #21

2,4-D AMINE FULL AQUATIC LABEL

COMPANY NAME	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	BRAND	REMARKS	MINIMUM
HELENA CHEMICAL CO. INC.	\$10.30	25 GL	25 GL X 2			\$25.75
WILBUR-ELLIS COMPANY	\$9.90	150 GL	30 GL			\$1485.00
ESTES, INCORPORATED	\$9.98	30 GL	30 GL			\$299.40
TIMBERLAND ENTERPRISES, INC.	\$9.99	30 GL	30 GL			\$299.70
HELENA CHEMICAL CO. INC.	\$10.00	30 GL	30 GL			\$300.00
RED RIVER SPECIALTIES, INC.	\$10.32	30 GL	30 GL			\$309.60
ESTES, INCORPORATED	\$9.73	55 GL	55 GL			\$535.15
WILBUR-ELLIS COMPANY	\$9.90	150 GL	55 GL			\$1485.00
HELENA CHEMICAL CO. INC.	\$9.92	55 GL	55 GL			\$545.60
TERRA INTERNATIONAL	DOES NOT MEET SPECIFICATIONS: Bid alternate.					

89 0661

AS PER ORIGINAL

12/14/94

TABULATION

TERM CONTRACT FOR THE PURCHASE OF CAR WASH SOAP,
HEAVY DUTY DEGREASER AND GRAFFITI REMOVER

BID #95-013

NO. 3A ITEM #

35-2

COMPANY	CAR WASH SOAP MILD (PRICE PER GALLON)	CAR WASH SOAP HEAVY DUTY (PRICE PER GALLON)	DEGREASER HEAVY DUTY (PRICE PER GALLON)	GRAFFITI REMOVER (PRICE PER GALLON)	REMARKS
A. C. Products 924 9th Ave N Texas City Tx 77590	\$2.05 Evaluated: 2.20	\$3.30 Evaluated: 2.50	\$16.10 Evaluated: 2.80	\$17.00 Evaluated: 1.00	
Acme Cleaning Equip. 6839 Piccadilly Drive Houston Tx 77061-2848	\$2.45 Evaluated: 2.20	\$3.90 Evaluated: 2.80	\$8.50 Evaluated: 2.33	\$11.52 Evaluated: 1.00	Lowest and best bid for heavy duty car wash soap
Ajas International, Inc. 10333 NW Frwy Ste 406 Houston Tx 77092	\$3.49 Evaluated: 1.50	\$3.49 Evaluated: 1.60	\$17.05 Evaluated: 1.80 \$25.20 Evaluated: 1.80	\$10.82 Evaluated: 1.00	
Champion Fasteners P O Box 691344 Houston Tx 77269-1344	\$5.98 Evaluated: 2.20	\$6.66 Evaluated: 2.00	No bid	No bid	
Clean-it Chemicals P O Box 31506 Houston Tx 77231-1506	\$2.10 Evaluated: 2.20	\$2.00 Evaluated: 2.00	\$9.50 Evaluated: 2.20	\$92.50 Evaluated: 2.40	
Gulf Coast Paper Co. P O Box 1540 Clute Tx 77531	\$4.14 Evaluated: 2.50	\$3.78 Evaluated: 2.20	\$4.30 Evaluated: 1.00	\$6.96 Evaluated: 1.20	Lowest and best bid for mild car wash soap
Marston Bentley Inc. 950 Echo Lane Suite 125 Houston Tx 77024	\$1.85 Evaluated: 1.75	\$1.85 Evaluated: 2.50	Disqualified	\$3.15 Evaluated: 1.00	

COMPANY	CAR WASH SOAP MILD (PRICE PER GALLON)	CAR WASH SOAP HEAVY DUTY (PRICE PER GALLON)	DEGREASER HEAVY DUTY (PRICE PER GALLON)	GRAFFITI REMOVER (PRICE PER GALLON)	REMARKS
O'Rourke Petroleum 223 McCarty Road Houston Tx 77029	\$4.25 Evaluated: 2.10	\$6.50 Evaluated: 2.30	\$7.25 Evaluated: 1.40	\$10.25 Evaluated: 2.75	Lowest and best bid for graffiti remover
Premium Supply Co P O Drawer A El Campo Tx 77437	\$2.90 Evaluated: 2.20	\$6.90 Evaluated: 2.20	\$21.95 Evaluated: 3.00	\$17.85 Evaluated: 1.00	Lowest and best bid for heavy duty degreaser
Riggsbee Hardware	DOES NOT MEET SPECIFICATIONS: Did not attend scheduled demonstration.				
Rite Kern Incorporated	DOES NOT MEET SPECIFICATIONS: Altered delivery terms.				
Texas Correctional Ind.	DOES NOT MEET SPECIFICATIONS: Altered delivery terms.				
West Penetone	REQUESTS TO WITHDRAW BID				

RECAPITULATION OF BID

COMMISSIONERS COURT APPROVAL:
 LEGAL NOTICE ADVERTISED:
 INDIVIDUAL NOTICES MAILED:
 BID PACKETS PICKED UP OR MAILED:
 BID OPEN DATE:
 BIDS RECEIVED:
 PRODUCTS EVALUATION CONDUCTED:

SEPT. 27TH.
 OCT. 30TH/NOV. 6TH.
 11
 18
 NOV. 14TH.
 13
 DECEMBER 2ND AND 14TH AT PCT #1

**FORT BEND COUNTY**

AS PER ORIGINAL

OFFICE OF
GILBERT D. JALOMO, JR., CPPB
COUNTY PURCHASING AGENT

TO: Each Member
Commissioners Court
Fort Bend County, Texas

FROM: Gilbert D. Jalomo, Jr.
County Purchasing Agent

SUBJECT: Sole Source Statement

DATE: December 15, 1994

A handwritten signature in black ink, appearing to read "Gilbert D. Jalomo, Jr.", written over the "FROM:" field.

Ameritech is the sole provider for Hardware and Software maintenance for the Library Ameritech Computer System. A sole source exemption to the competitive bid process as authorized by §262.024 Texas Local Government Code is in order.

AGENDA ITEM # 36

89 0664



*Sole Source
Exemption*

AS PER ORIGINAL

28 November 1994

Fort Bend County Library System
Atten: Rose Johnson
George Memorial Library
1001 Golfview
Richmond, TX 77469-5141

RE: Hardware and Software Maintenance

Dear Rose:

This letter is to confirm our conversation concerning Hardware and Software maintenance with Ameritech Library Services. As we discussed, Ameritech Library Services is the only organization which can provided both hardware AND software maintenance for your library. No other organization has access to the source code for software, which enables any problems to be fixed or upgrades to be done.

If you have any questions concerning your maintenance, please feel free to contact me or your Customer Service Leader.

Sincerely,

Joan Young
Maintenance Coordinator





County Attorney
FORT BEND COUNTY, TEXAS

89 0665

36

BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

AREA CODE 713
341-4555
FAX (713) 341-4557

December 12, 1994

The Honorable Roy L. Cordes, Jr.
County Judge
Fort Bend County

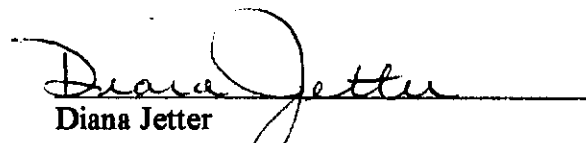
RE: Ameritech Maintenance Agreement

Dear Judge Cordes:

Enclosed is the executed original of the Addendum and the Maintenance Agreement with Ameritech for services to maintain the Software, CPU Hardware, and Peripheral Devices located the Fort Bend County Library.

Please place this item on the next Commissioner's Court agenda.

Very truly yours,


Diana Jetter
Legal Assistant

/lj:cover.let:2249-

cc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
Roman Bohachevsky, Librarian

309 So. Fourth St., Suite 521, Richmond, Texas 77469

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE MAINTENANCE AGREEMENT WITH AMERITECH LIBRARY SERVICES**

On this the 20 day of December, 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner D'Shields, seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Maintenance Agreement with Ameritech Library Services for software, hardware, and peripheral maintenance agreements on the library's computer system. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS §

COUNTY OF FORT BEND §

ADDENDUM TO MAINTENANCE AGREEMENT

THIS ADDENDUM, entered into by and between FORT BEND COUNTY, a body corporate and politic, acting herein by and through its Commissioners' Court ("County"), and AMERITECH LIBRARY SERVICES.

WITNESSETH:

THAT WHEREAS, the parties have executed that certain Maintenance Agreement for services from even date herewith, a copy of which is attached for all purposes; and,

WHEREAS, the parties desire to amend, add to or delete certain terms thereof;

NOW THEREFORE, the parties agree that the following terms shall apply in addition or in lieu of the terms of the Agreement.

I.
NO ADDITIONAL FUNDING

1.01 The funding provisions of this Agreement are referenced in the Agreement; therefore all references of any kind to the payment of additional costs or expenses in the provisions entitled Maintenance Responsibilities C(6)(d) beginning with ..."and require" until the end of the sentence is hereby deleted.

1.02 Notwithstanding anything to the contrary in Paragraph IX charges and payments (A), the last sentence beginning with "The Library..." is hereby deleted.

II.
PAYMENT

2.01 The total price for services hereunder shall be ~~\$25,339.88~~ ^{\$44,808.06} due and paid in full a reasonable time after the execution of this Addendum. *JK*

III.
MISCELLANEOUS

3.01 This Agreement shall be construed and in accord with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

3.02 Ameritech Library Services shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments and any other entities with local jurisdiction.

3.03 Ameritech represents that it is certified or licensed by the State of Texas and/or the appropriate certifying or licensing organization.

IV.
NO ADDITIONAL FUNDING

4.01 The laws and constitution of the State of Texas prohibit Fort Bend County from incurring contingent or future debts of an uncertain amount.

V.
NOTICES

5.01 Any and all notices or communications required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To County: The Honorable Roy L. Cordes, Jr. or his successors
County Judge
Fort Bend County
P.O. Box 368
Richmond, Texas 77469

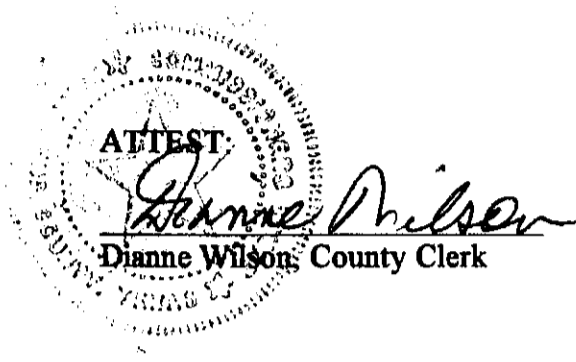
Copy to: Roman Bohachevsky
Fort Bend County Librarian
1001 Golfview
Richmond, Texas 77469

IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.

FORT BEND COUNTY, TEXAS

By: *Roy L. Cordes, Jr.*
Roy L. Cordes, Jr., County Judge

Date: 12-20-94



ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk

AMERITECH LIBRARY SERVICES

By: *Jean Young*
Title: Maintenance Coordinator

Date: 12-7-94

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of ^{*44,808.06*} ~~\$25,339.88~~ to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless
Robert Grayless, Auditor

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**SOFTWARE, HARDWARE & PERIPHERAL
PREFERRED MAINTENANCE AGREEMENT BETWEEN AMERITECH
LIBRARY SERVICES**

AND

FORT BEND COUNTY LIBRARY SYSTEM

Return to: Joannie Young
400 Dynix Drive
P.O. Box 19010
Provo, UT 84605-9010

MAINTENANCE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 1995, by and between **AMERITECH LIBRARY SERVICES** (hereinafter referred to as "AMERITECH"), a Utah corporation having its offices at 400 Dynix Drive, P.O. Box 19010, Provo, UT 84605-9010, and the **FORT BEND COUNTY LIBRARY SYSTEM** (hereinafter referred to as "THE LIBRARY"), having its offices at George Memorial Library, 1001 Golfview, Richmond, TX 77469-5141. The term "AMERITECH" shall refer to the company, its agents, and its sub-contractors.

I. PROVISIONS FOR MAINTENANCE SERVICES

AMERITECH agrees to furnish as specified herein services to maintain the Software, CPU Hardware, and Peripheral Devices described below as the "System" and THE LIBRARY hereby purchases maintenance service for the System upon the terms and conditions set forth herein.

II. TERMS

This Maintenance Agreement shall commence on the 1st day of January, 1995, and shall continue for a period of one (1) year. Upon agreement by both AMERITECH and THE LIBRARY, this Maintenance Agreement may be renewed annually by THE LIBRARY paying the appropriate fees.

III. SUBCONTRACTORS

AMERITECH hereby accepts full responsibility for the obligations outlined by this Agreement. THE LIBRARY agrees that AMERITECH may sub-contract some or all of the performance of its duties provided for herein, provided that THE LIBRARY approves of the sub-contractor. Nothing in this paragraph shall be interpreted as authorizing the assignment of this Maintenance Agreement by AMERITECH.

IV. DIAGNOSIS OF PROBLEMS

AMERITECH shall maintain technical personnel stationed at its Utah facility for purposes of providing a telephone customer service to report problems and discuss questions about operations. For diagnosis of problems, AMERITECH support personnel shall be able to dial THE LIBRARY's CPU directly.

FORT BEND COUNTY LIBRARY SYSTEM
Software, Hardware, & Peripheral Maintenance Agreement
October 18, 1994

V. MAINTENANCE RESPONSIBILITIES**A. Maintenance on Licensed Software**

1. Products covered by the Software Maintenance portion of this Agreement are listed in Exhibit A.

2. AMERITECH will provide all fixes, minor enhancements, releases, or upgrades to the Licensed Software at no additional charge to THE LIBRARY. Such fixes, minor enhancements, releases, or upgrades shall be provided with available documentation for successful installation and implementation.

3. AMERITECH shall provide corrections to the License Software at no additional cost to THE LIBRARY for any error, malfunction, or defect of the Licensed Software, except as provided for in paragraph 7 below. A more detailed description of the services provided can be found in the current Description of Ameritech Services brochure.

4. Unscheduled Software maintenance and library consultations shall be provided during the following hours:

Mon-Thur 7:00 a.m. to 9:00 p.m. Mountain Standard Time
Friday 7:00 a.m. to 5:00 p.m. Mountain Standard Time

5. Holidays excluded from unscheduled Software maintenance service include:

New Year's Day
President's Day
Easter
Memorial Day
Independence Day
Pioneer Day, July 24
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve Day
Christmas Day

6. AMERITECH shall provide assistance for emergency problems at all other hours including weekends and holidays. Emergency assistance is more completely described in the current Description of Ameritech Services brochure.

FORT BEND COUNTY LIBRARY SYSTEM
Software, Hardware & Peripheral Maintenance Agreement
October 18, 1994

7. (a) AMERITECH shall have no obligation to provide assistance in correcting errors or problems arising in connection with any modifications or alterations to the Licensed Software which have been made by or on behalf of AMERITECH without AMERITECH's express written consent; or for any destruction, alteration or suspension of software operation due to natural disaster, communication line failure, failure by THE LIBRARY to perform weekly saves of all AMERITECH accounts, or actions or decrees of governmental bodies.

(b) IN NO EVENT SHALL AMERITECH BE LIABLE FOR LOSS OF PROFIT, LOSS OF GOOD WILL OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY LICENSEE OR ANY OTHER PERSON, FIRM OR ENTITY AS A RESULT OF ANY ACT OR FAILURE TO ACT ON THE PART OF AMERITECH IRRESPECTIVE OR WHETHER SUCH LOSS OF PROFIT, LOSS OF GOOD WILL OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES WAS DISCLOSED TO AMERITECH OR COULD HAVE BEEN REASONABLY FORESEEN BY AMERITECH.

8. THE LIBRARY may request that AMERITECH perform standard services such as maintenance or installations of new Software released during times outside those identified in paragraph four (4) above. THE LIBRARY will be billed at the then published rate for the time required to performs such services.

B. Maintenance on CPU Hardware

1. Items included are detailed in Exhibit B of the Agreement.

2. Unscheduled on-site remedial maintenance shall be performed after notification that equipment is inoperative or malfunctioning. AMERITECH shall provide THE LIBRARY with a designated point of contact and shall make arrangements to enable maintenance personnel to receive such notification.

3. Hours of remedial maintenance are detailed in Exhibit B Schedule 1. THE LIBRARY may change or extend the hours of maintenance coverage upon written agreement by AMERITECH with payment of the then current charges by THE LIBRARY.

4. All parts necessary for unscheduled on-site remedial maintenance shall be furnished at no additional charge to THE LIBRARY, on an exchange basis. Only new parts or refurbished like new parts shall be used.

C. Maintenance of Peripheral Devices

1. Products covered by the Peripheral Maintenance portion of this Agreement are listed in Exhibit C.

FORT BEND COUNTY LIBRARY SYSTEM
Software, Hardware & Peripheral Maintenance Agreement
October 18, 1994

2. Maintenance for terminals or peripherals may be terminated by either party on the anniversary of the contract. Maintenance may continue for all items originally covered or either party may discontinue maintenance for specific pieces of equipment.

3. Equipment which has been abused or used contrary to the manufacturer's specifications is not covered by the maintenance contract and the full cost of repairs will be borne by THE LIBRARY.

4. If maintenance on peripherals is allowed to lapse, or if THE LIBRARY wishes to cover equipment not currently covered purchased more than 30 days previously, AMERITECH may assess a one time charge equal to the repair debit before accepting the item for coverage.

5. If THE LIBRARY requests a loaner unit while their piece of equipment is being repaired, THE LIBRARY is responsible for the loaner fee and freight to and from THE LIBRARY.

6. Sparing and Telecommunication Plans only.

(a) THE LIBRARY is responsible for storing the Spares and for all risk of loss. Spares remain the property of AMERITECH.

(c) THE LIBRARY shall not use Spares for other than substitution of malfunctioning equipment as defined in this Exhibit C. AMERITECH reserves the right to inspect the Spares from time to time to see that they are secure and properly used.

(d) In the event AMERITECH finds that THE LIBRARY is making unauthorized use of spares, it may cancel the program and require THE LIBRARY to purchase all Spares in its possession at the published price for comparable new equipment.

7. Sparing Plan only

(b) AMERITECH will be the sole determinant of whether THE LIBRARY has sufficient quantities of equipment to justify sparing. In the event all Spares are in use and THE LIBRARY requires additional units, AMERITECH shall express ship additional units to THE LIBRARY.

FORT BEND COUNTY LIBRARY SYSTEM
Software, Hardware & Peripheral Maintenance Agreement
October 18, 1994

VI. CONDITIONS OF AMERITECH'S OBLIGATIONS

All maintenance services of any nature rendered by AMERITECH hereunder shall be limited to the System and shall be contingent upon THE LIBRARY's proper use of the System in the application for which the System is intended.

VII. OBLIGATIONS OF THE LIBRARY

A. THE LIBRARY shall be responsible for maintaining a sufficient staff to handle normal day-to-day operation and support for the System, including but not limited to such tasks as back-ups and report handling. It is acknowledged and understood that the maintenance and support service to be provided by AMERITECH hereunder is not intended to supplant THE LIBRARY's day-to-day operation and support for the System.

B. THE LIBRARY shall provide AMERITECH full and free access to each item of Equipment to allow AMERITECH to provide maintenance service thereon and a suitable place in which to perform such service shall be made available to AMERITECH. THE LIBRARY shall provide AMERITECH all access to the System which AMERITECH believes necessary or desirable for the performance of any unscheduled on-site remedial maintenance services. A designated representative of THE LIBRARY shall be in the building whenever AMERITECH personnel are present.

C. THE LIBRARY shall provide suitable environmental conditions, including space, heat, light, ventilation, cooling, electrical power, current and grounding, overvoltage protection and the like for the System to be maintained properly hereunder.

D. THE LIBRARY shall notify AMERITECH immediately following discovery of any error, defect or nonconformity in the License Software and THE LIBRARY shall not perform, nor attempt to perform, or cause to be performed, maintenance or repair to the Licensed Software covered hereunder during the term of this Maintenance Agreement except with the prior written or oral approval of AMERITECH.

E. THE LIBRARY shall be responsible for maintaining (1) a telephone within operational reach of the central equipment, (2) an auto-answer, 1200/2400 baud modem attached to a port for the exclusive use of AMERITECH, and (3) an "outside" phone line for the modem to be used in dial-up diagnostics and maintenance. The cost of procuring and maintaining this line in good operating condition shall be borne by THE LIBRARY.

FORT BEND COUNTY LIBRARY SYSTEM
Software, Hardware & Peripheral Maintenance Agreement
October 18, 1994

VIII. NONDISCRIMINATION

Neither AMERITECH, nor any officer, agent, employee, servant or subcontractor of AMERITECH shall discriminate in the treatment or employment of an individual or groups of individuals on the ground of race, color, religion, national origin, age, sex or physical disability unrelated to job performance, either directly, indirectly or through contractual or other arrangements.

IX. CHARGES AND PAYMENTS

A. The maintenance charges outlined in Exhibit E of this Maintenance Agreement are due and payable for installed modules by THE LIBRARY before the start of each maintenance period. THE LIBRARY must pay on an annual schedule. Annual payment discounts will be given according to AMERITECH's standard schedule. THE LIBRARY also has the option to delay payment of any mid-year hardware maintenance increase until the start of the maintenance year when THE LIBRARY must pay the accumulated increase and a carrying charge.

B. Charges for on-site remedial maintenance provided other than during the hours of contracted maintenance or for other services which are not included in the monthly maintenance charges are due and payable thirty (30) days from the date of invoice.

C. There shall be no additional maintenance charge for:

1. Unscheduled on-site remedial maintenance begun during the contracted hours of maintenance and extending one hour beyond.

2. Travel expenses or per diem expenses.

3. Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, tools, or their required material after a service call has commenced.

D. Any increase charges for hardware and peripheral maintenance during the term of this Agreement will reflect actual increased charges.

E. THE LIBRARY shall give AMERITECH at least sixty (60) days written notice of intention to move the System central site equipment or any portion thereof covered by this Agreement from the installation site(s) first set forth above or any subsequent relocation site as approved by AMERITECH. If the System (or any portion thereof) is moved without the express approval of AMERITECH, it shall not continue to be maintained by AMERITECH under this Agreement.

FORT BEND COUNTY LIBRARY SYSTEM
Software, Hardware & Peripheral Maintenance Agreement
October 18, 1994

AMERITECH or its authorized personnel shall supervise any dismantling and packing of the System or any portion thereof, and shall perform inspection and reinstallation at the new location. THE LIBRARY shall furnish all labor required for the sidemantling, packing, unpacking and the placement in the new location. Charges for supervising, inspecting, installing, removing or reinstalling shall be billed to THE LIBRARY at a rate not to exceed the rates charged by AMERITECH to third parties possessing a System comparable to the System during the applicable calendar quarter. This does not apply to terminals, wands, lasers, and slave printers.

X. TERMINATION

A. Termination of Purchases and Software License Agreement. If the Purchase or Software License Agreements are breached by THE LIBRARY or terminated for any reason, AMERITECH shall have the right to terminate this Agreement without prejudice.

B. Default. Each party has a right to terminate this Agreement in the event of default which is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default.

C. Rights and Obligations on Termination. In the event this Agreement is terminated, each party shall return to the other all data, materials, and other properties of the other party then in its possession or control.

IN WITNESS WHEREOF, the parties have caused this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective parties, to be signed and entered as of the date first mentioned above.

WITNESSES:

Brenda Hess

[Signature]

AMERITECH

By: Jean Young

Its: Maintenance Coordinator

WITNESSES:

Hanne Nelson

County Clerk

THE LIBRARY

By: Key Cordes

Its: County Judge

FORT BEND COUNTY LIBRARY SYSTEM
Software, Hardware & Peripheral Maintenance Agreement
October 18, 1994

EXHIBIT B

Schedule 1

IBM Hardware - 24 hours a day 7 days a week. Around the clock coverage.

FORT BEND COUNTY LIBRARY SYSTEM
Software, Hardware & Peripheral Maintenance Agreement
October 18, 1994

EXHIBIT A
Software Maintenance Rates

MODULE/SERVICE	QTY	MONTHLY CHARGE	MONTHLY CHARGE
Catalog Module (user based)	1	143.32	143.32
Circulation Module (user based)	1	94.81	94.81
Public Access Module (user base)	1	48.51	48.51
Acquisitions Module (user based)	1	143.32	143.32
Interface - Acquisitions (BISAC)	1	40.79	40.79
Interface - N300 (OCLC) Interfa	1	37.48	37.48
Account - Circulation & Public	2	8.82	17.64
PK Harmony (Not for interfaces)	24	0.00	0.00
User license - IBM RS	10	0.00	0.00
User license - IBM RS	95	3.31	314.45
Backup, PC - 2 Terminals	2	38.59	77.18
Backup, PC - 8 Terminals	1	52.92	52.92
Backup, - 1 User (128KB Memory)	1	24.25	24.25
Serials Control (user based)	1	131.25	131.25
Community Resources (user based)	1	45.94	45.94
Dial-in Public Access	1	10.50	10.50
Account - Circulation & Public	1	11.02	11.02
Account - 4+ Circulation & Publ	1	1.10	1.10
User license - IBM RS	36	3.15	113.40
User license - IBM RS	6	3.94	23.64
User license - IBM RS	1	3.75	3.75
User license - IBM RS	1	8.82	8.82
Account - Circulation User Base	6	3.94	23.64
User license - IBM RS	3	21.00	63.00
Telxon 256KB (FOR LIBRARY ORDER	1	5.42	5.42
PAC PLUS - Electronic Dictionary	1	105.00	105.00
Electronic Notification System,	4	5.25	21.00
Branch Setup (Additional Messag	1	10.00	10.00
Account - Circulation & Public			*****
			1,572.15

Software Maintenance price quotes will be provided upon request for the coming year.

Fort Bend Cty. Library System - 01 JAN 95

EXHIBIT B
Hardware Maintenance Rates

EQUIPMENT	QTY	MONTHLY AMOUNT	MONTHLY AMOUNT
IBM RS/6000	1	347.00	347.00
Upgrade to 670MB SCSI Disk Driv	1	26.40	26.40
Additional 670MB SCSI Disk Driv	1	66.00	66.00
Internal CD-ROM Drive	1	23.10	23.10
Internal 2.3GB, 8MM Tape Dive	1	74.80	74.80
External 150MB, 1/4" Cart Tape	1	17.25	17.25
600 LPM System Printer	1	145.80	145.80
VMARK universe License (1-8 Use	8	10.00	80.00
VMARK (9-64 Users)	56	5.00	280.00
VMARK (65+ users)	44	5.00	220.00
Add'l. 16MB Memory Card	2	0.00	0.00
Add'l. 670MB Disk Drive (3rd)	1	66.00	66.00
64 Port Async Controller	1	0.00	0.00
16 Port Async Concentrator Box	2	0.00	0.00
VMARK Licenses	36	4.75	171.00
VMARK Licenses	6	4.75	28.50
VMARK License	1	4.75	4.75

			1,550.60

Fort Bend Cty. Library System - 01 JAN 95

EXHIBIT C

Schedule 1 - 60/40 Maintenance Rates

EQUIPMENT	QTY	ITEM AMOUNT	MONTHLY AMOUNT
Microcom AX2400c Modem	1	4.00	4.00
Modem - for mux	3	7.00	21.00
Mux - up to 8 channels	1	11.00	11.00
Mux - with modem, up to 8 chann	1	18.00	18.00
Network 16 Channel Mux T1016L-C	1	17.00	17.00
Network 24 Channel Mux T1024L-C	1	67.00	67.00
Network V.29 9600 Modem RM9600-	2	7.00	14.00
PC Workstation - 486/25SX (NO m	1	22.00	22.00
SFX Mux 56-64 users	1	71.00	71.00

			245.00

Port Bend Cty. Library System - 01 JAN 95

EXHIBIT C

Schedule 2 - Spares Maintenance Rates

EQUIPMENT	QTY	ITEM AMOUNT	MONTHLY AMOUNT
HP Thinkjet Screen Printer	15	3.75	56.25
Intermec 9510 w/1515 Laser Scan	7	8.50	59.50
Intermec 9510 w/1545 Laser Scan	5	8.50	42.50
Intermec 9510 w/1260 Lightpen	18	5.00	90.00
Dynix Public Access Amber 30 Te	30	4.25	127.50
Wyse 30 Terminal Amber	15	4.25	63.75
Wyse 50 Terminal Amber	38	4.25	161.50

			601.00

Fort Bend Cty. Library System - 01 JAN 95

EXHIBIT B
Price Summary

CONTRACT	ANNUAL AMOUNT
Software	18,865.80
1,572.15 x 12	-1,886.58
Annual Payment Discount 10%	16,979.22
Hardware	18,607.20
1,550.60 x 12	- 930.36
Annual Payment Discount 05%	17,676.84
60/40	2,940.00
245.00 x 12	2,940.00
Spares	7,212.00
601.00 x 12	7,212.00
GRAND TOTAL:	\$44,808.06

Fort Bend Cty. Library System - 01 JAN 95

37. CONSIDER AUTHORIZING COUNTY AUDITOR TO TRANSFER FROM LINE ITEMS WITHIN A DEPARTMENT'S BUDGET TO COVER SALARY ACCRUALS AND, WHERE NECESSARY, TO TRANSFER FROM CONTINGENCY TO A DEPARTMENT TO COVER THE SALARY ACCRUALS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Prestage absent and Judge Cordes voting yes, it is ordered to authorize County Auditor to transfer from line items within a department's budget to cover salary accruals estimated at \$24,000 and, where necessary, to transfer from Contingency to a department to cover the salary accruals as presented by Robert Grayless, County Auditor.

38. CONSIDER APPROVING CONTRACT WITH LEADINGWELL & ASSOCIATES FOR COMMUNITY VISIONING, TO BE PAID FOR BY SOUTHWESTERN BELL TELEPHONE CO. GRANT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve contract with Leadingwell & Associates, for community visioning, to be paid for by Southwestern Bell Telephone Co. grant.

39. CONSIDER APPROVING AGREEMENT WITH THE UNIVERSITY OF TEXAS MEDICAL BRANCH, GALVESTON, FOR INDIGENT HEALTH CARE:

Postpone.

40. CONSIDER APPROVING PLATS AND ACCEPTING LETTERS OF CREDIT FOR HICKORY CREEK, SEC. 2 & 3, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve plats and accepting letters for Hickory Creek Sec. 2 & 3, Pct. 3.

41. RECORD THE NOVEMBER '94 MONTHLY REPORT FOR TAX ASSESSOR/COLLECTOR:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to record the November '94 monthly report for Tax Assessor/Collector.

42. CONSIDER APPROVING ANNUAL DUES IN THE AMOUNT OF \$9,016.84 TO H-GAC; AND DESIGNATE DELEGATES TO THE GENERAL ASSEMBLY AND BOARD OF DIRECTORS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve annual dues in the amount of \$9,016.84 to H-GAC; and designate the following delegates to the General Assembly and Board of Directors:

Delegates: Bob Lutts
Mike Rozell

Alternates: Alton Pressley
Bud O'Shieles

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE
AGREEMENT WITH JOSEPH W. SYNAN

On this the 20 day of December, 1994, the
Commissioners' Court of Fort Bend County, Texas, upon motion of
Commissioner Bressley, seconded by
Commissioner O'Shields, duly put and carried:

IT IS ORDERED that the Fort Bend County Judge execute the
Agreement with Joseph W. Synan of Leadingwell Associates. Said
Agreement is incorporated herein by reference for all purposes as
though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AGREEMENT BETWEEN FORT BEND COUNTY AND JOSEPH W. SYNAN

This Agreement is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and Joseph W. Synan of Leadingwell Associates, hereinafter referred to as "Consultant".

WHEREAS, Southwestern Bell has awarded grant monies in the amount of \$5000.00 to County; and,

WHEREAS, the County desires to receive said monies for the payment of services (\$4000.00) to Consultant for service fees (to design project, to facilitate an action plan and to work with steering committee/task forces); and, other expenses (\$1000.00) related to Vision Day II; and,

WHEREAS, the County desires to retain Consultant to perform the above described functions and Consultant desires to assist the County in the matters previously described.

NOW THEREFORE, in consideration of the mutual promises and representations contained herein, the County and Consultant agree as follows:

I.

1.01 County hereby agrees to engage the services of Consultant for services as herein previously described related to Vision Day II for a fee not to exceed \$4000.00 (32 hours at \$125.00 per hour) to perform services as contemplated and more fully described in Exhibit A attached hereto and incorporated herein.

The terms of this Agreement are conditioned upon the receipt by County of grant monies from Southwestern Bell. The failure of the County to receive said \$5000.00 grant monies from Southwestern Bell constitutes a failure of this Agreement and neither party shall have any obligation to the other.

IN WITNESS WHEREOF the parties execute this Agreement as indicated below. This Agreement is effective on the date of the signature of the last party to sign it.

FORT BEND COUNTY, TEXAS

By: Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge

Date: 12-20-97



Dianne Wilson
Dianne Wilson, County Clerk

LEADINGWELL ASSOCIATES

By: _____
Joseph W. Synan

Date: _____

1994 TEXAS ECONOMIC EXCELLENCE PROGRAM APPLICATION

PLEASE: Submit EIGHT (8) TYPED copies. Attach this cover sheet to the front of each grant application. Submit only the application provided in this brochure.

DEADLINE: May 31, 1994

Name of Organization: Fort Bend County

Name of Contact: Roy L. Cordes, Jr. Title: County Judge

Address: P.O. Box 368 City/Zip Code: Richmond, TX 77469

Telephone Number: (713) 341-8608

CHECK ONE: [] Economic Development Organization* [x] Government Entity [] Other**

GRANT AMOUNT REQUESTED: \$5,000 (Not to exceed \$5,000)

AGREEMENT:

It is agreed that our organization will submit a progress report one year from the day the grant was awarded. The update will include a progress report and an accounting of funds.

Signature of Representative: Roy L. Cordes, Jr. Date: 5/31/94

Signature of Co-applicant: Date:

- * Must attach IRS 501(c)(3) letter. ** Must have qualified co-applicant (see guidelines).

COMPLETE THE FOLLOWING IF GRANT REQUEST REQUIRES CO-APPLICANT:

[Redacted line]

Name of Co-applicant:

Name of Contact: Title:

Address: City/Zip Code:

CHECK ONE: [] Economic Development Organization* [] Government Entity [] Other**

- * Must attach IRS 501(c)(3) letter. ** Must have qualified co-applicant (see guidelines).

0.111217 "A"

Review the guidelines carefully before beginning. Videotapes, audiotapes, slide presentations or other media may not be submitted. The narrative description of the project should suffice.

The grant should not be used to produce printed material or videos.

1. Describe the project to be funded by the Economic Excellence Grant.
(Limit to space provided)

Include:

- The boundaries of your jurisdiction and the location of your project (if applicable).
- The needs that your project will address.
- A tentative timeline for completion.

1. On Saturday, August 28, 1993 a large diverse group of Fort Bend County residents met for the purpose of creating a vision for the future of Fort Bend County. This "Vision Day" was the first step in a process to create and pursue a comprehensive vision and set specific goals for the future. Organizations active in Fort Bend County sent representatives to the meeting. These organizations included cities, school districts, and civic groups, including homes associations, service organizations, and political groups. They were all asked, "Will you help create the future we want for our County?"

A draft of the vision for Fort Bend County in the next century was mailed to all participants in October of 1993. The input or comments of participants were requested from them as individuals, or after circulation among their organization's members. Eleven task groups were identified: Economy, Infrastructure and Environment/Recreation, Social Services/Health Services, Education, Law Enforcement, Government Performance, Citizen Participation/Civic Education/Community Leadership, Volunteerism and Philanthropy, Multicultural Life, Community Information Sharing, Cooperation and Consensus Building, and Community Vision and Pride. Each group is responsible for the following work products: (1) further definition of the statement of vision in the goals areas; (2) description of the current reality in the goals groups characterization of the gap between vision and reality; (3) identification of specific goals to be achieved to close the gap; and (4) assignment of responsibility for achieving the specific goals to specific organizations, entities, or bodies.

These groups are currently meeting to accomplish this task. Tentatively August 27, 1994, has been set for the date for participants to come back together and review the work product of each goals group.

2. Provide a detailed budget (including salaries, materials, etc.). If additional funds are available, please list. Note: Southwestern Bell will not pay the salaries and benefits portions of any proposal. Salaries and other employment benefits are the sole responsibility of the applicant/s. (Limit to space provided)

Box lunch for Vision Day II (200 lunches as \$5 ea.)	\$1,000
Consultant fees -- activities include project design, facilitating to reach consensus and action plan, working with steering committee and task forces (32 hours at \$125 per hour)	\$4,000
Total	\$5,000

Blank lined area for additional budget entries.

- 3. Describe how this project will encourage economic growth in your community or throughout the state. (Limit to space provided)

Fort Bend County is recognized as continually being one of the ten fastest-growing counties in the United States and, in addition, has been rated as the third fastest-growing white-collar county in the United States. This raises issues of how the growth may be managed within our community and how we develop a community to encourage diversified growth including residents, business, and industry. The vision process, which has brought together over 200 citizens as volunteers in our county to develop this vision, includes specific goal groups on economy and infrastructure and environment/recreation. This will have a dramatic impact on the county's ability to attract industry, business, and expand current businesses.

With a plan that is developed as a result of the vision, the County should be able to obtain a cohesive and concentrated effort to develop and maintain our infrastructure and "quality of life" so that businesses will continue to look at Fort Bend County as the home of choice.

[Empty lined area for additional text]

4. Explain how you will measure the success of your project. (Limit to space provided)

The initial measurement of the success of a project is the completion of the tasks identified for each goals group. The next measure will be the meeting tentatively set for August, 1994, when the goals groups are brought back together as well as all participants of the August meeting to review the work product and reach consensus on that work product. The true success of the project will be measured over a long period of time as the project is implemented. This vision and plan does include goals that will be measurable over time.

5. Identify the person/s (name/s, addresses and titles) who will implement the project, monitor it and submit reports. (Limit to space provided)

Roy L. Cordes, Jr.

Fort Bend County Judge

P.O. Box 368

Richmond, TX 77469

Dee Koch

Grant Administrator, The George Foundation

P.O. Drawer C

Richmond, TX 77469

6. Please include any additional information you believe is important for the committee to know.
(Limit to space provided)

AS PER ORIGINAL

[A series of 30 horizontal lines for providing additional information.]

SEND APPLICATION TO:

**SEND APPLICATION TO:
Texas Economic Excellence**

(See the brochure listing for the name and address of the Southwestern Bell Telephone external affairs manager in your area.)

CHECK LIST

Please Attach:

- Eight (8) typed copies of this application
- Copy of current IRS 501(c)(3) tax letter, if required

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P.O. Box 399 Richmond, Texas 77406-0399
(713) 341-3710 Fax (713) 341-9267

AS PER ORIGINAL

M E M O R A N D U M

TO: County Judge Roy L. Cordes
FROM: Marsha P. Gaines, Tax Assessor/Collector
SUBJECT: November 1994 Monthly Report
DATE: December 15, 1994

Please place the following item on the agenda for Commissioners Court for December 20, 1994:

Submit for the Record November 1994 Monthly Report

If you have any questions please call my office.

MPG/pkw

cc: Commissioner R. L. "Bud" O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
✓ County Clerk Dianne Wilson
County Attorney Bud Childers
County Auditor Robert Grayless

STATEMENT: EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.

89 0696

AS PER ORIGINAL

SUMMARY MONTHLY REPORT OF STATE AND COUNTY TAXES
COUNTY CODE 73

COLLECTED BY MARSHA P. GAINES, TAX ASSESSOR - COLLECTOR OF FT. BEND COUNTY

DURING THE MONTH OF NOVEMBER, 1994

THE STATE OF TEXAS, COUNTY OF FORT BEND

I, MARSHA P. GAINES, TAX ASSESSOR - COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL TAXES COLLECTED BY ME DURING THE MONTH OF NOVEMBER, 1994, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ:

COLLECTIONS ON	STATE	COUNTY	ORANGE	LA & FC	ST. COLL.	FEE'S	FR FRW	FFD #1	OPD #2	FILSHEAR	RICHMOND	ROSENBERG	BEASLEY	UNL ROS	OROWARD	ARCOLA	TOTAL STATE
CURRENT PAYMENTS	3,679,791.06	281,781.68	213,177.83	36,418.06	0.00	3,035.47	7,430.73	1,528.32	11,674.87	89,708.04	141,739.87	2,890.23	1,274.20	22,217.20	0.00	4,483,338.38	
CURRENT P & I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
DELINQUENT PAYMENTS	4.36	55,009.66	6,507.29	4,789.63	2,074.21	17,074.20	0.00	299.05	31.21	116.97	4,059.84	7,442.08	0.00	0.00	34.45	7,101.12	106,537.05
DELINQUENT P & I	2.40	19,192.87	2,282.88	1,853.41	1,059.85	0.00	124.85	11.80	113.17	1,786.17	1,878.37	0.00	0.00	3.32	3,778.02	0.00	32,187.94
CURRENT BACKLOGS	649.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELINQUENT B/D	0.00	(11,004.47)	(1,095.59)	(643.18)	0.00	(780.21)	0.00	0.00	0.00	0.00	(60.22)	(228.02)	0.00	0.00	0.00	0.00	(13,393.09)
DELINQUENT B/D P & I	0.00	(148.04)	(17.11)	(7.29)	0.00	0.00	0.00	0.00	0.00	0.00	(28.02)	(28.02)	0.00	0.00	0.00	0.00	(206.87)
CURRENT CANCEL PAY	0.00	(1,828.99)	(132.39)	(96.09)	(197.54)	0.00	0.00	0.00	0.00	0.00	(241.44)	0.00	0.00	0.00	0.00	0.00	(2,498.39)
CURRENT CANCEL P & I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELD CANCEL PAY	0.00	(625.59)	(57.94)	(40.38)	(34.55)	(137.85)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(896.31)
DELD CANCEL P & I	0.00	(133.17)	(12.33)	(8.05)	(9.41)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(163.57)
TRANSFER PMTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	4,786	3,743,574.00	289,308.39	219,227.53	39,210.89	18,776.14	3,035.47	7,845.83	1,571.93	11,207.01	95,010.82	150,600.82	2,890.23	0.00	1,312.07	33,097.44	4,615,673.00

Marsha P. Gaines
TAX ASSESSOR - COLLECTOR, FORT BEND COUNTY, TEXAS

SWORN TO AND SUBSCRIBED BEFORE ME, THIS _____ DAY OF _____ A.D. 19____ COUNTY CLERK,
FORT BEND COUNTY, TEXAS.

I, ROBERT GRAVLESS, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED MONTHLY REPORT OF TAXES COLLECTED BY MARSHA P. GAINES, TAX ASSESSOR - COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH ST-8S FILED IN THIS OFFICE AND FIND THE SAME CORRECT.

89 0697 *FS*



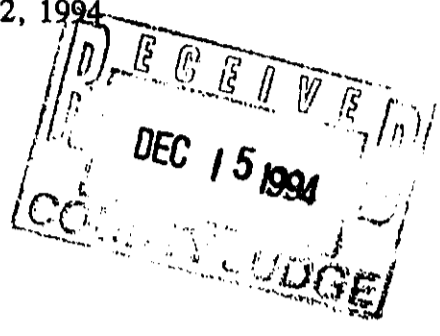
Houston-Galveston Area Council

Office of the Executive Director

PO Box 22777 • 3555 Timmons • Houston, Texas 77227-2777 • 713/627-3200

December 12, 1994

Hon. Roy L. Cordes, Jr.
County Judge, Fort Bend County
County Courthouse
Box 368
Richmond, TX 77469



Roy
Dear Judge Cordes:

I am writing concerning Fort Bend County's 1995 membership in the Houston-Galveston Area Council.

As you know, our 13 county members are the cornerstone of H-GAC. The support and leadership our counties provide is well recognized, and H-GAC is always seeking ways to expand and improve its services to county government.

Next year H-GAC will continue to emphasize local government service. Our voluntary joint purchasing program will add several new products, and seminars for elected officials and staff will continue. Program mainstays such as criminal justice, law enforcement training, senior citizens services, transportation planning, and our expanded economic development activities will also continue. H-GAC's information and problem-solving assistance to all local governments will, as always, be a key part of our work.

Our program is possible because of the stability H-GAC's local government support provides. H-GAC's local funds income allows us to be an independent voice for local needs and opinions, not an echo of federal or state positions. For this reason, we would appreciate Fort Bend County's action on 1995 H-GAC dues as your Court's agenda permits (invoice enclosed).

In addition, we would appreciate action by the Commissioners Court in designation Fort Bend County's member and alternate to the H-GAC Board of Directors. A form is enclosed for your use, and we would appreciate your early action in order that we can complete H-GAC's 1995 Board membership.

As always, H-GAC is anxious to serve and support your county, and I would welcome the opportunity to visit with you about any aspect of our programs.

Sincerely,

Jack Steele

JS/jp
Enclosures

H-GAC Services to Fort Bend County

1994

Aging Services

H-GAC contracts with Fort Bend County Senior Citizens Program to provide nutrition, transportation, and social services to Fort Bend County senior citizens. During 1994, the program received \$188,000 from H-GAC and provided 41,000 congregate meals, 65,000 home delivered meals, 29,000 one-way trips for senior citizens, and other social services.

Cooperative Purchasing

During the past twelve months, the following local governments purchased products through the H-GAC Cooperative Purchasing Program:

<u>Governmental Unit</u>	<u>Total Purchases</u>
Beasley, City of	\$ 2,546
Fort Bend County	29,185
Fort Bend Independent School Dist.	11,751
Meadows, City of	18,841
Missouri City, City of	579,022
Richmond, City of	13,120
Rosenberg, City of	203,830
Sugar Land, City of	235,609
Total	<u>\$1,093,907</u>

Economic Development

H-GAC performed tasks to maintain Fort Bend County's eligibility for Economic Development Administration (EDA) Programs.

Investigated potential for assisting local businesses with SBA 504 Loans.

Criminal Justice

Fort Bend County received five criminal justice grants totaling \$188,035 during 1994. H-GAC provides technical assistance and sets priorities on criminal justice grants.

The following Fort Bend County cities also received criminal justice grants:

City of Missouri City	\$54,479
City of Rosenberg	\$28,073
City of Sugar Land	\$ 9,672

In addition, The Fort Bend County Child Advocates received a \$21,130 Victims of Crime Act grant.

Data Services

During 1994, U. S. Census information was received by:

City of Missouri City	Income, Poverty Level Data
City of Sugar Land	Census Profile

H-GAC--11/1/94

(over)

Services to Fort Bend County 1994
Page 3 of 3

Fort Bend County 1995 Transportation Improvement Program

Construction, Reconstruction & Rehabilitation

Facility	From	To	Project Description	Total Cost
FM 1463	US 90	IH 10	Widen to 4 lane divided curb & gutter	\$1,299,122
FM 1876	Harris County Line	Lakeview Dr	Widen 2-4 lane divided curb & gutter	\$7,610,000
FM 1994	SH 36	FM 361	Rehabilitate	\$1,200,000
FM 1994	FM 762	FM 361	Rehabilitate	\$333,000
FM 359	FM 1093	Jones Creek (west crossing)	Rehabilitate	\$2,557,000
FM 360	US 59	Needville City Limits	Rehabilitate	\$650,000
FM 442	San Bernard River	FM 1236	Rehabilitate	\$410,000
SH 36	FM 2218	Brazoria County Line	Rehabilitate	\$2,212,000
US 90A	Brazos River	FM 1876	Rehabilitate	\$4,496,000
Airport W	US 59	Eldridge Rd	Widen 2 to 4 lanes divided (Phase I)	\$2,764,000
Dairy Ashford	Stiles Rd	West Belfort	Widen 2 to 4 lanes divided Blvd with left turn lane	\$5,164,000
US 59	Harris County Line	W of South Kirkwood Dr	Rehabilitate existing road	\$1,46,000
US 59	Harris County Line	W of South Kirkwood Dr	Rehabilitate existing road	\$1,943,000
Traffic Management				\$7,299,000
Bridge Program				\$9,802,600
Signage				\$ 315,500

H-GAC--11/1/94



89 0700
AS PER ORIGINAL
AS PER ORIGINAL

Houston-Galveston Area Council

PO Box 22777 • 3555 Timmons • Houston, Texas 77227-2777 • 713/627-3200

Invoice No. 9412386

INVOICE

To: Fort Bend County
County Courthouse
Box 368
Richmond, TX 77469

Attn: Hon. Roy L. Cordes, Jr.

Please reference invoice no. on payment

Account #	SR	Prch.Order #	Ship Via	Date Shipped	Terms	Invoice Date 12/14/94
Qty Ordered	Qty Shipped	Item Number	Description		Unit Price	Extended Price

Computed at \$.04 per capita in accordance with Article VIII of the Houston-Galveston Area Council Bylaws as amended October 15, 1974, on the basis of the OFFICIAL 1990 Census Counts published by the U.S. Department of Commerce, listing your county's population at 225,421

\$9,016.84

For Membership Dues
January 1 - December 31, 1995

Please remit payment to:

Houston-Galveston Area Council
P. O. Box 200127
Houston, Texas 77216-0127

TOTAL \$9,016.84



DESIGNATION OF DELEGATES
TO THE
HOUSTON-GALVESTON AREA COUNCIL
GENERAL ASSEMBLY
AND TO THE
BOARD OF DIRECTORS
1995

BE IT RESOLVED, by the Commissioner's Court of _____ County, Texas, that the following be, and they are hereby, designated as the representatives and alternates of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 1995:

- (1) DELEGATE, GENERAL ASSEMBLY Bob Lutts
- (1a) ALTERNATE Alton Prasley
- (2) DELEGATE, GENERAL ASSEMBLY Mike D Rozell
- (2a) ALTERNATE RL O'Sheelas

FURTHER THAT, from the GENERAL ASSEMBLY DELEGATES designated above, one is hereby designated as the Member and the other as Alternate Member of the BOARD OF DIRECTORS of the Houston-Galveston Area Council for the year 1995, as follows:


- (1) MEMBER, BOARD OF DIRECTORS Bob Lutts
- (2a) ALTERNATE Mike D. Rozell

THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegates and alternates.

PASSED AND ADOPTED, this 20 day of December, 1994.

APPROVED:
Ray Cordova
Commissioner's Court of Fort Bend

Fort Bend County



Heather Wilson

43. CONSIDER APPROVING THE FOLLOWING AS RECOMMENDED BY ENGINEERING DEPT.:
(1) APPLICATION FROM BROWN & ROOT INC TO BURY SANITARY SEWER SERVICE CONNECTIONS UNDER CANSFIELD WAY, PCT 3; (2) APPLICATIONS FROM SOUTHWESTERN BELL TELEPHONE TO BURY CABLE ALONG GAINES, PCT. 3; UNDER HARTLEDGE AND BAND; UNDER BAND, EXCEPT TO ELEVATE OVER DITCH II-B-3, PCT. 1; (3) APPLICATION FROM FORT BEND M.U.D. #112 FOR CONSTRUCTION OF AN ACCESS ROAD IN DRAINAGE DISTRICT EASEMENT, FORT BEND L.I.D. #7 EXTERNAL CHANNEL, PCT. 4; (4) APPLICATIONS FROM FORT BEND TELEPHONE TO BURY CABLE ALONG WILL LEHMAN, PCT. 1; AND UNDER DITCH I-B-3-E, PCT 1; (5) APPLICATION FROM FORT BEND MUD. #2 TO REMOVE AND REPAIR PAVEMENT ON WEST BELLFORT DR., PCT. 3; (6) APPLICATION FROM WARNER CABLE TO BURY CABLE UNDER OAK VIEW TRAIL, WEST AIRPORT BLVD., OAK LAKE PARK DR. & PEACHWOOD LAKE, PCT. 3; (7) CONTRACT WITH MCBRIDE-RATCLIFF & ASSOCIATES FOR PROFESSIONAL SERVICES AT THE LANDFILL:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve items 1 through 7 above.

44. 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.

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize payment of invoice from Oracle Corporation totaling \$36,975 as presented by Mary Shemanski, M.I.S. Director. Funds from M.I.S.

invoice #5001515	\$36,580.00
invoice #72715	\$ 395.00
	\$36,975.00

RECESS:

Recessed at 10:50 a.m.

CLOSED SESSION:

Convened at 10:57 a.m.
Adjourned at 11:15 a.m.

RECONVENE:

Reconvened at 11:20 a.m.

45. MEET IN CLOSED SESSION TO DISCUSS THE FOLLOWING: (1) LAND MATTERS (PCT. 1); (2) PERSONNEL MATTERS (A. M.I.S. DEPT.; B. ADMINISTRATIVE SERVICES DEPT.; C. PCT. 2; D. DEPARTMENT HEADS) AS AUTHORIZED BY TEXAS GOV. CODE, 551.072/074; AND CONSIDER TAKING ACTION IN OPEN SESSION:

(1) LAND MATTERS (PCT. 1):

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried, it is ordered to authorize County Attorney to make an offer on land in Needville at or below appraised value. Funds from Capital Improvement Fund.

(2) PERSONNEL MATTERS (A. M.I.S. DEPT.):

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize promotion of MIS employee, Ed Plant, from current position to Technical Support Manager at grade 17 step 10, effective next pay period.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20 day of DECEMBER, 19 94, before the 43/1
 Fort Bend County Commissioners Court came on to be heard and
 reviewed the accompanying notice of BROWN & ROOT, INC.
 Job Location CANSFIELD WAY
 Dated 12-6-94 Bond No. 11-03-97, Permit No. 81633
 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 Statutes. 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.

Notes:

1. Evidence of review by the commissioners court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
 Fort Bend County Engineering
 P. O. Box 1449
 Rosenberg, Texas 77471-1449
 713/342-3039, EXT. 111

3. This permit expires one (1) year from date of permit if construction has not commenced.

By Louis Hood
 County Engineer

By N.A.
 Drainage District Engineer/Manager

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

Clerk of Commissioners Court
 By Linda Munoz
 Deputy

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124-52 Blume Rd.
Phone: 342-3039

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 81633

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.

(1) Complete Application Form.

- a. Name of road, street and/or drainage ditch affected.
- b. Vicinity map showing course of direction.
- c. Plans and specifications.

(2) Bond: District Attorney, approval when applicable.

Perpetual bond currently posted.
No. _____
Amount _____

Performance bond submitted.
No. 11-03-97
Amount 2,000

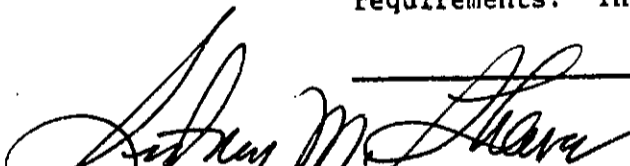
(3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct engineer acknowledgement Date _____

Precinct commissioner acknowledgement Date _____

(4) Drainage District approval when applicable.

We have reviewed this project and agree it meets minimum requirements. The following comments need to be addressed.



Sidney M. Shaver
Permit Administrator

12-8-94
Date

89 0705

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
IN FORT BEND COUNTY

APPLICANT'S JOB NO.
PERMIT NO. 081633 PCT. NO. 3
BOND NO. 11-03-97

Formal notice is hereby given that Brown Root Inc. proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From	Length of	Type of Construction
	Nearest Intersection	Crossing	Bored: Jacked: Driven: Cased
<u>Cansefield Way</u>	<u>135 West of Cansefield Ct. & Cansefield Way</u>	<u>78'</u>	<u>X : X : : :</u>
<u>Cansefield Way</u>	<u>265 West of Cansefield Ct. and Cansefield Way</u>	<u>78'</u>	<u>X : X : : :</u>

Along Roads and/or Drainage Ditches

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

General Description

Putting in Farside Service Leads to Lots 1, 2, 3, 4 in Prop. Sec. 3 of Hickory Creek MUD 34

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

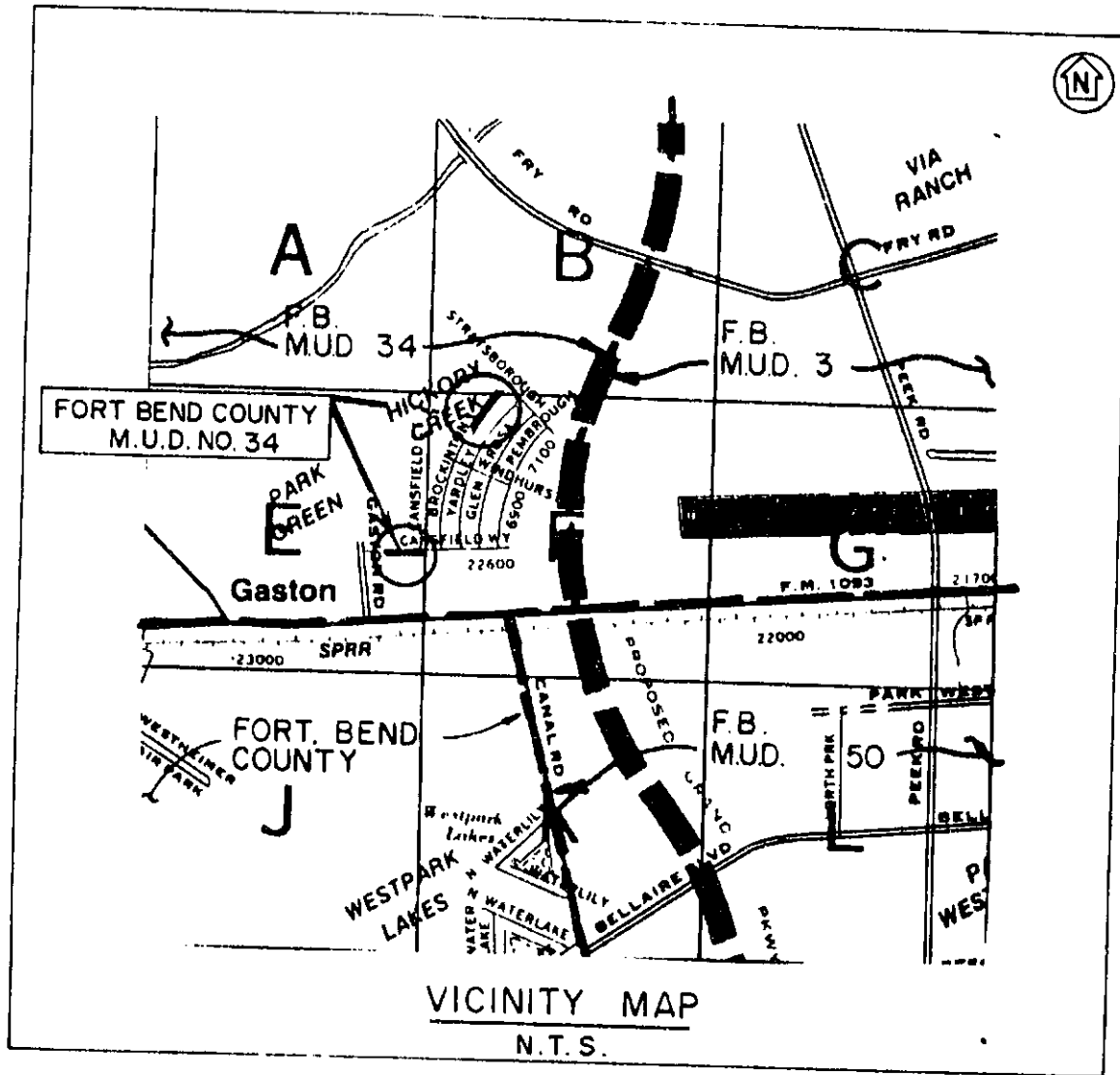
Mail To: Permit Administrator/Fort Bend County Engineering
P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: Brown Root, Inc.
AGENT and/or OWNER
Charles M. Scroggs
(Signature)
NAME & TITLE Charles M. Scroggs [Supt.]
(Please Print)
DATE: 12-6-94
ADDRESS: 4100 Clinton Dr. Bldg. 05
(Street/P.O. Box)
Houston, Tx 77020
City State Zip
TELEPHONE NO: WR (713) 676-3814 363-5989
(accessible 24 hrs/day, 7 days/week)

89 0706

AS PER ORIGINAL



PREPARED BY

BENCHMARK ENGINEERING CORPORATION



On this 20 day of DECEMBER, 19 94, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of SOUTHWESTERN BELL TELEPHONE CO. Job Location BAND AND HARTLEDGE Dated 11-30-94 Bond No. 81282, Permit No. 81631 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 Statutes. Upon Motion of Commissioner Pressley, seconded by Commissioner D'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.

Notes:

1. Evidence of review by the commissioners court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
 Fort Bend County Engineering
 P. O. Box 1449
 Rosenberg, Texas 77471-1449
 713/342-3039, EXT. 111

3. This permit expires one (1) year from date of permit if construction has not commenced.

By Louis Hoel
 County Engineer

By [Signature]
 Drainage District Engineer/Manager

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

Clerk of Commissioners Court
 By Linda Murray
 Deputy

COUNTY OF FORT BEND

89 0708

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124-52 Blume Rd.
Phone: 342-3039

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 81631

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.

- (1) Complete Application Form.
- a. Name of road, street and/or drainage ditch affected.
- b. Vicinity map showing course of direction.
- c. Plans and specifications.
- (2) Bond: District Attorney, approval when applicable.
- Perpetual bond currently posted.
No. 81282
Amount 50,000
- Performance bond submitted.
No. _____
Amount _____
- _____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct engineer acknowledgement

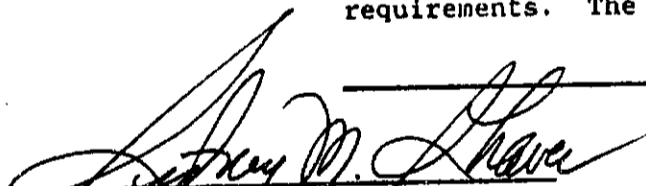
Date

Precinct commissioner acknowledgement

Date

- (4) Mark Vaden
Drainage District approval when applicable.

We have reviewed this project and agree it meets minimum requirements. The following comments need to be addressed.


Sidney M. Shaver
Permit Administrator

11-30-94
Date

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
 IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
 IN FORT BEND COUNTY

89 0709

APPLICANT'S JOB NO. 0700003 PE - 691
 PERMIT NO. 081631 PCT. NO. 1
 BOND NO. 81282

AS PER ORIGINAL

Formal notice is hereby given that SOUTHWESTERN BELL TEL. CO.
 proposes to lay, construct, maintain and/or repair cable, conduit and/or pole
 line, in, under, across, or along roads, streets, highways and drainage
 ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From	Length of Crossing	Type of Construction
	Nearest Intersection		Bored: Jacked: Driven: Cased
BAND RD.	1390' EAST HARTLEDGE RD	50'	✓ : : :
HARTLEDGE RD	2' SOUTH OF N. R.O.W. OF BAND RD.	50'	✓ : : :
			TOTAL AERIAL CROSSING

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From	To	Distance
	Nearest Intersection		
BAND RD.	2' EAST OF WEST R.O.W. OF HARTLEDGE RD	EAST	5,697'

General Description

PLC, BURIED TELECOMMUNICATION CABLE 2.4" DEEP 2' NORTH OF SOUTH

R.O.W OF BAND RD STARTING AT 247' EAST OF MCCLELLAN RD, GO WEST FOR 2891', THEN AERIAL FOR 723', THEN BURIED FOR 655' THEN BORE BAND RD AND

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering
 P. O. Box 1649, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: SOUTHWESTERN BELL TEL. CO.
 AGENT and/or OWNER

L.P. Endlich
 (Signature)

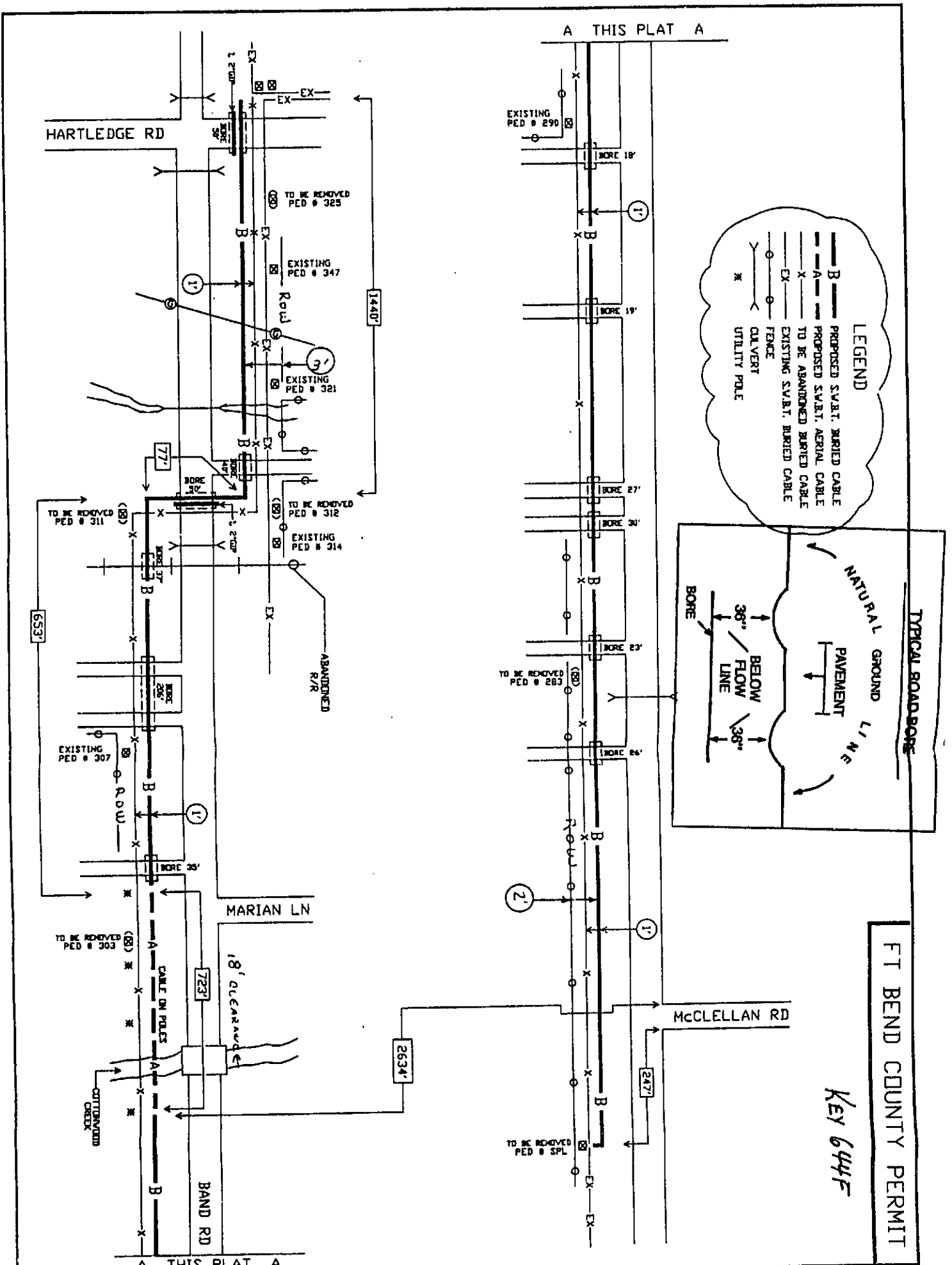
NAME & TITLE LOUIS P. ENDLICH - MGR. ENG. DESIGN
 (Please Print)

DATE: 11 - 30 - 94

ADDRESS: 1110 LOUISE R.M 200
 (Street/P.O. Box)

ROSENBERG TX 77471
 City State Zip

TELEPHONE NO: (713) 341-4311
 (accessible 24 hrs/day, 7 days/week)



<p>SPECIAL CIRCUITS N</p> <p>6203 FORWARDED N</p> <p>PERMIT REQUIRED Y</p>		<p>NORTH ARROW</p>
<p>OPERATING RANGE OF JOB STEPS</p> <p>LINE TO TO</p> <p>SPLICE TO TO</p>		
APRC	TRANSMISSION ZONE	
RZ	CZ TAPER CODE	
KV	CAUTION HIGH VOLTAGE	
	AERIAL Y BURIED N	
	POLE CONTACTS (+) (-)	
	PNR CO	
<p>NOTES</p> <p>ENGR : PHIL ENLUGH</p> <p>TN : 713-341-4311</p>		
<p>ORDER NO. 0700003PE</p> <p>PRINT NO. 691A</p>		
<p>TOT PRINTS</p> <p>C.O. 713-232</p> <p>ENCL. RICH-ROSE</p> <p>TAX DST. FE009</p> <p>GEN LOC. W89232</p> <p>ENGR. LPE</p> <p>TELEPHONE NO. (713) 341-4311</p> <p>REC. REF. 225-265-13</p> <p>MAP REF. 644F & J</p> <p>SCALE NONE</p> <p>DATE INT. 11/22/94</p> <p>DATE REV.</p> <p>JOB TITLE FLOOD REPLACEMENTS</p>		

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20 day of DECEMBER, 19 94, before the
 Fort Bend County Commissioners Court came on to be heard and
 reviewed the accompanying notice of SOUTHWESTERN BELL TELEPHONE CO.
 Job Location GAINES RD

Dated 12-8-94 Bond No. 81282, Permit No. 81635

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.

Notes:

1. Evidence of review by the commissioners court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
 Fort Bend County Engineering
 P. O. Box 1449
 Rosenberg, Texas 77471-1449
 713/342-3039, EXT. 111

3. This permit expires one (1) year from date of permit if construction has not commenced.

By Louis Hood
 County Engineer

By Neil E. Gahn
 Drainage District Engineer/Manager

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

Clerk of Commissioners Court
 By Linda Murray
 Deputy

COUNTY OF FORT BEND

89 0712

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124-52 Blume Rd.
Phone: 342-3039

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 81635

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.

(1) Complete Application Form.

- a. Name of road, street and/or drainage ditch affected.
 b. Vicinity map showing course of direction.
 c. Plans and specifications.

(2) Bond: District Attorney, approval when applicable.

Perpetual bond currently posted.
No. 81282
Amount 50,000.

Performance bond submitted.
No. _____
Amount _____

(3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct engineer acknowledgement

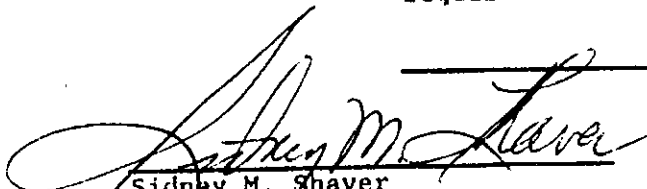
Date

Precinct commissioner acknowledgement

Date

(4) Drainage District approval when applicable.

We have reviewed this project and agree it meets minimum requirements. The following comments need to be addressed.



Sidney M. Shaver
Permit Administrator

12-13-94

Date

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
 IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
 IN FORT BEND COUNTY

89 0713

APPLICANT'S JOB NO.
 PERMIT NO. 081635 PCT. NO. 3
 BOND NO. 81282

Formal notice is hereby given that Southwestern Bell Telephone Co.
 proposes to lay, construct, maintain and/or repair cable, conduit and/or pole
 line, in, under, across, or along roads, streets, highways and drainage
 ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

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

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Gaines Rd.	From 200'S OF 9611 GAINES ROAD To the South	555' S. OF 9611 GAINES RD	355'

General Description

Place 1-4" GIP (355') on Gaines Road south of 9611 Gaines Road. *CABLE TO
 BE BURIED 3' DEEP 2' FROM R.O.W. LINE. BORED & PLACED IN 4" CASING.*

The location and description of the proposed installation and appurtenances is
 more fully shown on the attached detail drawings. The laying, construction,
 maintenance and/or repair of the proposed installation shall be subject to "A
 Revised Order Regulating the Laying, Construction, Maintenance and/or Repair
 of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads,
 Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the
 Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed
 by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of
 August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court
 of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction
 and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering
 P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: S.W.B. Telephone
 AGENT and/or OWNER

Maurice Vance
 (Signature)

NAME & TITLE Alvin Jackson -Mgr. Eng.
 (Please Print)

DATE: December 8, 1994

ADDRESS: 14575 Presidio Square, #250
 (Street/P.O. Box)

Houston, Texas 77083
 City State Zip

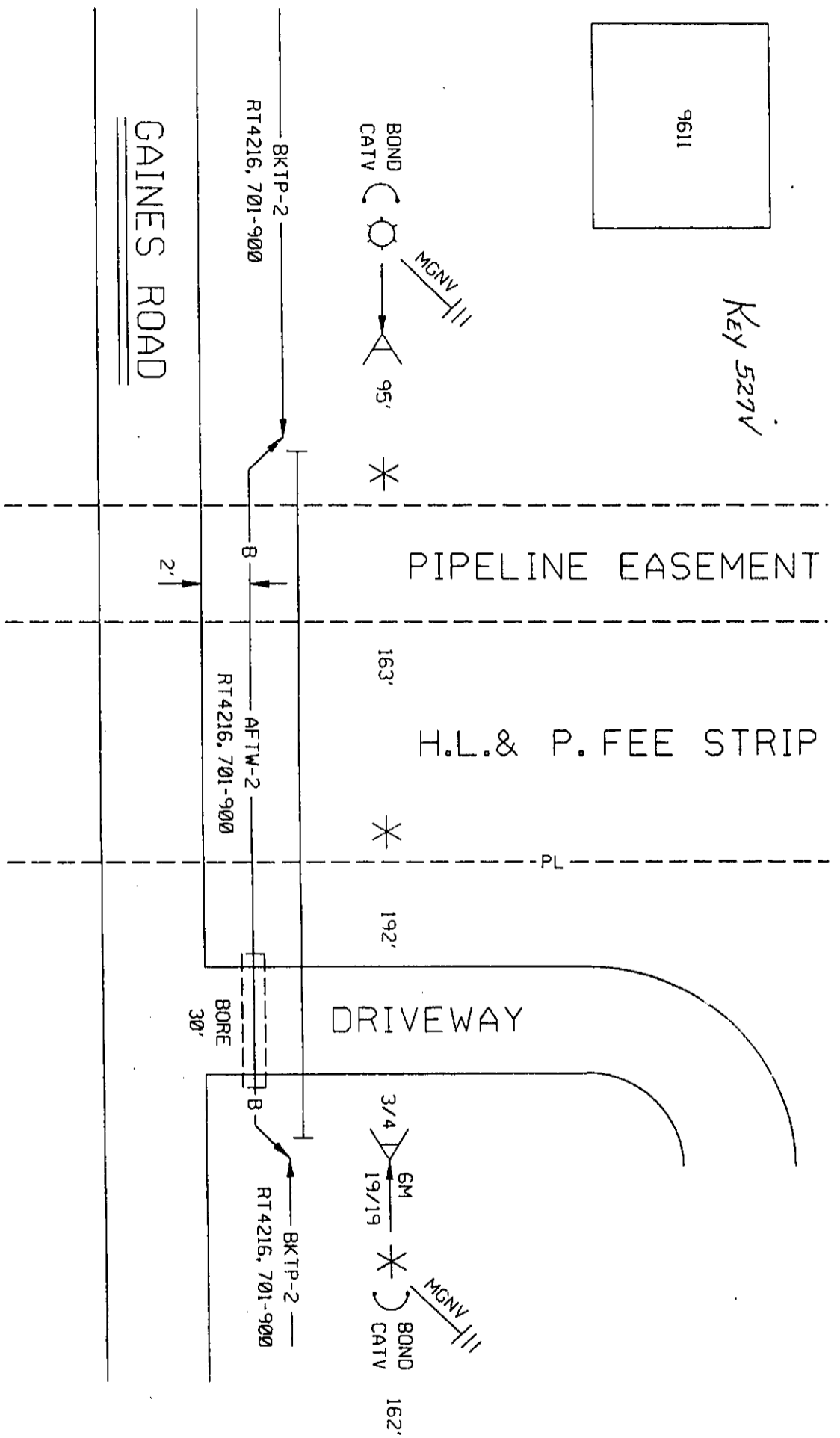
TELEPHONE NO: (713) 561-4618
 (accessible 24 hrs/day, 7 days/week)

Job No. 294-090
 D553708

DEC 12 1994

9611

Key 527V



FORT BEND COUNTY SPECIFICATIONS

1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10' LIFTS AT THE END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVER NIGHT.)
2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT OF WAY AT END OF EACH DAY.
3. DITCHES TO BE OPENED AT END OF EACH DAY.
4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC., TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO PAVEMENT.
5. CONDITION OF THE ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
7. Two feet from Road Line
8. Buries 3' Deep
9. Bored & packed in 4" casing

ORDER NO. 0553708	NOTES	PERMIT REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	SPECIAL CIRCUITS INVOLVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 6283 FORWARDED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CAUTION HIGH VOLTAGE 19.9 KV <input checked="" type="checkbox"/> AERIAL <input checked="" type="checkbox"/> BURIED	TRANSMISSION ZONE RZ _____ CZ _____ TAPER CODE 432002	LINE TO TO SPICE <input type="checkbox"/> TO <input type="checkbox"/>	NORTH ARROW
TOI PLATS _____ PLAT NO. _____	C.D. ALIEF 498	POLE CONTACTS (+) _____ OR (-) _____	PNR. CO. _____	EXCH. HOUSTON	MAP REF. 527R, Y	REC. REF. 240-285-31	
TAX DIST. EG-004	ENGR. _____ DRAWN W.E.C.			GEOL. LOC. W8-5498			

7/25/93

On this 20 day of DECEMBER, 19 94, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of FORT BEND COUNTY MUD# 112 Job Location FORT BEND CO. LID #7 EXTERNAL CHANNEL DRAINAGE EASEMENT Dated 12-8-94 Bond No. NO BOND REQUIRED, Permit No. 81636 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 Statutes. Upon Motion of Commissioner Presley, seconded by Commissioner D. 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.

Notes:

1. Evidence of review by the commissioners court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
 Fort Bend County Engineering
 P. O. Box 1449
 Rosenberg, Texas 77471-1449
 713/342-3039, EXT. 111

3. This permit expires one (1) year from date of permit if construction has not commenced.

By Louis Hood
 County Engineer

By [Signature]
 Drainage District Engineer/Manager

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

Clerk of Commissioners Court

By [Signature]
 Deputy

December 5, 1994

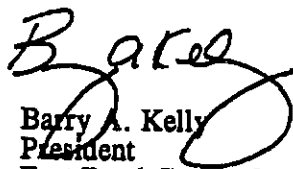
Commissioners Court of Fort Bend County
Jane Long Building
501 Jackson
Richmond, Texas 77469

Dear Gentlemen:

Fort Bend County Municipal Utility District No.112 proposes to construct a 16 foot access road for the New Territory Regional Wastewater Treatment Plant. The access road shall be within a 30 foot easement obtained from Fort Bend County L.I.D. No.7 (the owner in fee) that includes an existing Fort Bend County Drainage District easement.

According to procedures to be followed, a performance bond or perpetual bond is required with a completed application form proposing to perform work in an area encumbered by Fort Bend County Drainage District Easement. Fort Bend County M.U.D. No.112, a political subdivision of the State of Texas, requests that it be exempted from supplying the bond associated with the permit application.

Sincerely,



Barry A. Kelly
President
Fort Bend County M.U.D. No.112

BK\so

w:\land\1126150Q

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124-52 Blume Rd.
Phone: 342-3039

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 81636

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.

(1) Complete Application Form.

- a. Name of road, street and/or drainage ditch affected.
- b. Vicinity map showing course of direction.
- c. Plans and specifications.

(2) Bond: No Bond Required
District Attorney, approval when applicable.

Perpetual bond currently posted.
No. _____
Amount _____

Performance bond submitted.
No. _____
Amount _____

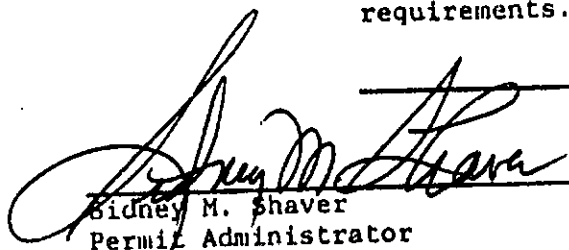
_____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

_____ Precinct engineer acknowledgement _____ Date _____

_____ Precinct commissioner acknowledgement _____ Date _____

(4) Mark Vogler
Drainage District approval when applicable.

We have reviewed this project and agree it meets minimum requirements. The following comments need to be addressed.


Sidney M. Shaver
Permit Administrator

12-15-94
Date

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
 IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
 IN FORT BEND COUNTY

89 0718

APPLICANT'S JOB NO. _____
 PERMIT NO. 81636 PCT. NO. 4
 BOND NO. NO BOND REQUIRED

access road

Formal notice is hereby given that Fort Bend County M.U.D. # 112 proposes to lay, construct, maintain and/or repair ~~cable, conduit and/or pole~~ 16 foot line, ~~in, under, across, or along roads, streets, highways and drainage ditches~~ in Fort Bend County, as follows:

~~In, Under, or Across Roads and/or Drainage Ditches~~

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

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
<u>FT BEND Co. LID # 7 External Channel</u>	<u>4360 feet west of US 90A and SH 99</u>	<u>Southern boundary of Fort Bend County easement</u>	<u>503'</u>

General Description

Construction of Access Road within 30 foot easement obtained from Fort Bend County L.I.D. No. 7 that includes existing Fort Bend County Drainage District easement.

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering
 P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: BROWN & GAY ENGINEERS
 AGENT and/or OWNER

Samuel W. Kruse, Jr.
 (Signature)

NAME & TITLE SAM KRUSE, JR., VICE PRESIDENT
 (Please Print)

DATE: December 8, 1994

ADDRESS: 11490 WESTHEIMER SUITE 700
 (Street/P.O. Box)

HOUSTON TX 77077-6841
 City State Zip

TELEPHONE NO: (713) 558 8700
 (accessible 24 hrs/day. 7 days/week)

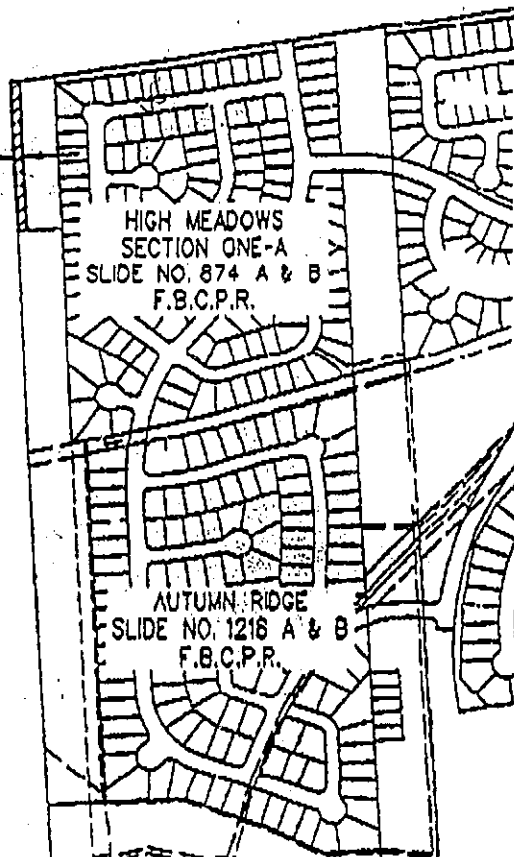
0.3887 AC. 30' ACCESS EASEMENT

ENGINEER/SURVEYOR
Costello, Inc.
 NEW TERRITORY
 FORT BEND COUNTY, TEXAS

SCALE: 1" = 700'

DRAWN BY: DEH	DWG. NO.:	SKETCH 1.DGN	DATE: 10-7-94
CHECKED BY: ADS	JOB NO: 91042-07	REF NO:	DESC: 1080-94

0.3887 AC.
30' ACCESS ESMT.



JANE WILKINS SURVEY, A-96
J.H. CARTWRIGHT SURVEY, A-16

OUT-TRACT



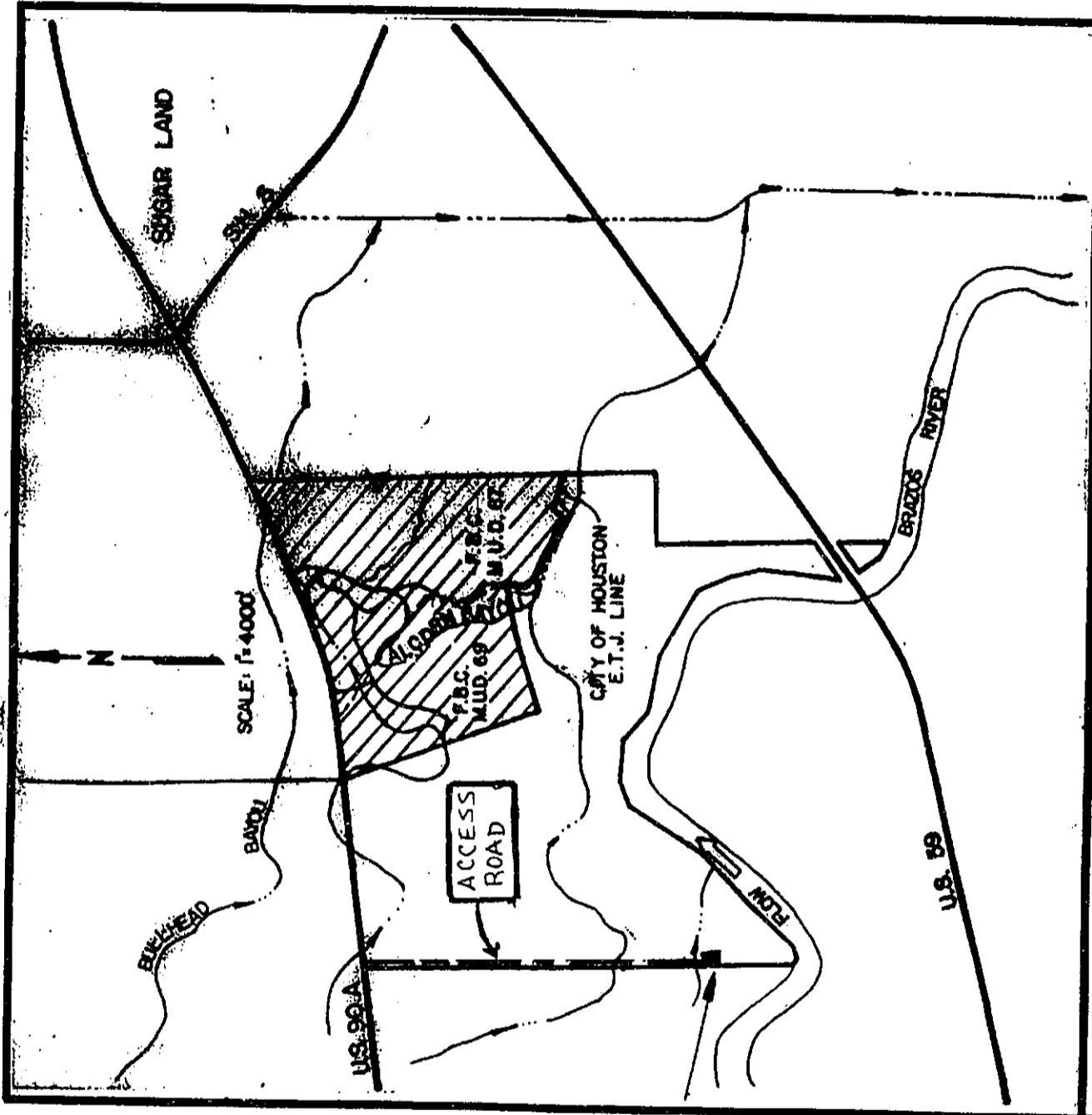
SCALE: 1" = 700'

DITCH "M"
VOL. 2152 PG. 541
O.R.F.B.C.

ACREAGE
 2391.357 AC.
 LEXINGTON DEVELOPMENT CO.
 VOL. 1400 PG. 311
 O.R.F.B.C.

180' H.L. & P. ESMT
VOL. 439 PG. 566
F.B.C.D.R.

KEY MAP # 6060



VICINITY MAP

NEW
TERRITORY
WASTE WATER
TREATMENT
PLANT

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20 day of DECEMBER, 19 94, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of FORT BEND TELEPHONE CO. Job Location WILL LEHMAN Dated 12-12-94 Bond No. EX457462, Permit No. 81638 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 Statutes. 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.

Notes:

1. Evidence of review by the commissioners court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
Fort Bend County Engineering
P. O. Box 1449
Rosenberg, Texas 77471-1449
713/342-3039, EXT. 111

3. This permit expires one (1) year from date of permit if construction has not commenced.

By Louis Hood
County Engineer

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

By _____
Drainage District Engineer/Manager

Clerk of Commissioners Court
By Linda Murray
Deputy

COUNTY OF FORT BEND

89 0722

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124-52 Blume Rd.
Phone: 342-3039

PERMIT APPLICATION REVIEW FORM FOR
CABLE, CONDUIT, AND POLE LINE ACTIVITY
IN FORT BEND COUNTY

PERMIT NO. 81638

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.

(1) Complete Application Form.

- a. Name of road, street and/or drainage ditch affected.
- b. Vicinity map showing course of direction.
- c. Plans and specifications.

(2) Bond: District Attorney, approval when applicable.

Perpetual bond currently posted.
No. EX 457462
Amount 50,000.

Performance bond submitted.
No. _____
Amount _____

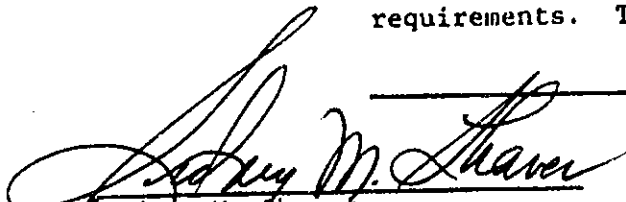
Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct engineer acknowledgement Date _____

Precinct commissioner acknowledgement Date _____

Drainage District approval when applicable.

We have reviewed this project and agree it meets minimum requirements. The following comments need to be addressed.



Sidney M. Shaver
Permit Administrator

12-12-94
Date

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
 IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
 IN FORT BEND COUNTY

89 0723

APPLICANT'S JOB NO. _____
 PERMIT NO. 81638 PCT. NO. 1
 BOND NO. EX 457462

AS PER ORIGINAL

Formal notice is hereby given that Fort bend Telephone Co.
 proposes to lay, construct, maintain and/or repair cable, conduit and/or pole
 line, in, under, across, or along roads, streets, highways and drainage
 ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

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

Along Roads and/or Drainage Ditches

Road or Ditch Name	: Distance & Direction From : Nearest Intersection	To :	: Distance
<u>WILL LEHMAN</u>	<u>WILL LEHMAN @ FM 442</u>	<u>30' NW</u>	<u>30'</u>

General Description

FORT BEND TELEPHONE CO. PROPOSES TO PLACE A BURIED LINE ON
 WILL LEHMAN ROAD. PLEASE SEE ATTACHED SHEETS FOR DETAILS.

The location and description of the proposed installation and appurtenances is
 more fully shown on the attached detail drawings. The laying, construction,
 maintenance and/or repair of the proposed installation shall be subject to "A
 Revised Order Regulating the Laying, Construction, Maintenance and/or Repair
 of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads,
 Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the
 Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed
 by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of
 August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court
 of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction
 and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering
 P. O. Box 1449, Rosenberg, Texas 77471

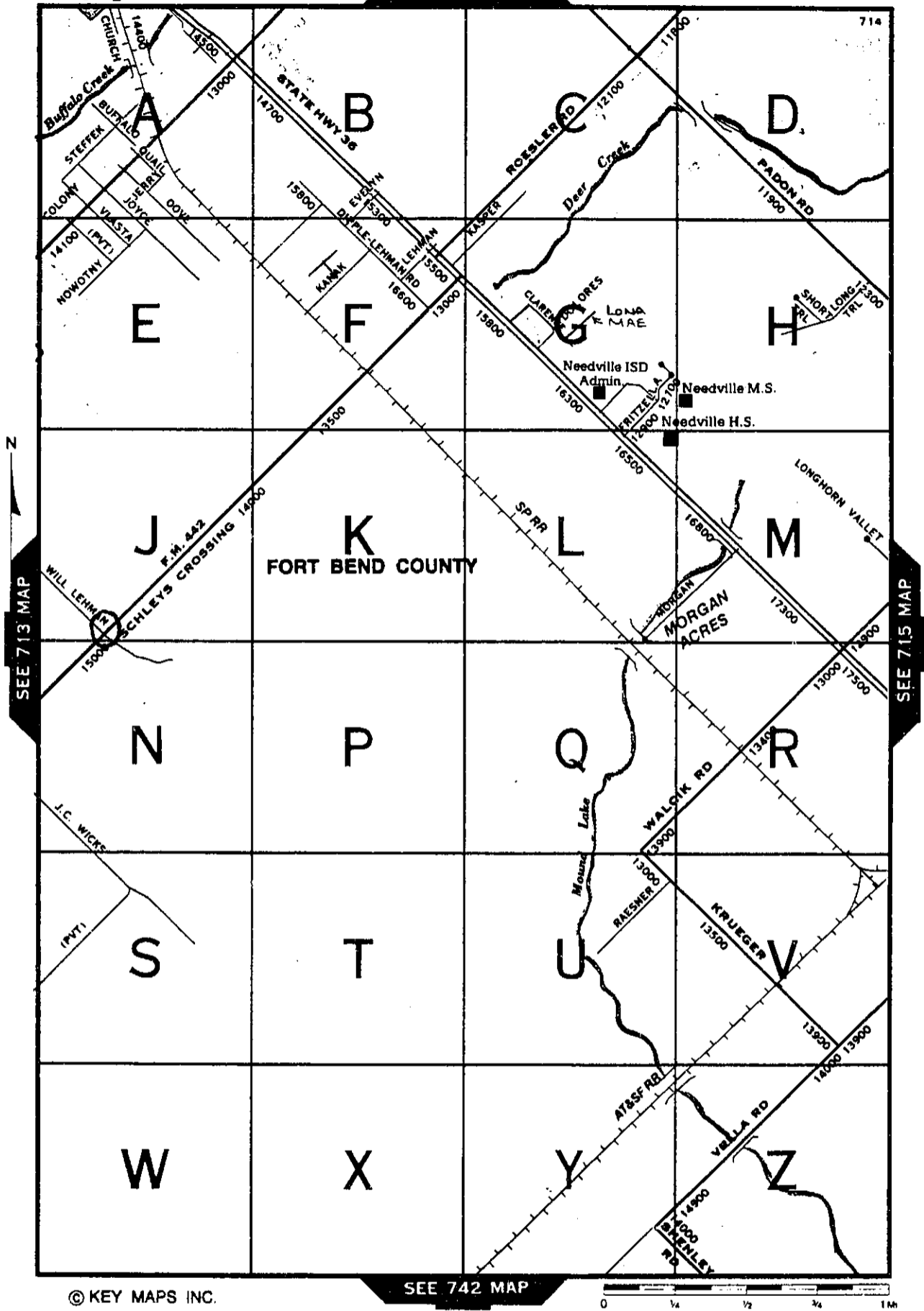
Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: Fort Bend Telephone
 AGENT and/or OWNER
Kenny Smerek
 (Signature)
 NAME & TITLE KENNY SMEREK ENGINEER
 (Please Print)
 DATE: 12-12-94
 ADDRESS: 24403 Roesner
 (Street/P.O. Box)
Katy, Texas 77494
 City State Zip
 TELEPHONE NO: 713-396-5380
 (accessible 24 hrs/day, 7 days/week)

DEC 14 1994

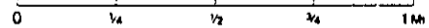
714

SEE 684 MAP



© KEY MAPS INC.

SEE 742 MAP



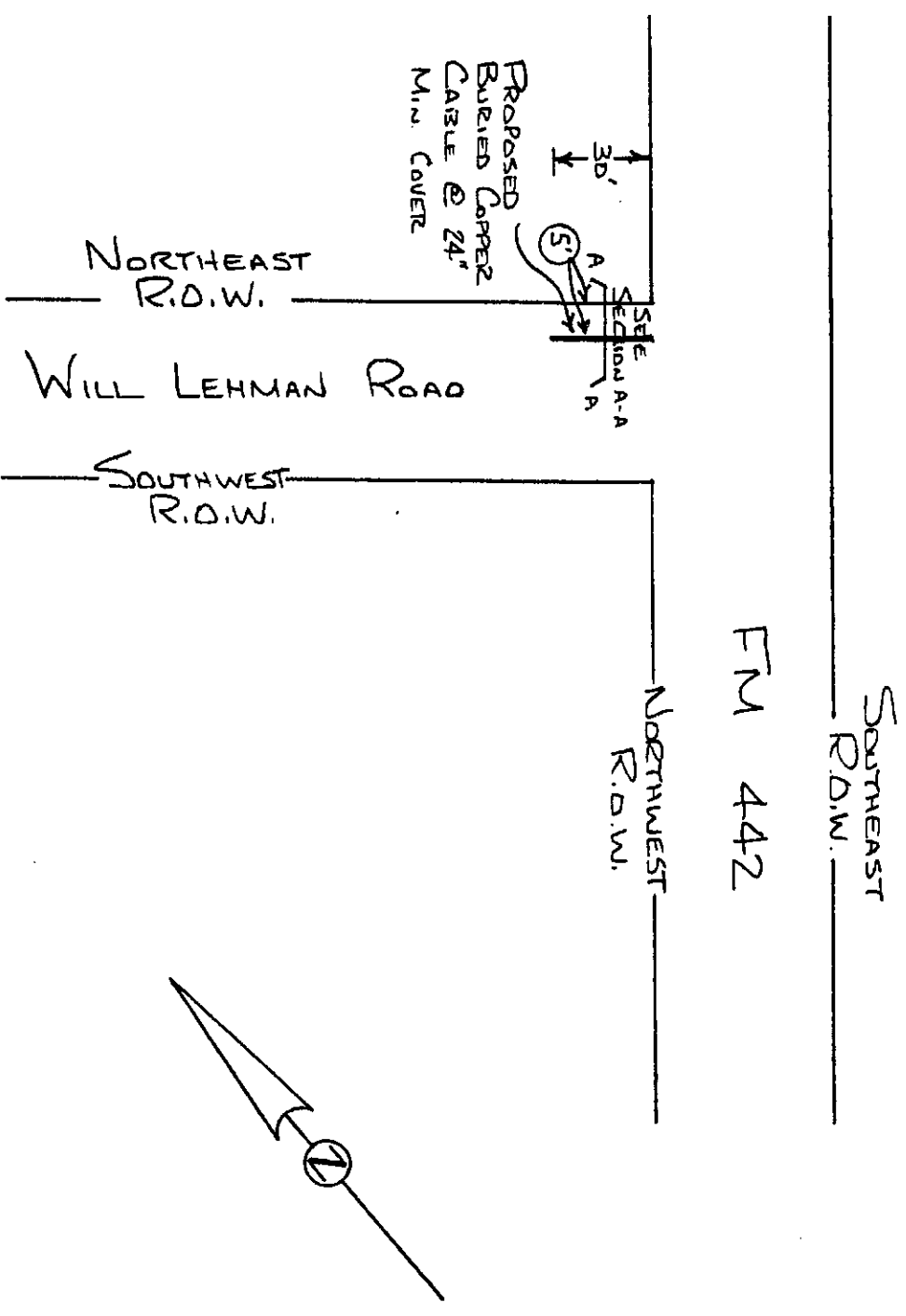
89 0725

AS PER ORIGINAL

TITLE Proposed Copper
 DRAWN BY W.S.
 DATE 12.17.94

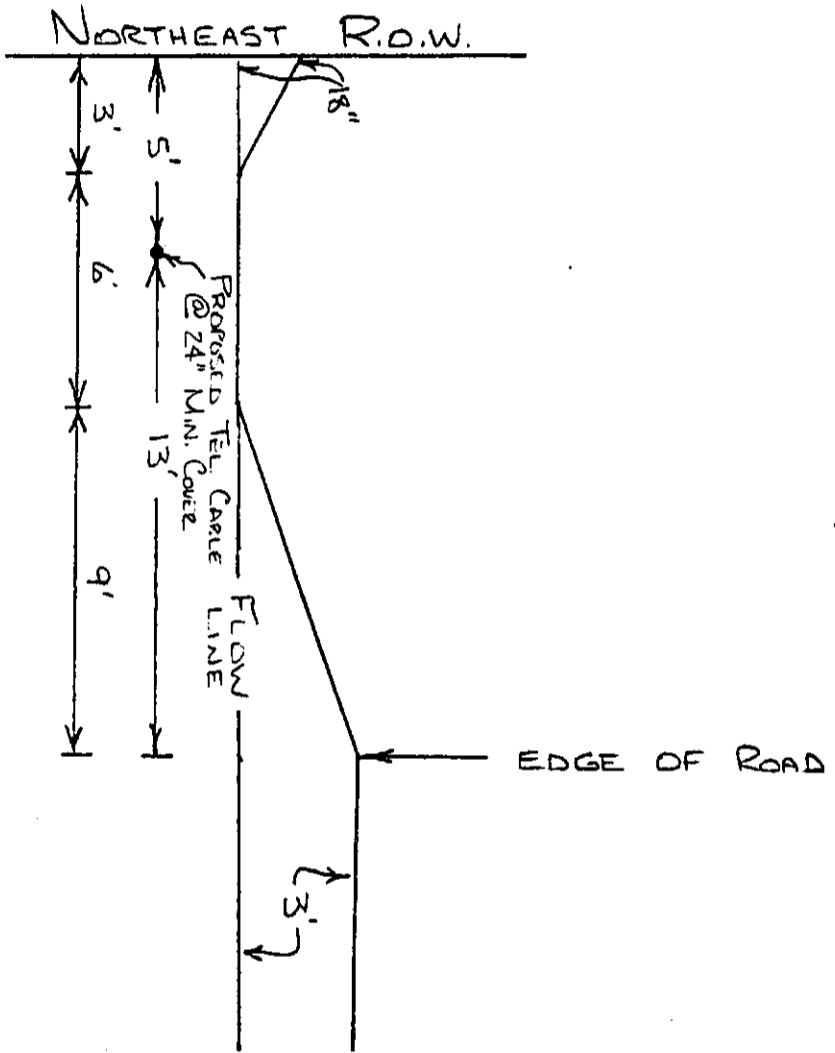
SCALE N.T.S.
 EXCHANGE NEEDVILLE
 COUNTY FORT BEND

FORT BEND TELEPHONE CO.
 24403 ROESNER RD.
 KATY, TEXAS 77194
 ENGINEERING DEPARTMENT



AS PER ORIGINAL

SECTION A-A
WILL LEHMAN ROAD
(LOOKING SOUTHEAST)



TITLE PROFILE OF
WILL LEHMAN ROAD.

SCALE 1" = 5'
DRAWN BY K.S.
DATE 12-12-94

EXCHANGE NEEDVILLE
COUNTY FORT BEND

FORT BEND TELEPHONE CO.
24403 ROESNER RD.
KATY, TEXAS 77494
ENGINEERING DEPARTMENT

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

89 0727

12/31/94

On this 20 day of DECEMBER, 19 94, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of FORT BEND TELEPHONE CO. Job Location DITCH I-B-3-e

Dated 12-12-94 Bond No. EX457462, Permit No. 81639

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 Statutes. 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.

Notes:

1. Evidence of review by the commissioners court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
Fort Bend County Engineering
P. O. Box 1449
Rosenberg, Texas 77471-1449
713/342-3039, EXT. 111

3. This permit expires one (1) year from date of permit if construction has not commenced.

By Louis Hood
County Engineer

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

By _____
Drainage District Engineer/Manager

Clerk of Commissioners Court
By Linda Munoz
Deputy

COUNTY OF FORT BEND

89 0728

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124-52 Blume Rd.
Phone: 342-3039

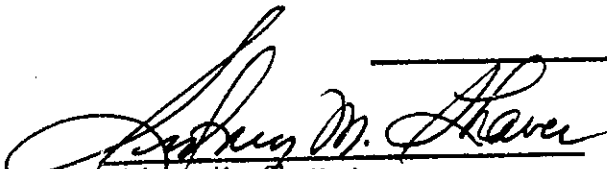
PERMIT APPLICATION REVIEW FORM FOR
CABLE, CONDUIT, AND POLE LINE ACTIVITY
IN FORT BEND COUNTY

PERMIT NO. 81639

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.

- (1) Complete Application Form.
- a. Name of road, street and/or drainage ditch affected.
 - b. Vicinity map showing course of direction.
 - c. Plans and specifications.
- (2) Bond: District Attorney, approval when applicable.
- Perpetual bond currently posted.
No. EX 457462
Amount 50,000.
- Performance bond submitted.
No. _____
Amount _____
- (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.
- _____
Precinct engineer acknowledgement Date _____
- _____
Precinct commissioner acknowledgement Date _____
- (4) Mark Vogt
Drainage District approval when applicable.

We have reviewed this project and agree it meets minimum requirements. The following comments need to be addressed.


Sidney M. Shaver
Permit Administrator

12-15-94
Date

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
 IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
 IN FORT BEND COUNTY

89 0729

AS PER ORIGINAL

APPLICANT'S JOB NO. _____
 PERMIT NO. 81639 PCT. NO. 1
 BOND NO. EX 457462

Formal notice is hereby given that Fort bend Telephone Co.
 proposes to lay, construct, maintain and/or repair cable, conduit and/or pole
 line, in, under, across, or along roads, streets, highways and drainage
 ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From	Length of	Type of Construction
	Nearest Intersection	Crossing	Bored:Jacked:Driven:Cased
<u>I-B-3-e</u>	<u>I-B-3-e @ FM 442</u>	<u>44'</u>	<u>BACKHOED</u>

Along Roads and/or Drainage Ditches

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

General Description

FORT BEND TELEPHONE CO. PROPOSES TO PLACE A BURIED COPPER
 LINE ACROSS I-B-3-E. PLEASE SEE ATTACHED SHEETS FOR DETAILS.

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering
 P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: Fort Bend Telephone
 AGENT and/or OWNER

Kenny Smerek
 (Signature)

NAME & TITLE KENNY SMEREK ENGINEER
 (Please Print)

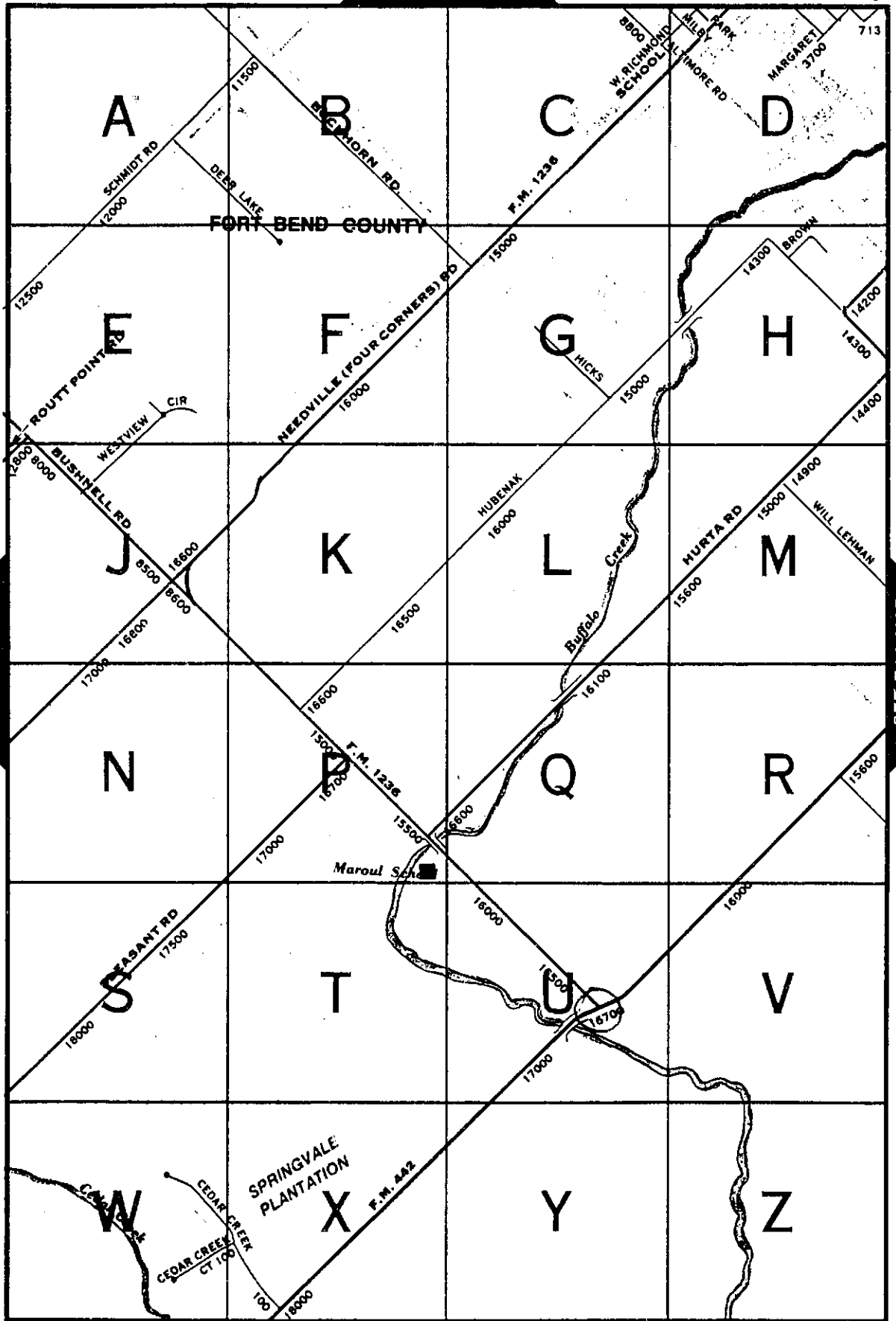
DATE: 12-12-94

ADDRESS: 24403 Roegner
 (Street/P.O. Box)

Katy, Texas 77494
 City State Zip

TELEPHONE NO: 713-396-5380
 (accessible 24 hrs/day, 7 days/week)

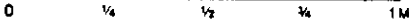
SEE 683 MAP



SEE 712 MAP

SEE 714 MAP

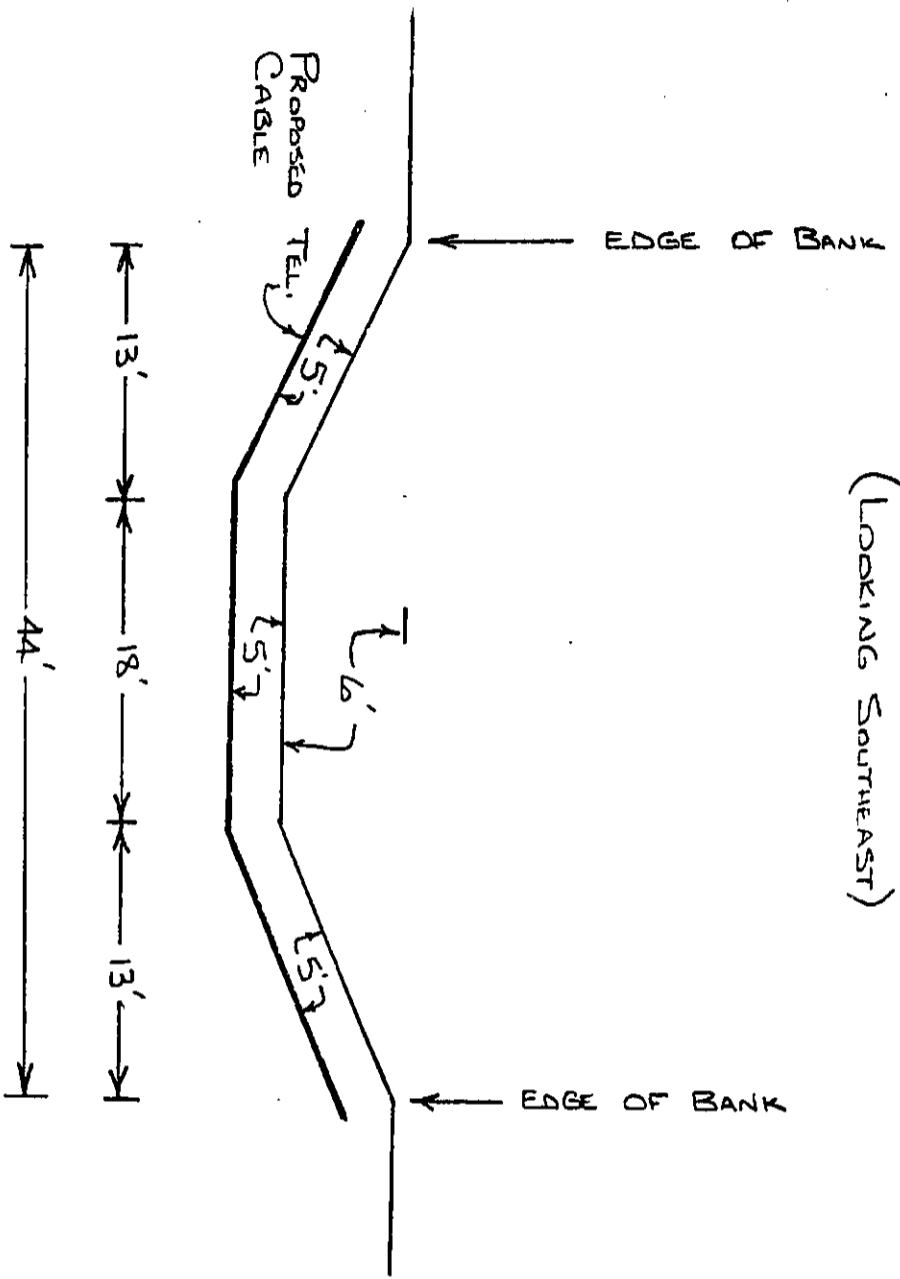
SEE 741 MAP



89 0731

AS PER ORIGINAL

SECTION A-A
I-B-3-e
(LOOKING SOUTHEAST)



TITLE Profile of
I-B-3-e

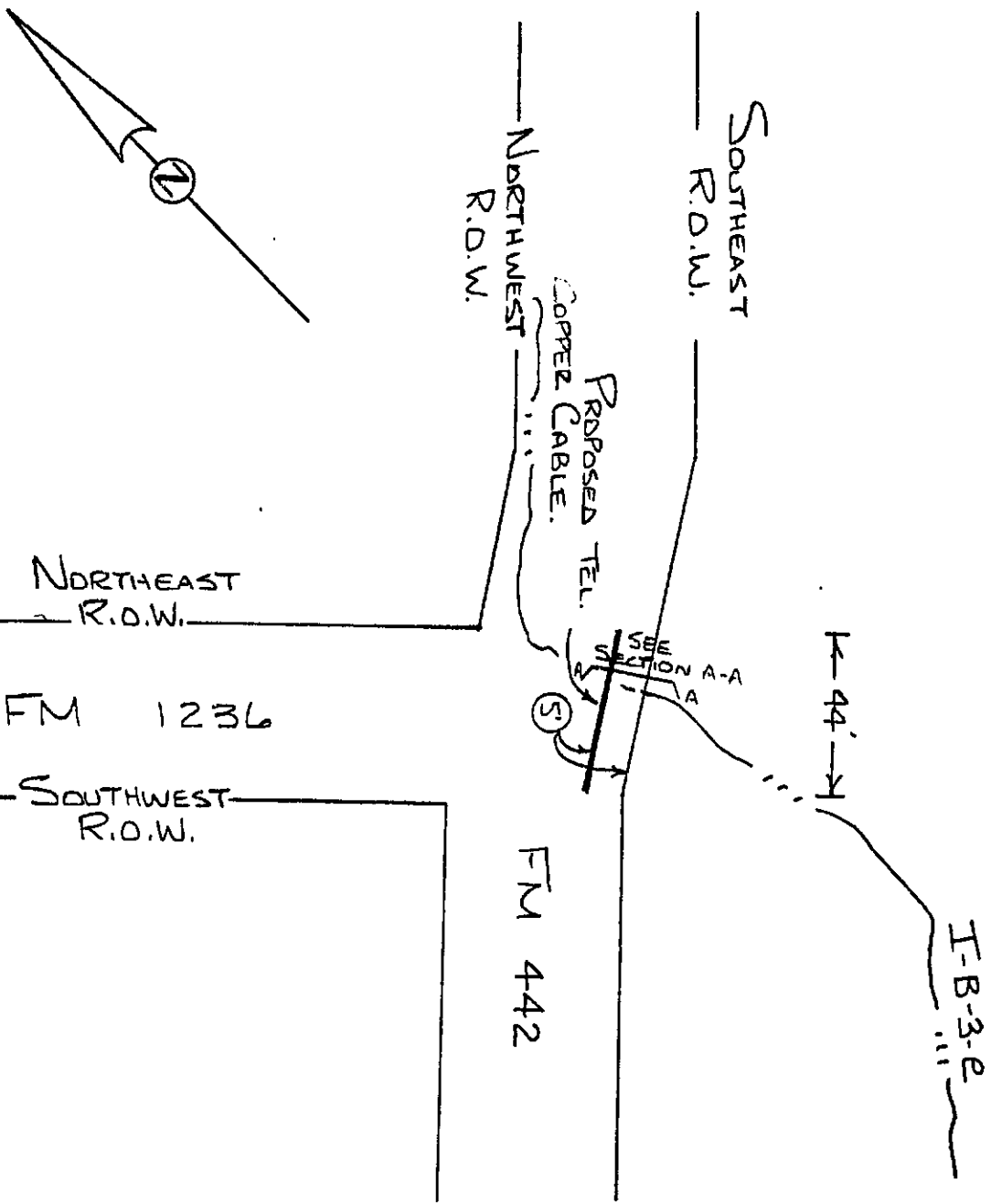
SCALE	N.T.S.
DRAWN BY	K.S.
DATE	12-12-94

EXCHANGE	NEEDVILLE
COUNTY	FORT BEND

FORT BEND TELEPHONE CO.
24403 ROESNER RD.
KATY, TEXAS 77494
ENGINEERING DEPARTMENT

89 0732

AS PER ORIGINAL



TITLE Proposed Cable
No 1 FM 442.

SCALE	N.T.S.
DRAWN BY	K.S.
DATE	12-12-94

EXCHANGE	NEEDVILLE
COUNTY	FORT BEND

FORT BEND TELEPHONE CO.
24403 ROESNER RD.
KATY, TEXAS 77494
ENGINEERING DEPARTMENT

7/31/5

On this 20 day of DECEMBER, 19 94, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of FORT BEND COUNTY MUD #2
 Job Location WEST BELLFORT DRIVE
 Dated 12-9-94 Bond No. NO BOND REQUIRED, Permit No. 81637
 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 Statutes. 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.

Notes:

1. Evidence of review by the commissioners court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
 Fort Bend County Engineering
 P. O. Box 1449
 Rosenberg, Texas 77471-1449
 713/342-3039, EXT. 111

3. This permit expires one (1) year from date of permit if construction has not commenced.

By Louis Hood
 County Engineer

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

By NA
 Drainage District Engineer/Manager

Clerk of Commissioners Court
 By Linda Murray
 Deputy

PATE ENGINEERS

December 9, 1994

Permit Administrator
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471-1449

Reference: West Bellfort Pavement Repair
Fort Bend County MUD No. 2
PEI Job # 575-001-00

Dear Sir:

On behalf of Fort Bend County MUD No. 2, I am applying for a permit to repair a section of pavement along West Bellfort. Fort Bend County MUD No. 2 will take full responsibility for the construction of the project and does hereby request a waiver of the performance bond required by the County.

Very truly yours,



Robert J. Kunesh, Assistant Vice President
Fort Bend County MUD No. 2

RP/LAL/lal083

DEC 14 1994

COUNTY OF FORT BEND

89 0735

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124-52 Blume Rd.
Phone: 342-3039

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 81637

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.

(1) Complete Application Form.

- a. Name of road, street and/or drainage ditch affected.
 b. Vicinity map showing course of direction.
 c. Plans and specifications.

(2) Bond: NO BOND REQUIRED
District Attorney, approval when applicable.

Perpetual bond currently posted.
No. _____
Amount _____

Performance bond submitted.
No. _____
Amount _____

_____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

_____ Precinct engineer acknowledgement

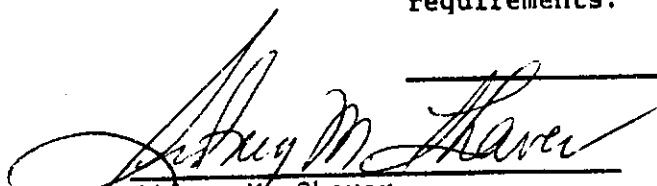
_____ Date

_____ Precinct commissioner acknowledgement

_____ Date

_____ (4) _____
Drainage District approval when applicable.

We have reviewed this project and agree it meets minimum requirements. The following comments need to be addressed.



Sidney M. Shaver
Permit Administrator

12-9-94

Date

89 0736

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
IN FORT BEND COUNTY

APPLICANT'S JOB NO. _____
 PERMIT NO. 81637 PCT. NO. 3
 BOND NO. NO BOND REQUIRED

Formal notice is hereby given that Fort Bend County M.U.D. No.2
 proposes to lay, construct, maintain and/or repair cable, conduit and/or pole
 line, in, under, across, or along roads, streets, highways and drainage
 ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

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

Along Roads and/or Drainage Ditches

Road or Ditch Name	: Distance & Direction From : Nearest Intersection	: To :	: Distance
West Bellfort	Approximately 640' East of	Spanish Grant	100 Linear Feet

General Description

Remove and Replace One Lane - 100 Linear Feet of Pavement and 6" Curb.

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering
 P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: Fort Bend County MUD No.2
 AGENT and/or OWNER

Robert J. Kunesch
 (Signature)

NAME & TITLE Robert J. Kunesch, Assistant VP
 (Please Print)

DATE: 12-9-94

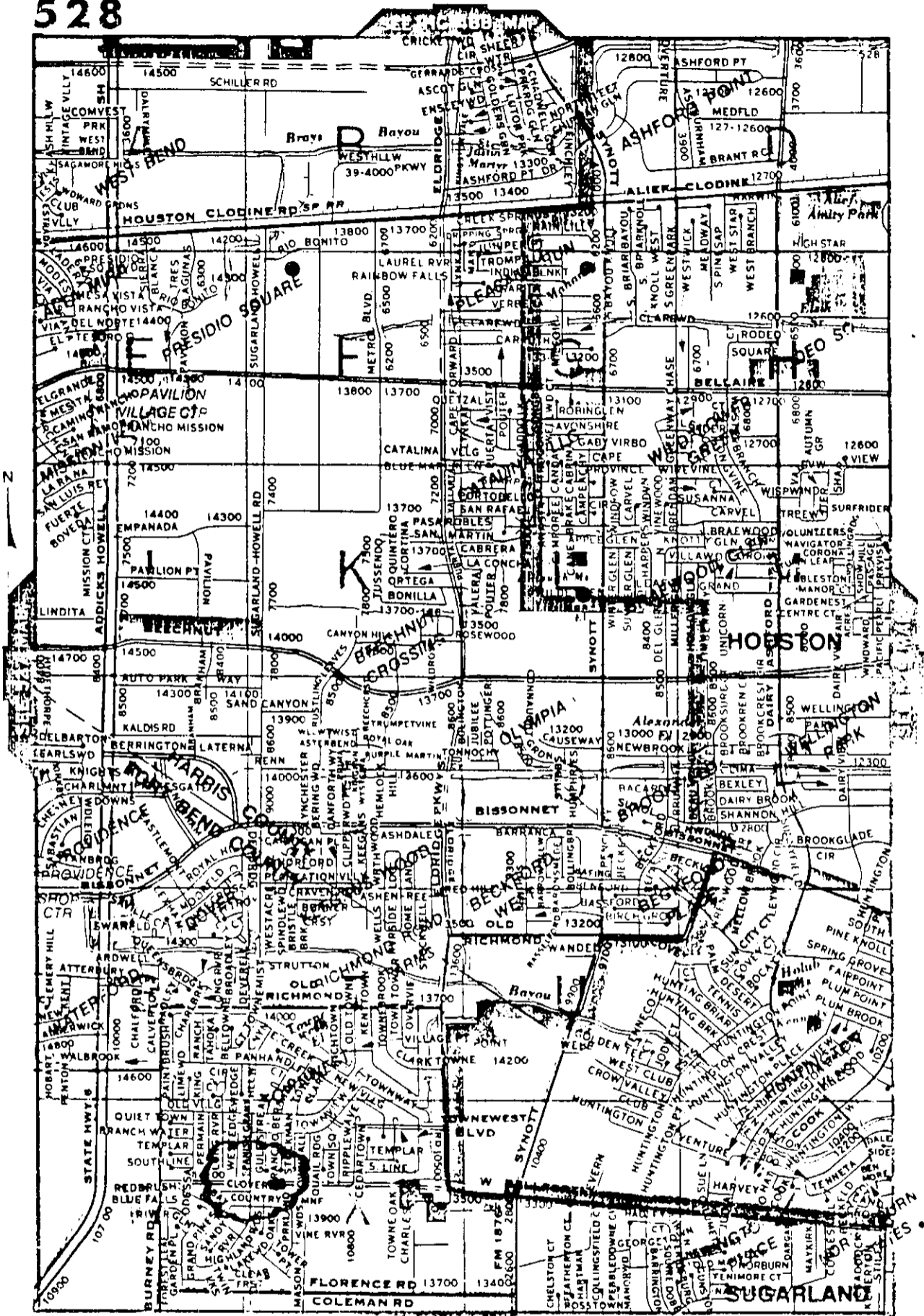
ADDRESS: 14803 Del Barton
 (Street/P.O. Box)

Houston, Texas. 77083

TELEPHONE NO: City (wk)498-4388 State (hm)879-9511 Zip
 (accessible 24 hrs/day, 7 days/week)

AS PER ORIGINAL

528



© KEY MAPS INC

SEE INDEX MAP

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20 day of DECEMBER, 19 94, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of WARNER CABLE COMMUNICATIONS, INC. Job Location OAKVIEW TRAIL, WEST AIRPORT BLVD, OAK LAKE PARK DR, & PEACHWOOD LAKE. Dated 11-1-94 Bond No. 19S1006439849142 Permit No. 81634 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 Statutes. 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.

Notes:

1. Evidence of review by the commissioners court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
 Fort Bend County Engineering
 P. O. Box 1449
 Rosenberg, Texas 77471-1449
 713/342-3039, EXT. 111

3. This permit expires one (1) year from date of permit if construction has not commenced.

By Louis Hood
 County Engineer

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

By _____
 Drainage District Engineer/Manager

Clerk of Commissioners Court
 By Sinda Munoz
 Deputy

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124-52 Blume Rd.
Phone: 342-3039

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 81634

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.

(1) Complete Application Form.

- a. Name of road, street and/or drainage ditch affected.
- b. Vicinity map showing course of direction.
- c. Plans and specifications.

(2) Bond: District Attorney, approval when applicable.

Perpetual bond currently posted.
No. 19S10064398491427
Amount 100,000.

Performance bond submitted.
No. _____
Amount _____

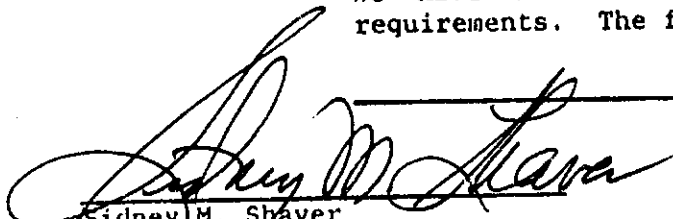
(3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct engineer acknowledgement Date _____

Precinct commissioner acknowledgement Date _____

(4) Drainage District approval when applicable.

We have reviewed this project and agree it meets minimum requirements. The following comments need to be addressed.



Sidney M. Shaver
Permit Administrator

12-12-94
Date

BOARD OF ENGINEERS, CONDUIT AND/OR POLE LINE ACTIVITY
 IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
 IN FORT BEND COUNTY

89 0740

AS PER ORIGINAL

APPLICANT'S JOB NO. E59005-EXT
 PERMIT NO. 081634 PCT. NO. 3
 BOND NO. 79510024398491427

Formal notice is hereby given that WARNER CABLE COMMUNICATIONS INC proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction
			Bored: Jacked: Driven: Cased
OAK LAKE PARK DR.	97' NORTH OF VINTAGE OAK LN.'S CENTER LINE	60'	✓ : : :
PEACHWOOD LAKE	154' SOUTH OF PEACHWOOD HOLLOW 'S CENTER LINE	50'	✓ : : :
			: : : :

Along Roads and/or Drainage Ditches

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

General Description

PROPOSED CATV COAXIAL CABLE UNDERGROUND CROSSING IN 2" - GIP . PAGE 1 OF 2 .

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering
 P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: WARNER CABLE COMMUNICATIONS INC.
 AGENT and/or OWNER

Douglas T. Pieri
 (Signature)

NAME & TITLE DOUGLAS PIERI
 (Please Print)

DATE: 12-1-94

ADDRESS: 5650 GUNN RD. SUITE #124
 (Street/P.O. Box)

HOUSTON TX 77040
 City State Zip

TELEPHONE NO: (713) 939-7070
 (accessible 24 hrs/day, 7 days/week)

IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
IN FORT BEND COUNTY

PAGE 2

APPLICANT'S JOB NO. E59005 - EXT
PERMIT NO. 81634 PCT. NO. 3
BOND NO. 19510064398491427

ORIGINAL

Formal notice is hereby given that WARNER CABLE COMMUNICATIONS INC. proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction
			Bored; Jacked; Driven; Cased
OAK VIEW TRIAL	140' WEST OF OAK LAKE PARK DR.'S CENTER LINE	50'	✓
WEST AIRPORT BLVD.	674' SOUTH OF OAK LAKE PARK DR.'S CENTER LINE	100'	✓

Along Roads and/or Drainage Ditches

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

General Description

PROPOSED CATV COAXIAL CABLE UNDERGROUND CROSSING
IN 2" - GIP . PAGE 2 OF 2 .

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering
P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: WARNER CABLE COMM. INC.
AGENT and/or OWNER

Douglas J. Pieri
(Signature)

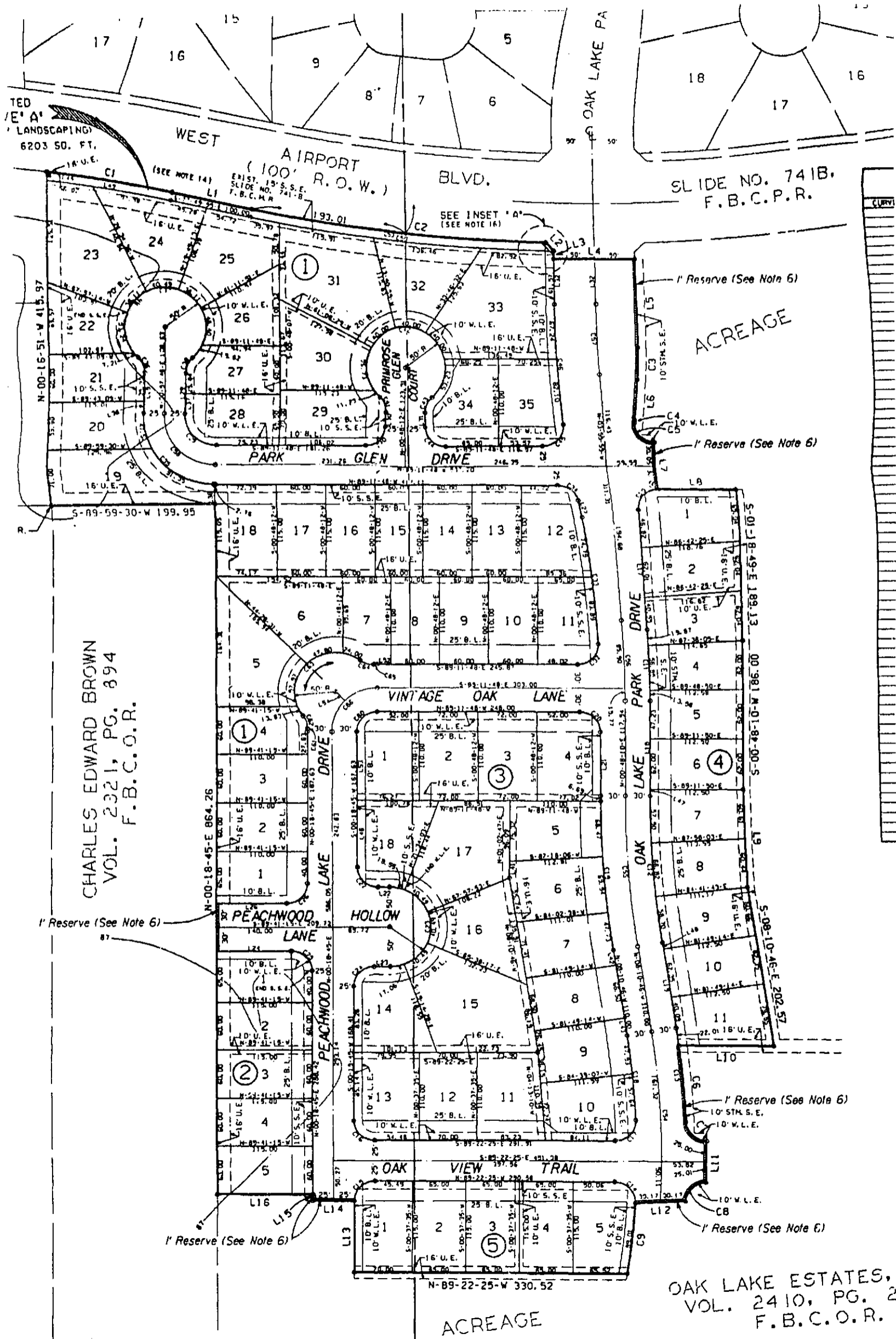
NAME & TITLE DOUGLAS PIERI
(Please Print)

DATE: 12/01/94

ADDRESS: 5650 GUHN RD. SUITE #124
(Street/P.O. Box)

HOUSTON TX 77040
City State Zip

TELEPHONE NO: (713) 939-7070
(accessible 24 hrs/day, 7 days/week)



TED
E' A'
LANDSCAPING
6203 SO. FT.

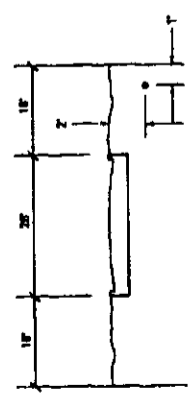
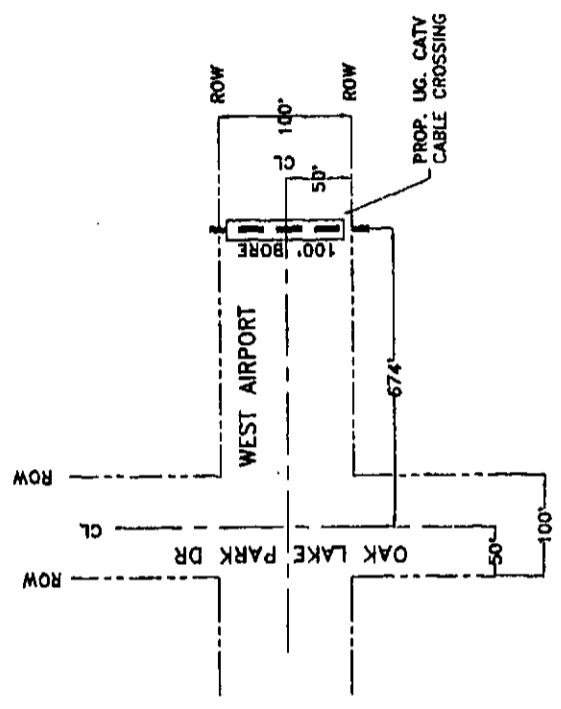
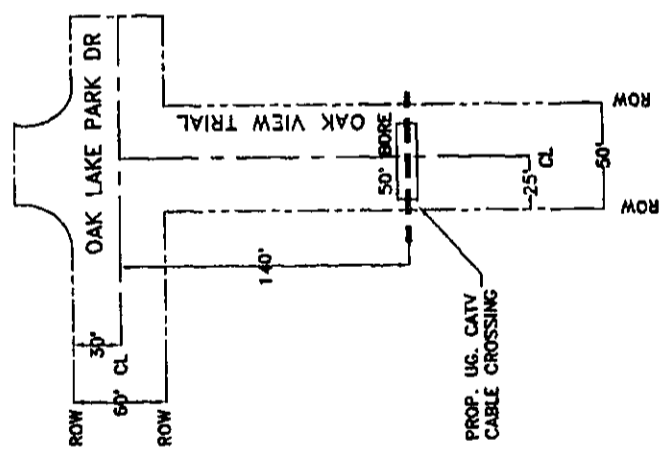
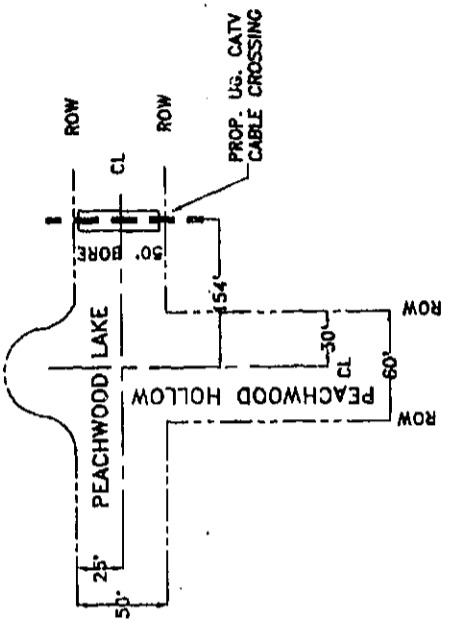
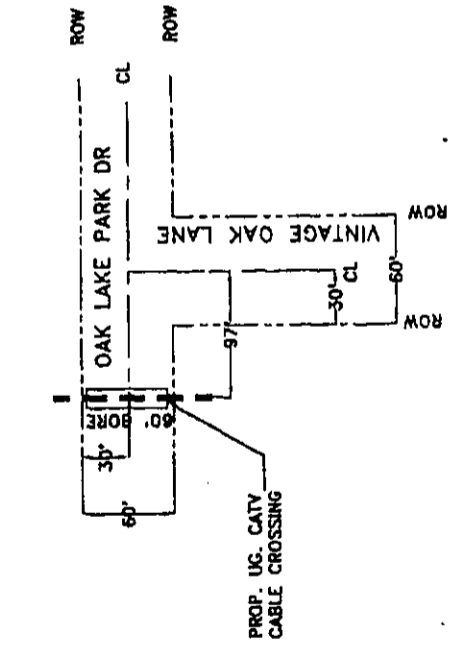
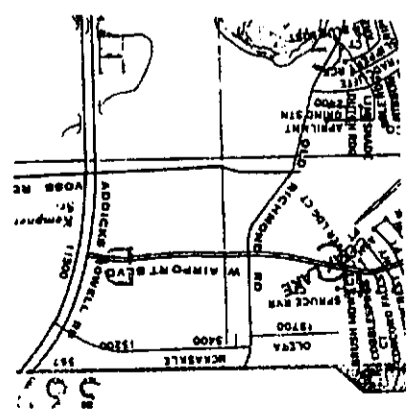
SLIDE NO. 741B,
F.B.C.P.R.

CHARLES EDWARD BROWN
VOL. 2321, PG. 894
F.B.C.O.R.

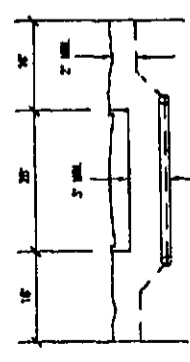
OAK LAKE ESTATES,
VOL. 2410, PG. 2
F.B.C.O.R.

ACREAGE

AS PER ORIGINAL



TYPICAL PARALLEL VIEW

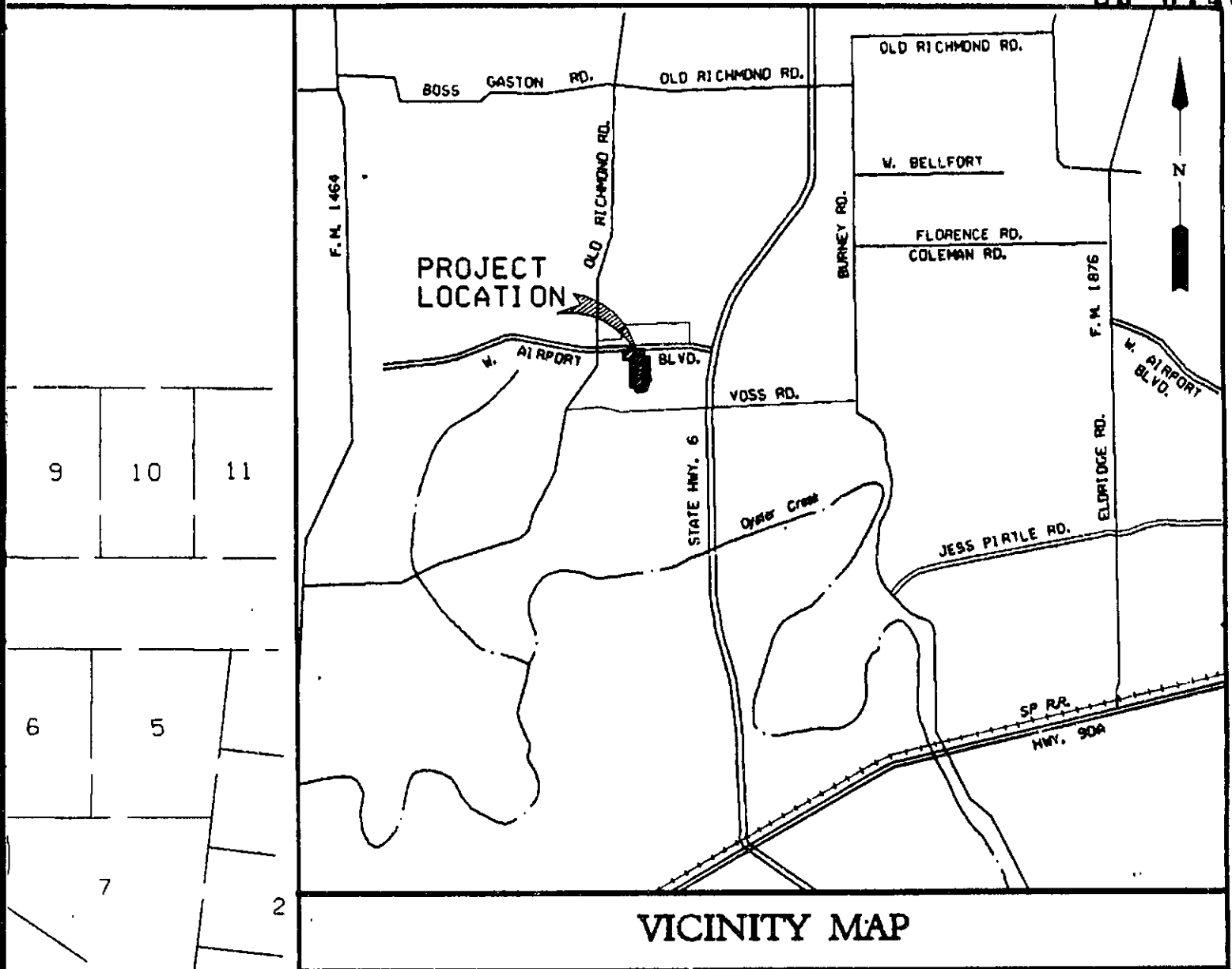


TYPICAL BORE VIEW

BORE WALLS, PLACE 4" STEEL CONDUIT

TITLE OAK LAKE ESTATES, SECT. 2	KEY MAP NO. 587D	CALL BEFORE YOU DIG TEXAS ONE CALL PARTICIPANTS REQUEST 48 HOURS NOTICE EITHER YOU ARE WELL OR BE LAST - STOP CALL Texas One Call Systems 1-800-246-4646	NOTES: 1 - NO MORE BORES OFFERED AT ONE TIME OR BE UNORDERED AND COMPLETED IN 10' LIFTS AT THE END OF EACH CALL (NO BORES LEFT OVER UNORDERED) 2 - ALL EXCESS EXCAVATION TO BE REGRADED FROM ROAD SURF TO 2" MIN AT END OF EACH DAY. 3 - BORES TO BE ORDERED AT END OF EACH DAY TO AVOID ACCUMULATED BORES. 4 - BORES MUST BE LEFT OPEN TO DRY AND UNCOVERED EACH TIME BEFORE PLACING SIGNALS. 5 - IT REMAINS NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVED, PAVED/UNPAVED, AND UNPAVED AREAS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT THE PAVED, PAVED/UNPAVED, AND UNPAVED AREAS FROM DAMAGE TO THE PAVED. 6 - CONSTRUCTION OF BORES WITH COMPLETION OF JOB SHALL BE AS NOTED OR SETTER WHEN THERE IS A CHANGE
JOB NO. E59005-EXT SCALE NTS REVISIONS BY / DATE T-T 11/29/94	WARNER CABLE 8400 W. Federal Houston, TX 77040 (713) 462-1900	JOB NO. E59005-EXT	GRD MAP NO. 4752A3 JOB NO. E59005-EXT

AS PER ORIGINAL



VICINITY MAP

SCALE: 1" = 4000'

OAK LAKE POINT DR.

ACREAGE

S STATE HIGHWAY NO. 6

TABLE

ARC	DELTA	CHORD BEARING
156.17	04° 35' 19"	S-80-07-35-E
364.17	10° 10' 42"	S-82-55-16-E
39.56	03° 46' 40"	S-02-12-05-W
3.23	00° 18' 31"	S-03-56-10-W
40.57	92° 58' 42"	S-42-42-27-E
94.92	05° 16' 49"	S-04-18-55-E
38.27	87° 41' 55"	S-45-31-28-E
37.90	86° 52' 06"	S-47-11-32-W
89.01	05° 15' 28"	S-06-45-07-W
41.04	94° 03' 13"	S-43-44-01-W
90.07	04° 05' 45"	S-01-14-42-E
183.42	08° 58' 56"	S-03-41-18-E
116.93	06° 30' 16"	S-04-55-38-E
40.80	93° 29' 48"	N-42-37-31-W
39.41	90° 18' 50"	S-45-28-10-W
39.13	89° 41' 10"	S-44-31-50-E
40.39	92° 34' 10"	N-44-20-30-E
105.58	06° 14' 11"	N-05-03-41-W

LINE TABLE

LINE	BEARING	DISTANCE
1	S-77-49-55-E	100.00
2	S-43-55-14-E	14.34
3	S-00-18-45-W	10.00
4	S-89-41-15-E	100.00
5	S-00-18-45-W	110.62
6	S-04-05-25-W	50.00
7	S-02-30-24-E	60.10
8	S-89-11-48-E	94.48
9	S-01-24-41-E	121.06
10	N-89-22-25-W	114.08
11	S-01-27-23-W	50.01
12	S-87-52-50-W	60.34
13	N-00-18-45-E	89.86
14	N-89-41-15-W	50.00
15	N-00-18-45-E	8.42
16	N-89-41-15-W	115.00
17	S-03-17-35-E	149.37
18	S-00-48-10-W	117.54



BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

County Attorney
FORT BEND COUNTY, TEXAS

89 0745 4317

AREA CODE 713
341-4555
FAX (713) 341-4557

December 19, 1994

The Honorable Roy L. Cordes, Jr.
County Judge
Fort Bend County, Texas

RE: Agreement with McBride-Ratcliff and Associates, Inc.

Dear Judge Cordes:

Enclosed are duplicate originals of the above referenced agreement for approval by the Court on the December 20, 1994 agenda.

Very truly yours,

A handwritten signature in cursive script that reads "Portia Poindexter".

Portia Poindexter
First Assistant County Attorney

xc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
Jess Hegemier, County Engineer

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING EXECUTION OF A SERVICE AGREEMENT
BETWEEN FORT BEND COUNTY AND
MCBRIDE-RATCLIFF AND ASSOCIATES, INC.**

On this the 20 day of December, 1994, the
Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner
Bressley, seconded by Commissioner D'Shields,
duly put and carried;

IT IS ORDERED that County Judge Roy L. Cordes, Jr., be and he is hereby authorized to
execute a Service Agreement between Fort Bend County and McBride-Ratcliff and Associates, Inc.
to resample MW-1A, MW-2A, MW-3, MW-4, MW-5, MW-6A, MW-6B, PZ-15, PZ-16, PZ-17
and PZ-18 and analyze all samples for Volatile Organic Compounds (VOCs). Said Agreement being
incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between McBride-Ratcliff and Associates, Inc., (hereinafter, "MRA"), and Fort Bend County, Texas, a body corporate and politic, acting herein by and through its Commissioners' Court, (hereinafter, "County")

WITNESSETH:

THAT WHEREAS, the County desires to engage the services of MRA to collect ground water samples and measure ground water levels in monitoring wells at the Fort Bend County Landfill, and to prepare certain reports and compile certain data for submission to the Texas Natural Resources Commission; and,

WHEREAS, MRA desires to provide said services to the County;

NOW THEREFORE, in consideration of the representations and mutual promises herein contained, the County and MRA agree as follows:

**I.
SCOPE OF WORK**

1.01 MRA shall provide those services enumerated in "Proposal for Groundwater sampling of wells and piezometers"; Proposal No. 94-P725R dated December 9, 1994, Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

**II.
TERM AND TERMINATION**

2.01 The term of this Agreement shall be for six (6) months from the effective date hereof, or until satisfactory completion of the work described in Exhibit "A", whichever occurs first.

2.02 This Agreement may be terminated at any time by the County by giving MRA written notice not less than seven (7) days prior to termination.

2.03 The receipt by MRA of a fully executed original copy of this Agreement shall be MRA's notice to proceed.

III.
PAYMENT

3.01 The County shall pay **MRA ELEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$11,500.00)** as full payment for **MRA's** services hereunder. **MRA** shall bill the County monthly for services provided during the previous month. The County shall pay all approved invoices within thirty (30) days of receipt.

3.02 The fee provided for in this section shall constitute the entire payment obligation of the County under this Agreement. No additional fees, expenses, costs or other charges shall be owed by the County to **MRA** for its performance of the services hereunder, without the prior, written authorization of the Fort Bend County Commissioners' Court.

3.03 Should this Agreement terminate pursuant to §2.02, above, **MRA** shall submit to the County a final invoice in an amount which accurately reflects the pro rata value of the services provided by **MRA** prior to termination.

IV.
INDEMNIFICATION AND INSURANCE

4.01 **MRA** will indemnify, hold harmless, defend and exempt the County its officers, agents, servants, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incident to the performance of this Agreement arising directly or indirectly out of the negligent acts, errors or omissions of **MRA**, its officers, agents, servants, subcontractors or employees; provided, however, that **MRA** shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act of the County, its officers, agents, servants or employees.

4.02 **MRA's** duty to defend, indemnify and hold the County harmless shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed to by the County in writing. The provisions of this section shall survive the termination of this Agreement.

4.03 In this regard, **MRA** shall timely report all such matters to the County upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment and shall, not later than the fifteenth (15th) day of each month, provide the County with a written report on each such

matter covered by this paragraph and setting forth the status of each matter, the scheduled or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by MRA in the defense of each matter.

4.04 The County shall timely forward to MRA copies of any and all claims, demands, suits, actions, proceedings, judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with MRA in its defense of each such matter.

4.05 In the event of a dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of the negligent acts, errors or omissions of MRA, MRA shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien, or judgment until and unless there is a determination by a court of competent jurisdiction that MRA's negligent acts, errors or omissions are not at issue in the matter.

4.06 In the event that any such matter being so defended by MRA also involves any claim of negligence or wrongful action by the County, the County, at the County's expense, shall have the right, but not the obligation, to participate in the defense of the matter through separate counsel.

4.07 MRA shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.

4.08 In the event of any final judicial determination or award of any matter covered by this Article IV, the County shall be responsible to third parties (i) pro rata for the County's share of any damages arising if both the County and MRA are found negligent, and (ii) for any damages arising from negligence determined to have been caused solely by the County; provided, however, MRA shall indemnify, defend, and hold the County harmless from any claims or causes of action which assert that the County acted negligently in awarding this Contract to MRA.

4.09 MRA shall provide the County with proof of insurance with carriers and in amounts satisfactory to the County. In this regard, MRA agrees to provide the County's Risk Management Department with any documentation necessary to evidence coverage for this project prior to commencement of work hereunder.

V.
INDEPENDENT CONTRACTOR

5.01 In the performance of work or services hereunder, **MRA** shall be deemed an independent contractor, and any of its employees, agents, associates or servants, performing work required hereunder shall be deemed solely as employees, agents, associates or servants of **MRA** or, where permitted, of its subcontractors.

5.02 **MRA** and its employees, agents, associates or servants, shall not, by performing work pursuant to this contract, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

VI.
MISCELLANEOUS

6.01 Venue and jurisdiction of any suit, or cause of action which may arise out of, under or in connection with this Agreement shall lie exclusively in Fort Bend County, Texas.

6.02 Any and all notices or communications required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To County: Fort Bend County
Attn: County Judge
P. O. Box 368
Richmond, Texas 77469
Fax No. (713) 341-8609

To MRA: McBride-Ratcliff and Associates, Inc.
13105 Northwest Freeway, Suite 200
Houston, Texas 77040-6698
Fax No. (713) 329-4914

6.03 This Agreement and the attached exhibits constitute the entire agreement of the parties with respect to the matters described herein, and no oral statements or prior written matter not specifically incorporated herein shall be of any force or effect. This Agreement may not be amended except by a subsequent written instrument signed by both of the parties.

6.04 No assignment of this Agreement or any right existing under this Agreement shall be made in whole or in part by **MRA** without the express written consent of the County; in the

event of any assignment, the assignee shall assume the liabilities and responsibilities of the assignor, in writing, prior to the assignment.

6.05 This Agreement shall be construed, interpreted and adjudicated under the laws of the State of Texas and, when appropriate, the laws of the United States.

6.06 MRA shall comply with all applicable laws, ordinances, orders, resolutions and codes of the United States, the State of Texas and of any local government or administrative agency with local jurisdiction.

6.07 MRA agrees that its books and records, insofar as they pertain to work done pursuant to this Agreement, shall at all reasonable hours be subject to audit and inspection at the MRA's office by the County for three (3) years from the termination of this Agreement.

6.08 The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

**VII.
CONFIDENTIALITY**

7.01 MRA hereby agrees to hold and keep all data and information pertaining to the County and pertaining to this Agreement in the strictest confidence and will use such data and information solely for the purpose of performing the services required under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below. This Agreement is effective on the date of the last signature hereto.

FORT BEND COUNTY

By: Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge

Date: 12-20-94

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

MCBRIDE-RATCLIFF & ASSOCIATES, INC.

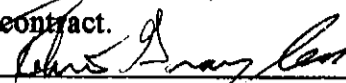
By: J. R. Ratcliff

Date: 12/13/94

AUDITOR'S CERTIFICATE

AS PER ORIGINAL

I hereby certify that funds are available in the amount of \$11,500.00 to pay the obligation of Fort Bend County under and within the foregoing contract.



Robert Grayless, Auditor

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE YEAR 1994

On this the 20 day of Dec, 1994 at a Regular Session of the Commissioners Court with the following present:

County Judge

[Signature: Roy Cook]

Commissioner, Precinct 1

[Signature: Bob D'Shields]

Commissioner, Precinct 2

[Signature: Gady Lester]

Commissioner, Precinct 3

[Signature: Alan B. ...]

Commissioner, Precinct 4

[Signature: ...]

Now, therefore, be it resolved upon the motion of Commissioner [Signature: ...] seconded by Commissioner [Signature: D'Shields], duly put and carried, it is ordered that the bills be approved as presented by Robert Grayless, County Auditor.

***** APPROVED *****

[Signature: Robert Grayless] County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____



R. DIANNE MCWETHY
DIRECTOR OF ADMINISTRATIVE SERVICES
FORT BEND COUNTY
(713) 341-8670

MEMORANDUM

TO: Roy L. Cordes, Jr., County Judge
Commissioners Court

FROM: Dianne McWethy, Director of Administrative Services *Dianne*

SUBJECT: Executive Session - Administrative Services Department

DATE: December 20, 1994

The Executive Session for the Administrative Services Department item will be presented to Commissioners Court in the future, therefore, I request that no action be taken on this item by the Court.

Thank you for your assistance with this request.

46. MEET IN WORKSHOP SESSION TO DISCUSS THE FOLLOWING:(1) M.I.S.:

Mary Shemanski, M.I.S. Director, addressed the invoice from Oracle Corp.

(2) PLANNING:

Postpone.

RECESS:

Recessed at 11:35 a.m. on Tuesday, December 20, 1994 until 11:00 a.m. on Thursday, December 22 in County Judge's conference room, 7th floor, William B. Travis Bldg.

RECONVENE:

Reconvened Commissioners Court at 11:00 a.m. on THURSDAY, DECEMBER 22, 1994 in the County Judge's conference room, 7th floor, William B. Travis Bldg.

Commissioner Pressley absent.

1. Call to Order.
2. CONSIDER TAKING ACTION ON REQUEST FOR PROPOSALS ON PROPERTY, AUTO LIABILITY, GENERAL LIABILITY, LAW ENFORCEMENT LIABILITY, PUBLIC OFFICIALS' LIABILITY AND WORKERS' COMPENSATION:

Moved by Commissioner Lutts, Seconded by Commissioner Prestage, it is ordered to reject proposals and re-advertise for proposals on property, auto liability, general liability, law enforcement liability, public officials' liability and workers' compensation. The current insurance coverage will be extended through January as presented by Kathleen Miller.

3. CONSIDER APPROVING RISK MANAGEMENT CONTRACT WITH KATHLEEN MILLER:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve risk management contract with Kathleen Miller.

RECESS:

Recessed at 11:20 a.m.

CLOSED SESSION:

Convened at 11:20 a.m.
Adjourned at 12:00 p.m.

RECONVENE:

Reconvened at 12:00 p.m.

45. MEET IN CLOSED SESSION TO DISCUSS THE FOLLOWING:(2) PERSONNEL MATTERS (D. DEPARTMENT HEADS):

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Lutts voting no, it is ordered to appoint Dr. Jean Nelson Galloway as Fort Bend County Health Director at a salary of \$85,000 plus \$5,000 car allowance subject to background investigation.

Commissioner Lutts requested record to reflect he is opposed to the cost not the applicant.



BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

County Attorney
FORT BEND COUNTY, TEXAS

AS PER ORIGINAL

89 0756

12-22-94 C.C. 13

AREA CODE 713
341-4555
FAX (713) 341-4557

December 20, 1994

The Honorable Roy L. Cordes, Jr.
County Judge
Fort Bend County, Texas

RE: Renewal Agreement for Risk Management/Insurance Counselor
Consulting Services

Dear Judge Cordes:

This office has prepared the renewal of Kathleen Miller's Consulting Agreement of December 21, 1993. The renewal extends the terms of the 1993 agreement for one year.

Very truly yours,

A handwritten signature in cursive script that reads "Portia Poindexter".

Portia Poindexter
First Assistant County Attorney

/lj:cover.let:2872

xc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
Kathleen Miller

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE RENEWAL AGREEMENT FOR RISK MANAGEMENT/INSURANCE CONSULTING SERVICES

On this the 22 day of December 1994, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner D. Shields, seconded by Commissioner Latta, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Consulting Services Agreement with Kathleen H. Miller, C.I.C. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS §

COUNTY OF FORT BEND §

**RENEWAL OF AGREEMENT FOR RISK MANAGEMENT/INSURANCE
COUNSELOR CONSULTING SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter referred to as "County"), a body corporate and politic, acting herein by and through Commissioners' Court, duly authorized and empowered, and Kathleen H. Miller, CIC (hereinafter referred to as "Counselor")

WHEREAS, the Agreement for Risk Management/Insurance Counselor Consulting Services (Exhibit "A") was executed by and between the parties on December 21, 1993, for a term of one year beginning January 1, 1994 and terminating December 31, 1994; and,

WHEREAS, the parties hereto desire to renew and extend the current agreement for one additional year; and,

WHEREAS, it is the desire of the parties hereto by the execution of this document to renew and extend the current agreement between Fort Bend County and Kathleen h. Miller for a period ending December 31, 1995.

NOW, THEREFORE, IT IS ORDERED that the attached Agreement (Exhibit "A") is incorporated herein and made a part hereof for all purposes and is in full force and effect. It is further **ORDERED** and agreed between the parties that in addition to the terms in the said Agreement, the following is added and incorporated in said Agreement:

3.01 The term of this Agreement shall commence on January 1, 1995 and shall terminate on December 31, 1995.

SIGNED this 22 day of December, 1994.

FORT BEND COUNTY

By:

Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge

Date:

12-22-94

ATTEST

Dianne Wilson
Dianne Wilson, County Clerk

KATHLEEN H. MILLER, C.I.C.

By:

Kathleen H. Miller

Date:

12-22-94

AUDITOR'S CERTIFICATE

I hereby certify that funds not exceeding \$48,000.00 are available to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless
Robert Grayless, Auditor

79 1403 #18
89 0760

STATE OF TEXAS §

COUNTY OF FORT BEND §

**AGREEMENT FOR RISK MANAGEMENT/INSURANCE
COUNSELOR CONSULTING SERVICES**

This Agreement is made and entered into by and between FORT BEND COUNTY (hereinafter referred to as "COUNTY"), a body corporate and politic, acting herein by and through its Commissioners' Court, duly authorized and empowered, and KATHLEEN H. MILLER, CIC (hereinafter referred to as "COUNSELOR").

WHEREAS, the COUNTY desires to retain the COUNSELOR to oversee its insurance program, to manage implementation of its Loss Control/Safety program, and to act as Risk Manager under the direction of the Fort Bend County Commissioners' Court until such time as the County hires a staff Risk Manager, or until this Agreement terminates per Art. III, below; and,

WHEREAS, the COUNTY has determined that this agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code; and,

WHEREAS, the COUNSELOR desires to assist the COUNTY in matters relating to Risk Management/Loss Control, and Insurance Management; and,

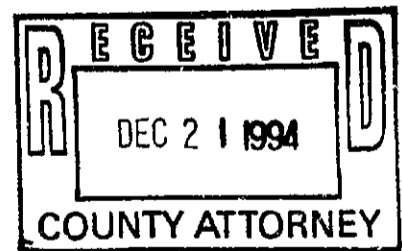
NOW THEREFORE, in consideration of the mutual promises and representations herein contain, the COUNTY and the COUNSELOR agree as follows:

**ARTICLE I
EMPLOYMENT OF COUNSELOR**

1.01 COUNTY hereby engages the COUNSELOR to act as Consultant for Fort Bend County, Texas.

1

Exhibit "A"



79 1404

89 0761

ARTICLE II
SCOPE OF WORK

- 2.01** **Oversee the management of the County's Risk Management Insurance Division.**
- A. Participate in long range planning.
 - B. Set up monitoring, documentation, reporting and record keeping system.
 - C. Coordinate and provide training of staff in house.
 - D. Produce procedures manual.
 - E. Coordinate and oversee contracts for all Service Providers.
 - F. Organize and conduct employee workshops and meetings.
 - G. Coordinate activities of department with staff providing leadership and assistance.
- 2.02** **Assist in the implementation and monitoring of the County's Loss Control Program.**
- A. Assist in the design and implementation of individualized programs under the direction of each elected or appointed official and/or their designee.
 - B. Co-chair Safety Team meetings and projects.
 - C. Coordinate professional services of Anco, Crawford & Company and the Texas Association of Counties to assure full utilization of services and resources.
 - D. Monitor, evaluate and report activities and results to each official and/or their designee.
 - E. Coordinate desired assistance in problem areas identified.
 - F. Summarize activities and results and report to Commissioners' Court regularly.

2.03 Insurance/Risk Management

- A. Complete asset evaluations and assist in implementation of monthly reporting system to identify additions, changes or deletions.
- B. Monitor the claims administrators contracts and report summarized claims results to Commissioners' Court regularly.
- C. Report financial standing of program to Commissioners' Court regularly.
- D. Oversee contracts and claims with Texas Association of Counties in the areas of Law Enforcement Liability, Public Officials Liability, Automobile Liability and General Liability.
- E. Oversee Property and Workers Compensation contracts with CCC/ANCO.
- F. Oversee Employee Benefits Contract with NHA.
- G. Provide expense information for budget purposes.
- H. Evaluate pulse of industry, negotiate renewal coverage and costs and issue R.F.P.'S if desired by the Commissioners' Court.
- I. Troubleshooting, evaluating future prospects of self-insuring other areas of liability or other related duties deemed appropriate.

**ARTICLE III
PERFORMANCE PERIOD**

3.01 The term of this Agreement shall commence on **January 1, 1994** and shall terminate on **December 31, 1994**.

3.02 Notwithstanding the foregoing, the County shall have the right to terminate this Agreement at any time upon sixty (60) days written notice.

**ARTICLE IV
COMPENSATION**

4.01 As full compensation and consideration to be paid by the County to the **Counselor** for satisfactory performance of her obligations hereunder, the

County agrees to and shall pay to the Counselor the fee of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per hour for work performed by the Counselor for the benefit of the County pursuant to the terms of this Agreement.

4.02 The fee provided for in 4.01, above, shall be the Counselor's full compensation for her services, including any expenses incurred by her in the performance of her duties hereunder. No other fee or reimbursement shall be paid by the County for work performed hereunder.

4.03 The parties expressly agree that in no event shall the County be liable or obligated to pay the Counselor for more than 480 hours of service in 1994, which number shall provide an absolute limit on the County's duty to pay the Counselor for her services in 1994 pursuant to this Agreement.

4.04 The Counselor shall submit an itemized invoice to the County at the conclusion of each month during which work was performed pursuant to this Agreement. The County shall review said invoices and pay the Counselor within ten (10) days of receipt of same for all approved charges.

ARTICLE V
INDEPENDENT CONTRACTOR

5.01 In the performance of work or services hereunder, the Counselor shall be deemed an independent contractor, and any of her employees, agents, associates or servants, performing work required hereunder (if any) shall be deemed solely as employees, agents, associates or servants of the Counselor or, where permitted, of her subcontractors.

5.02 The Counselor and her employees, agents, associates or servants, (if any) shall not, by performing work pursuant to this contract, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

ARTICLE VI
INDEMNIFICATION

6.01 The Counselor will indemnify, hold harmless, defend and exempt the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incident to the performance of this Agreement and arising directly or indirectly out of the acts, errors or omissions of the Counselor, her officers, agents, servants, subcontractors or employees, (if any) provided, however, that the Counselor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants or employees.

6.02 The Counselor's duty to defend, indemnify and hold the County harmless shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed to by the County in writing. The provisions of this section shall survive the termination of the Agreement.

ARTICLE VII
INSURANCE

7.01 The Counselor shall, promptly, upon execution of this Agreement, provide the County with an original Certificate of Insurance issued by a company acceptable to the County and authorized to conduct an insurance business in the State of Texas. Said certificate shall evidence a policy limit of \$1,000,000.00 of Professional Liability Insurance covering the Counselor's acts, errors and omissions.

ARTICLE VIII
MISCELLANEOUS

8.01 Venue and jurisdiction of any suit, or cause of action which may

arise out of, under or in connection with this Agreement shall lie exclusively in Fort Bend County, Texas.

8.02 Any and all notices or communications required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by facsimile with verification as follows:

To COUNTY: Fort Bend County
Attn: County Judge
P.O. Box 368
Richmond, Texas 77469
Fax No. (713) 341-8609

To COUNSELOR: Kathleen H. Miller, CIC
9442 Indian Creek
San Angelo, Texas 76901
Fax No. (915) 465-4601

8.03 This Agreement constitutes the entire agreement of the parties with respect to the matters described herein, and no oral statements or prior written matter not specifically incorporated herein shall be of any force or effect. This Agreement may not be amended except by written instrument signed by all of the parties.

8.04 No assignment of this Agreement or any right existing under this Agreement shall be made in whole or in part by the Counselor without the express written consent of the County; in the event of any assignment, the assignee shall assume the liabilities and responsibilities of the assignor, in writing, prior to the assignment.

8.05 This Agreement shall be construed, interpreted and adjudicated under the laws of the State of Texas and, when appropriate, the laws of the United States.

8.06 The Counselor shall comply with all applicable laws, ordinances, orders, resolutions and codes of the United States, the State of Texas and of

any local government or administrative agency with local jurisdiction.

8.07 The Counselor agrees that, for the term of this Agreement, its books and records, insofar as they pertain to work done pursuant to this Agreement shall at all reasonable hours be subject to audit and inspection at the Counselor's office by the County and thereafter for three (3) years from the termination of this Agreement.

8.08 The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

8.09 Any amendments of this Contract shall be of no effect unless in writing and signed by both parties hereto.

**ARTICLE IX
CONFIDENTIALITY**

9.01 The Counselor hereby agrees to hold and keep all data and information pertaining to the County, County employees and the County's insurance and risk management activities in the strictest confidence and will use such data and information solely for the purpose of performing the activities and duties provided for in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, but effective the 1st day of January, 1994.

FORT BEND COUNTY, TEXAS

By: Roy L. Cordes, Jr.
Roy L. Cordes, Jr., County Judge

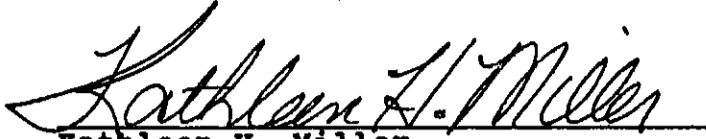
Date: 12-21-93

ATTEST
Dianne Wilson
Dianne Wilson, County Clerk

79 1410


89 0767

KATHLEEN H. MILLER, CIC



Kathleen H. Miller
Licensed Risk Manager
Certified Insurance Counselor

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


Robert Grayless, Auditor

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN FORT BEND COUNTY AND KATHLEEN H. MILLER, CIC**

On this the 21 day of December,
1993, the Commissioners Court of Fort Bend County, Texas,
upon motion of Commissioner Pressley,
seconded by Commissioner O'Shields, duly
put and carried;

IT IS ORDERED that County Judge Roy L. Cordes, Jr.,
be and he is hereby authorized to execute an Agreement
between Fort Bend County and Kathleen H. Miller, CIC for
Risk Management/Insurance Consulting Services. Said
Agreement being incorporated herein by reference for all
purposes as though fully set forth herein word for word.

47. ADJOURNMENT:

Commissioners Court adjourned at 12:05 p.m. on Thursday, December 22, 1994.

FORT BEND PARKWAY ROAD DISTRICT

BE IT REMEMBERED, That on this 20TH DAY of DECEMBER, 1994 Commissioners Court of Fort Bend County, Texas, sitting as the governing body of the Fort Bend Parkway Road District, met with the following present:

ROY L. CORDES, JR.	COUNTY JUDGE
R.L. "BUD" O'SHIELES	COMMISSIONER PRECINCT #1
GRADY PRESTAGE	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
DIANNE WILSON	COUNTY CLERK

Commissioner Lutts absent.

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

1. CONSIDER AND APPROVE PAYMENT OF BILLS AND INVOICES FOR FORT BEND PARKWAY ASSOCIATION ("ASSOCIATION") AND THE DISTRICT:

Moved by Commissioner Prestage, Seconded by Commissioner Pressley, duly put and carried, with Commissioner O'Shieles abstaining, it is ordered to approve payment of bills and invoices for Fort Bend Parkway Association ("Association") and the District.

Fort Bend Parkway Association

Vinson & Elkins	\$ 1,700.12
Vinson & Elkins	11,458.99
Vinson & Elkins	3,114.19
Vinson & Elkins	2,029.52

Fort Bend Parkway Road District

Rust Lichliter/Jameson \$67,326.42

2. RECEIVE STATUS REPORT OF FORT BEND PARKWAY ASSOCIATION AND THE DISTRICT:

Glenn Laird & Robert Randolph, representing the District, presented a status report.

3. ADJOURNMENT:

The Fort Bend Parkway Road District adjourned at 10:49 a.m.

89 0771
AGENDA ITEM #1/KW

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE., N.W.
WASHINGTON, D.C. 20004-1008
TELEPHONE (202) 639-6500
FAX (202) 639-6604

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2975
TELEPHONE (214) 220-7700
FAX (214) 220-7716

2300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760

TELEPHONE (713) 758-2222
FAX (713) 758-2346

ONE AMERICAN CENTER
800 CONGRESS AVENUE
AUSTIN, TEXAS 78701-3200
TELEPHONE (512) 495-8400
FAX (512) 495-8612

16 ALEXEY TOLSTOY STREET
SECOND FLOOR
MOSCOW 103001, RUSSIAN FEDERATION
TELEPHONE 011 (70-95) 956-1985
SATELLITE FAX (713) 758-4952
FAX 011 (70-95) 956-1986

WRITER'S DIRECT DIAL

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 (44-71) 491-7236
FAX 011 (44-71) 499-5320

(713) 758-2360

December 12, 1994

The Honorable Roy Cordes
Fort Bend County Judge
P. O. Box 368
Richmond, TX 77469

Re: Invoices for Fort Bend Parkway Association and Fort Bend Parkway Road District

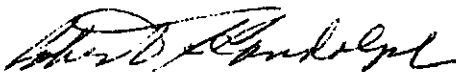
Dear Judge Cordes:

Enclosed are invoices which need to be approved by the Fort Bend Parkway Road District at its next meeting and then presented to Kathy Hynson for payment. As you can see, these invoices have been approved for payment by the County Engineer or County Attorney and the Association. An approval form for the District is attached for your convenience.

If you have any questions, please give me a call.

Very truly yours,

VINSON & ELKINS L.L.P.



Robert R. Randolph

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Enclosures

cc: Ms. Kathy Hynson
Fort Bend County Treasurer

Fort Bend Parkway Road District

Ms. Kathy Hynson
 Fort Bend County Treasurer
 P. O. Box 368
 Richmond, Texas 77469

Dear Ms. Hynson:

Attached are copies of the following invoices which should be paid with reference to the Fort Bend Parkway Association and the Fort Bend Parkway Road District:

Invoice for Services to Fort Bend Parkway Association:

<u>Provider</u>	<u>Inv. # or Date</u>	<u>Amount</u>
Vinson & Elkins L.L.P.	917674	\$1,700.12
Vinson & Elkins L.L.P.	966190	11,458.99
Vinson & Elkins L.L.P.	1007873	3,114.19
Vinson & Elkins L.L.P.	1039210	2,029.52

Invoice for Services to Fort Bend Parkway Road District:

<u>Provider</u>	<u>Inv. # or Date</u>	<u>Amount</u>
Rust Lichliter/Jameson	13	\$67,326.42

Please pay these invoices in your usual manner.

Very truly yours,

 Judge Roy Cordes

Date: _____

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Enclosures

89 0773

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE., N.W.
WASHINGTON, D.C. 20004-1008
TELEPHONE (202) 638-6800
FAX (202) 638-6804

18 ALEXEY TOLSTOY STREET
SECOND FLOOR
MOSCOW 103001, RUSSIAN FEDERATION
TELEPHONE 011 (70-95) 956-1896
SATELLITE FAX 7131 758-4952
FAX 011 (70-95) 956-1896

2300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
TELEPHONE (713) 758-2222
FAX (713) 758-2346

WRITER'S DIRECT DIAL

(713) 758-2380

December 8, 1994

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2876
TELEPHONE (214) 220-7700
FAX (214) 220-7710

ONE AMERICAN CENTER
800 CONGRESS AVENUE
AUSTIN, TEXAS 78701-3200
TELEPHONE (512) 495-8400
FAX (512) 495-8812

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 (44-71) 491-7236
FAX 011 (44-71) 499-5320

BY FAX

Mr. Bud Childers
Fort Bend County Attorney
309 S. 4th Street, Room 621
Richmond, TX 77469

Dear Bud:

Enclosed for your review are invoices for services rendered to the Fort Bend Parkway Association ("Association") which have been approved by three board members of Association.

After you have reviewed the invoices, please indicate your approval by signing the attached approval form and giving it to Norma Landry in Judge Cordes' office so she will have it for the District meeting which will be held immediately after the Commissioners Court meeting on Tuesday, December 13. We will deliver the complete package (except for your approval form) to Norma on Friday, December 9.

If you have any questions, please give me a call.

Very truly yours,

VINSON & ELKINS L.L.P.



Robert R. Randolph

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Enclosures

Robert R. Randolph

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Enclosures

** TOTAL PAGE.002 **

89 0775

APPROVAL FOR PAYMENT OF INVOICES

Fort Bend Parkway Road District
P. O. Box 368
Richmond, Texas 77469

ATTN: The Honorable Roy Cordes, Fort Bend County Judge

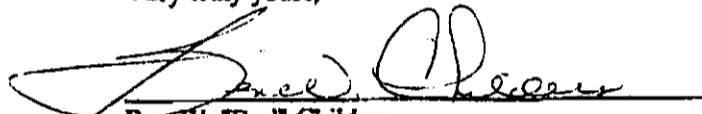
Gentlemen:

I have reviewed the invoices for services rendered to the Fort Bend Parkway Association which are listed below and recommend them for payment:

Invoice for Services to Fort Bend Parkway Association:

<u>Provider</u>	<u>Inv. # or Date</u>	<u>Amount</u>
Vinson & Elkins L.L.P.	917674	\$1,700.12
Vinson & Elkins L.L.P.	966190	11,458.99
Vinson & Elkins L.L.P.	1007873	3,114.19
Vinson & Elkins L.L.P.	1039210	2,029.52

Very truly yours,


 Ben W. "Bud" Childers
 Fort Bend County Attorney
 Date: Dec 12, 1994

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Enclosures

Fort Bend Parkway Association

Fort Bend Parkway Road District
 P. O. Box 368
 Richmond, Texas 77469

ATTN: The Honorable Roy Cordes, Fort Bend County Judge

Gentlemen:

The Fort Bend Parkway Association has reviewed the invoices listed below and, subject to the approval of the Fort Bend County Engineer and/or Fort Bend County Attorney, recommends them for payment:

Invoice for Services to Fort Bend Parkway Association:

<u>Provider</u>	<u>Inv. # or Date</u>	<u>Amount</u>
Vinson & Elkins L.L.P.	917674	\$1,700.12
Vinson & Elkins L.L.P.	966190	11,458.99
Vinson & Elkins L.L.P.	1007873	3,114.19
Vinson & Elkins L.L.P.	1039210	2,029.52

Copies of the invoices are attached.

Very truly yours,



 Clyde Jacks, President

Date: 12/12/95

 Carl Stephens, Director

Date: _____

 Charles Rencher, Director

Date: _____

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Enclosures

DEC 9 '94 13:56 FROM VE LLP HOUSTON

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89 0777

Fort Bend Parkway Association

AS PER ORIGINAL

Fort Bend Parkway Road District
P. O. Box 368
Richmond, Texas 77469

ATTN: The Honorable Roy Cordes, Fort Bend County Judge

Gentlemen:

The Fort Bend Parkway Association has reviewed the invoices listed below and, subject to the approval of the Fort Bend County Engineer and/or Fort Bend County Attorney, recommends them for payment:

Invoice for Services to Fort Bend Parkway Association:

<u>Provider</u>	<u>Inv. # or Date</u>	<u>Amount</u>
Vinson & Elkins L.L.P.	917674	\$1,700.12
Vinson & Elkins L.L.P.	966190	11,458.99
Vinson & Elkins L.L.P.	1007873	3,114.19
Vinson & Elkins L.L.P.	1039210	2,029.52

Copies of the invoices are attached.

Very truly yours,

Clyde Jacks, President
Date: _____

[Signature]

Carl Stephens, Director
Date: 12/12/94

Charles Rencher, Director
Date: _____

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Enclosures

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

89 0778

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW
I R S NO 74-1183015

AS PER ORIGINAL

December 31, 1993

Page: /

Account
Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 917674

Re: GENERAL

Fees for services rendered through December 31, 1993

	Hours
11/18/93 Robert R Randolph TRAVEL TO AND FROM MEETING; ATTEND FORT BEND PARKWAY BOARD OF DIRECTORS MEETING.	2.00
10/04/93 Cristen L Cline OFFICE CONFERENCE WITH ROBERT RANDOLPH REGARDING ATTENDING MEETING AND AGENDA ITEMS; DRAFT AND REVISE RESOLUTIONS FOR PAYMENT OF BILLS AND PREPARE FOR MEETING.	.50
10/05/93 TRAVEL TO AND ATTEND BOARD OF DIRECTORS MEETING AND FOLLOW UP WITH ROBERT RANDOLPH.	2.75
9/30/93 Joy L Nall PREPARE AGENDA FOR ROAD DISTRICT MEETING ON 10/05/93; FAX TO NORMA LANDRY; TELEPHONE CONFERENCES WITH BUD CHILDERS.	1.00
10/01/93 PREPARE LETTER TO ASSOCIATION BOARD MEMBERS REGARDING LETTER FROM BUD CHILDERS; FAX SAME TO ALL BOARD MEMBERS; TELEPHONE CONFERENCE WITH JULIE PEAK REGARDING TAX RATE FOR DISTRICT; TELEPHONE CONFERENCE WITH BUD CHILDERS; PREPARE RESOLUTION FOR RECURRING FEES FOR MEETING ON OCTOBER 5; FAX TO NORMA LANDRY.	3.00
10/04/93 TELEPHONE CONFERENCE WITH KATHY HYNSON'S OFFICE REGARDING BILLS TO BE APPROVED AT DISTRICT BOARD MEETING; TELEPHONE CONFERENCE WITH NORMA LANDRY REGARDING TIME OF MEETING; TELEPHONE CONFERENCE WITH RICK LIESSE REGARDING STATUS REPORT.	1.00
10/05/93 CONFERENCE WITH CRISTEN CLINE REGARDING APPROVAL OF INVOICES AND RESOLUTIONS.	.50
10/11/93 PREPARE AGENDA FOR OCTOBER 21 MEETING; FORWARD AGENDA FOR POSTING; REVIEW FILE; TELEPHONE CONFERENCES WITH NORMA LANDRY REGARDING PAYMENT	1.50

Please reference account and
invoice numbers when remitting.

PLEASE REMIT TO: 1001 FANNIN, SUITE 2500
HOUSTON, TEXAS 77002-6772

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

89 0779

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

IRS NO 74-1183015

AS PER ORIGINAL

December 31, 1993

Page: 3

Account
Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 917674

Re: GENERAL

11/11/93	RRR	UNIT-47	TM-10:20		4.20
11/15/93	RRR	UNIT-47	TM-18:22		6.20
12/02/93	RRR	UNIT-47	TM-11:44		1.70
12/09/93	RRR	UNIT-47	TM-11:15		2.70
12/16/93	RRR	UNIT-47	TM-15:52		9.40

PHOTOCOPY \$52.90

COURIER SERVICES

10/14/93	RRR	FEDERAL EXPRESS	01836336424		15.00
11/10/93	RRR	FEDERAL EXPRESS	01836354457		15.00

COURIER SERVICES \$30.00

TELEFAX

10/01/93	RRR	UNIT-27	TM-14:31	93418609	2.00
10/01/93	RRR	UNIT-27	TM-15:00	96678686	3.00
10/01/93	RRR	UNIT-27	TM-15:06	99283388	3.00
10/01/93	RRR	UNIT-27	TM-15:09	92610915	3.00
10/01/93	RRR	UNIT-27	TM-15:13	914999777	2.00
10/01/93	RRR	UNIT-27	TM-15:16	94999777	2.00
10/01/93	RRR	UNIT-34	TM-15:34	949997777	3.00
10/01/93	RRR	UNIT-34	TM-15:38	99950109	3.00
10/05/93	RRR	UNIT-57	TM-14:15	93414557	14.00
10/21/93	RRR	UNIT-27	TM-14:52	94999777	2.00
10/21/93	RRR	UNIT-27	TM-14:55	94999777	2.00
10/21/93	RRR	UNIT-27	TM-14:58	92610915	2.00
10/21/93	RRR	UNIT-27	TM-15:01	96678686	2.00
10/21/93	RRR	UNIT-27	TM-15:04	99950109	2.00
10/21/93	RRR	UNIT-27	TM-15:06	99283388	2.00

TELEFAX \$47.00

FILING FEES

10/15/93	RRR	POSTING FEE FOR NOTICE OF MTG		1.00
11/10/93	RRR	POSTING FEE FOR NOTICE OF MTG		4.00
11/10/93	RRR	POSTING FEE FOR NOTICE OF MTG		4.00

Please reference account and
invoice numbers when remitting.

PLEASE REMIT TO: 1001 FANNIN, SUITE 1100
HOUSTON, TEXAS 77002

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

IRS NO 74-1183013

89 0780

AS PER ORIGINAL

December 31, 1993

Page: 4

Account
Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 917674

Re: GENERAL

		FILING FEES	----- \$9.00
	POSTAGE		
10/14/93	RRR POSTAGE		5.22
10/20/93	RRR POSTAGE		3.48
11/11/93	RRR POSTAGE		6.96
11/16/93	RRR POSTAGE		2.90
12/09/93	RRR POSTAGE		6.67
12/16/93	RRR POSTAGE		2.65

		POSTAGE	\$27.88
	TRAVEL		
10/13/93	CLCL MILEAGE/FORT BEND COUNTY		17.36
10/28/93	GBGB MILEAGE/ASSOCIATION MEETING		18.48

		TRAVEL	\$35.84
		Total disbursements and other charges	----- \$202.62

		Invoice total	\$1,700.12

TOTAL AMOUNT (PAYABLE IN U.S. DOLLARS) DUE UPON RECEIPT

Please reference account and
invoice numbers when remitting.

PLEASE REMIT TO: 1001 FANNIN, SUITE 2500
HOUSTON, TEXAS 77002-6762

L.L.P.
ATTORNEYS AT LAW

89 0781

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

IRS NO 74-1183015

AS PER ORIGINAL

December 31, 1993

Page: 4

Account
Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 917674

Re: GENERAL

Summary of services on this invoice

Name	Hours	MSR Rate	Amount
GBGB Grace B Baker	1.75	90.00	\$157.50
CLCL Cristen L Cline	3.25	120.00	\$390.00
JLNA Joy L Nall	12.00	25.00	\$300.00
RRR Robert R Randolph	2.00	325.00	\$650.00
	19.00		\$1,497.50

Please reference account and
invoice numbers when remitting.

PLEASE REMIT TO 1001 FANNIN, SUITE 2500
HOUSTON, TEXAS 77002-5740

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

89 0782

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW
IRS NO 74-1183015

AS PER ORIGINAL

May 16, 1994

Page: 1

Account
Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 966190

Re: GENERAL

Fees for services rendered through April 30, 1994

		Hours
	Robert R Randolph	
2/29/93	ATTEND MEETING AT LICHLITER/JAMESON WITH LARRY NETTLES, HANK JOHNSON, COSTAS GEORGHIOU, GLEN LAIRD AND BILL JAMESON.	2.50
2/30/93	REVIEW MEMORANDUM OF UNDERSTANDING BETWEEN TEXAS DEPARTMENT OF TRANSPORTATION AND TEXAS AIR CONTROL BOARD; FORWARD COPY TO BILL JAMESON.	.75
1/19/94	TELEPHONE CONFERENCE WITH CARL STEPHENS REGARDING STATUS OF PARKWAY.	.25
1/25/94	ATTEND MEETING OF THE COMMISSIONERS' COURT SETTING AS THE GOVERNING BODY OF THE FORT BEND PARKWAY ROAD DISTRICT; PRESENTATION ON STATUS OF PROJECT.	2.50
4/21/94	TRAVEL TO AND FROM AND ATTEND BOARD OF DIRECTORS MEETING.	2.00
	Larry W Nettles	
2/28/93	CONFERENCES WITH ROBERT RANDOLPH AND JOY NALL REGARDING MEETING WITH ENGINEERS FOR THE FORT BEND PARKWAY ASSOCIATION TO DISCUSS ENVIRONMENTAL LAW MATTERS.	.25
2/29/93	PREPARATION FOR, TRAVEL TO, AND ATTENDANCE AT MEETING AT LICHLITER/JAMESON & ASSOCIATES WITH RESPECT TO ENVIRONMENTAL APPROVALS REQUIRED FOR THE FORT BEND PARKWAY PURSUANT TO THE CLEAN AIR ACT AMENDMENTS OF 1990 AND THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.	2.75
1/10/94	TELEPHONE CONFERENCE WITH COSTAS GEORGHIOU REGARDING THE SINGLE OCCUPANCY VEHICLE LANE JUSTIFICATION ANALYSIS REQUIRED UNDER THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991 FOR NEW HIGHWAY CONSTRUCTION PROJECTS IN NON-ATTAINMENT AREAS; TELEPHONE CONFERENCE WITH	.50

VINSON & ELKINS
L.L.P.

89 0783

ATTORNEYS AT LAW

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

NO PER ORIGINAL

May 16, 1994

Page: 2

Account
Of

FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 966190

Re: GENERAL

	Hours
1/13/94	.50
1/14/94	.50
1/21/94	1.00
1/24/94	.25
2/02/94	1.50

STEVE BARRETT REGARDING RESEARCH ON THE CURRENT STATUS OF CLEAN AIR ACT REQUIREMENTS FOR NEW HIGHWAY PROJECTS IN NON-ATTAINMENT AREAS. RESEARCH ON THE TRANSPORTATION CONFORMITY REGULATIONS ISSUED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY UNDER THE CLEAN AIR ACT AMENDMENTS OF 1990; RESEARCH ON THE SINGLE OCCUPANCY VEHICLE LANE CONSTRUCTION LIMITATIONS DEVELOPED BY THE U.S. DEPARTMENT OF TRANSPORTATION UNDER THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

MEET WITH MILTON DIETERT AND CHRIS OLAVSON TO DISCUSS THE CURRENT REQUIREMENTS FOR FUNDING AND CONSTRUCTION OF NEW SINGLE OCCUPANT VEHICLE LANE HIGHWAY PROJECTS PURSUANT TO RECENTLY ADOPTED REGULATIONS UNDER THE CLEAN AIR ACT AMENDMENTS OF 1990 AND THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

DEVELOP PROPOSAL FOR AMENDMENT OF THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991 AND THE CLEAN AIR ACT AMENDMENTS OF 1990 TO ALLOW CONSTRUCTION OF HURRICANE EVACUATION ROUTES IN NON-ATTAINMENT AREAS WITHOUT DETERMINING WHETHER SUCH PROJECTS CONFORM TO LOCAL AIR QUALITY IMPROVEMENT PLANS.

TELEPHONE CALL TO STEVE BARRETT TO DISCUSS HIS MEMORANDUM ON THE CONSTRUCTION OF NEW SINGLE OCCUPANT VEHICLE LANES PURSUANT TO THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991 UNDER THE CONFORMITY LIMITATIONS IMPOSED BY THE CLEAN AIR ACT AMENDMENTS OF 1990.

PREPARATION FOR AND PARTICIPATION IN CONFERENCE CALL WITH ROBERT RANDOLPH, BILL JAMESON, AND CONGRESSMAN TOM DELAY REGARDING A PROPOSAL TO AMEND THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991 TO ALLOW GREATER

Please reference account and

PLEASE REMIT TO 1001 FANNIN SUITE 2500

VINSON & ELKINS
L.L.P.

ATTORNEYS AT LAW

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

IRS NO 74-1183015

89 0784

AS PER ORIGINAL

May 16, 1994

Page: 3

Account
of

FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 966190

Re: GENERAL

	Hours
2/08/94	.50
3/07/94	.75
3/28/94	.75
3/29/94	.25
4/11/94	.25

FLEXIBILITY IN THE CONSTRUCTION OF HURRICANE AND OTHER EMERGENCY EVACUATION ROUTES.
PRELIMINARY WORK ON PROPOSED AMENDMENTS TO THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991 TO ALLOW FUNDING FOR NEW SINGLE OCCUPANT VEHICLE LANES THAT SERVE AS HURRICANE EVACUATION ROUTES.
WORK ON LEGISLATION TO AMEND THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991 AND THE CLEAN AIR ACT TO ALLOW FOR GREATER FLEXIBILITY IN FEDERAL FUNDING OF NEW SINGLE OCCUPANT VEHICLE LANE HIGHWAY PROJECTS THAT WILL SERVE AS HURRICANE AND OTHER DISASTER EVACUATION ROUTES.
WORK ON LEGISLATION TO EXEMPT DISASTER EVACUATION ROUTE PROJECTS FROM THE LIMITATIONS ON FUNDING FOR AND CONSTRUCTION OF NEW SINGLE OCCUPANT VEHICLE LANES UNDER THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT AND THE CONFORMITY REQUIREMENTS UNDER THE CLEAN AIR ACT.
DISCUSSIONS WITH REPRESENTATIVES OF THE GREATER HOUSTON PARTNERSHIP ON THE POTENTIAL SUSPENSION OF FEDERAL, STATE, AND LOCAL FUNDING FOR NEW HIGHWAY PROJECTS IN THE GREATER HOUSTON AREA PURSUANT TO NEW NITROGEN OXIDE CONTROL REQUIREMENTS TO BE IMPOSED UNDER THE CLEAN AIR ACT AMENDMENTS OF 1990.
WORK ON LEGISLATION TO AMEND THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT AND THE FEDERAL CLEAN AIR ACT TO PROVIDE FOR EXEMPTIONS FROM THE LIMITATIONS ON FUNDING FOR CONSTRUCTION OF NEW SINGLE OCCUPANT VEHICLE LANES IN CIRCUMSTANCES WHERE SUCH LANES MAY BE PART OF A DESIGNATED HURRICANE EVACUATION ROUTE.

Please reference account and

PLEASE REMIT TO: 1001 FANNIN, SUITE 2500

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

89 0785

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW
IRS NO 74-1193015

AS PER ORIGINAL

May 16, 1994

Page: 4

Account
Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 966190

Re: GENERAL

	Hours
Steven F Barrett	
1/10/94 TELEPHONE CONFERENCE WITH LARRY NETTLES REGARDING RESEARCH CONCERNING ADDING CAPACITY FOR SINGLE OCCUPANT VEHICLE LANES IN NON-ATTAINMENT AREAS; REVIEW BACKGROUND MATERIAL.	.75
1/11/94 BEGIN RESEARCH REGARDING ADDING CAPACITY FOR SINGLE OCCUPANT VEHICLE LANES IN NON-ATTAINMENT AREAS; REVIEW PRIOR RESEARCH.	3.00
1/12/94 REVIEW GUIDANCE FROM THE ENVIRONMENTAL PROTECTION AGENCY REGARDING ADDING SINGLE OCCUPANT VEHICLE CAPACITY IN NON-ATTAINMENT AREAS; TELEPHONE CONFERENCE WITH FEDERAL HIGHWAY ADMINISTRATION REGARDING SAME; BEGIN EFFORTS TO ACCESS FEDERAL ELECTRONIC BULLETIN BOARD SERVICE (FEBBS); REVIEW GUIDANCE IN FEDERAL REGISTER.	4.50
1/13/94 RESEARCH REGARDING ADDING SINGLE OCCUPANT VEHICLE CAPACITY IN NON-ATTAINMENT AREAS AND METHODS FOR JUSTIFYING ADDING SINGLE OCCUPANT VEHICLE CAPACITY; REVIEW GUIDANCE ON FEBBS REGARDING SAME; TELEPHONE CONFERENCE AND TRANSMIT FAX TO COSTAS GEORGHIOU; OFFICE CONFERENCE WITH LARRY NETTLES.	2.75
1/20/94 CONTINUE RESEARCH REGARDING METHODS FOR JUSTIFYING ADDITION OF SINGLE OCCUPANT VEHICLE CAPACITY IN NON ATTAINMENT AREAS; TELEPHONE CONFERENCE WITH LARRY NETTLES REGARDING SAME.	1.50
1/21/94 CONTINUE RESEARCH REGARDING ADDING SINGLE OCCUPANT VEHICLE CAPACITY IN NON ATTAINMENT AREAS; COMPILE RESEARCH IN PREPARATION OF DRAFTING MEMORANDUM REGARDING SAME.	1.00
1/22/94 COMPLETE RESEARCH REGARDING ADDING SINGLE OCCUPANT VEHICLE CAPACITY IN NON ATTAINMENT AREAS; THOROUGHLY REVIEW GUIDANCE ON FEBBS; DRAFT AND TRANSMIT MEMORANDUM REGARDING SAME TO LARRY NETTLES.	4.50

Please reference account and

PLEASE REMIT TO: 1001 FANNIN, SUITE 2500

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

89 0786

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

IRS NO 74-1183013

AS PER ORIGINAL

May 16, 1994

Page: 5

Account
Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 966190

Re: GENERAL

		Hours
2/16/94	TELEPHONE CONFERENCE WITH LARRY NETTLES REGARDING DRAFTING OF AMENDMENTS TO INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.	.25
2/17/94	RESEARCH REGARDING AMENDMENTS NECESSARY TO INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991 (ISTEA) TO ALLOW CONSTRUCTION OF SINGLE OCCUPANT VEHICLE LANES FOR DISASTER EVACUATION; THOROUGHLY REVIEW ISTEA AND TITLE 23 OF UNITED STATES CODE TO IDENTIFY RELEVANT PROVISIONS.	6.25
2/18/94	CONTINUE RESEARCH REGARDING ISTEA AND AMENDMENTS NECESSARY TO ALLOW FOR CONSTRUCTION OF SINGLE OCCUPANT VEHICLE LANES FOR DISASTER EVACUATION; DRAFT AMENDMENTS AND TRANSMIT TO LARRY NETTLES.	8.25
2/22/94	CONFERENCE WITH LARRY NETTLES REGARDING DRAFTING ALTERNATIVE AMENDMENTS TO ISTEA TO PROVIDE DISASTER EVACUATION ROUTES; CONTINUE RESEARCH REGARDING ISTEA PROVISIONS THAT PROHIBIT CONSTRUCTION OF SUCH ROUTES.	4.00
2/23/94	CONTINUE RESEARCH REGARDING PROVISIONS IN ISTEA THAT PROHIBIT BUILDING OF HIGHWAYS NECESSARY TO PROVIDE DISASTER EVACUATION ROUTES; DRAFT ALTERNATIVE AMENDMENTS AND TRANSMIT TO LARRY NETTLES.	5.00
2/02/94	Joy L Nall PREPARE INVOICE AND FORWARD TO CHARLES RENCHER AND WALTER DAVIS FOR APPROVAL.	.50
1/12/93	Grace B Baker OFFICE CONFERENCE WITH JOY NALL REGARDING MEETING SCHEDULE.	.25
1/15/93	OFFICE CONFERENCE WITH JOY NALL REGARDING AGENDA; PREPARE MINUTES; REVIEW, REVISE AND PROOFREAD SAME.	1.00
1/16/93	OFFICE CONFERENCE WITH JOY NALL REGARDING STATUS OF INVOICES TO BE PAID.	.25

Please reference account and

PLEASE REMIT TO: 1001 FANNIN, SUITE 2500
HOUSTON, TEXAS 77002-4760

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

89 0787

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW
IRS NO 74-1183015

AS PER ORIGINAL

May 16, 1994

Page: 6

Account
Of

FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 966190

Re: GENERAL

		Hours
1/18/93	OFFICE CONFERENCE WITH JOY NALL; ASSEMBLE FILES AND DOCUMENTS FOR BOARD OF DIRECTORS MEETING.	2.75
3/11/94	OFFICE CONFERENCE WITH BARBARA CULLEN REGARDING MEETING SCHEDULE; POSTING NOTICE OR CANCELLATION.	.25
4/13/94	OFFICE CONFERENCES REGARDING MEETING SCHEDULE; REVIEW AGENDA.	.25
4/20/94	PREPARE MINUTES; OFFICE CONFERENCES REGARDING BILLS AND ACTION AT BOARD MEETING; REVIEW FILE.	.75

Current fees, total \$11,248.75

Disbursements and other charges through April 30, 1994

COMPUTER RESEARCH

1/12/94	SFB LEXIS	33.85
1/13/94	SFB LEXIS	2.49

	COMPUTER RESEARCH	\$36.34

PHOTOCOPY

1/12/94	RRR UNIT-47 TM-10:03	2.60
1/13/94	RRR UNIT-47 TM-12:12	2.20
1/19/94	LN UNIT-69 TM-16:04	11.50
2/02/94	RRR UNIT-47 TM-15:47	1.50
2/10/94	RRR UNIT-27 TM-16:09	2.10
2/17/94	SFB UNIT-76 TM-14:30	15.20
2/17/94	SFB UNIT-76 TM-14:30	15.20
2/17/94	CORRECT DUPLICATE POSTING	15.20-
3/07/94	LN UNIT-69 TM-11:44	7.20
3/14/94	RRR UNIT-47 TM-11:51	2.70
3/25/94	RRR UNIT-47 TM-15:48	3.20
4/11/94	RRR UNIT-27 TM-16:23	10.00
4/13/94	RRR UNIT-27 TM-13:37	4.20
4/20/94	RRR UNIT-27 TM-16:54	2.40
4/21/94	RRR UNIT-27 TM-14:52	4.00

Please reference account and

PLEASE REMIT TO: 1001 FANNIN, SUITE 2500
HOUSTON, TEXAS 77002-5750

VINSON & ELKINS
L.L.P.

ATTORNEYS AT LAW

89 0788

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

AS PER ORIGINAL

May 16, 1994

Page: 7

Account
Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 966190

Re: GENERAL

4/21/94	RRR	UNIT-47 TM-15:21		2.10
			PHOTOCOPY	\$70.90
4/07/94	RRR	04/07/94 HE#0407002 HERMANN HOSPITAL		15.25
			COURIER SERVICES	\$15.25
			TELEFAX	
1/11/94	SFB	TELEFAX		5.00
2/18/94	SFB	TELEFAX		8.00
2/23/94	SFB	TELEFAX		5.00
			TELEFAX	\$18.00
4/12/94	RRR	POSTING FEE FOR NOTICE OF MTG		4.00
			FILING FEES	\$4.00
			POSTAGE	
1/12/94	RRR	POSTAGE		6.67
1/13/94	RRR	POSTAGE		1.21
2/02/94	RRR	POSTAGE		1.50
2/10/94	RRR	POSTAGE		6.67
3/14/94	RRR	POSTAGE		6.67
4/11/94	RRR	POSTAGE		4.68
4/11/94	RRR	POSTAGE		1.04
4/13/94	RRR	POSTAGE		6.38
			POSTAGE	\$34.82
			TELEPHONE	
1/10/94	LN	DALLAS TX		5.74
1/12/94	SFB	AUSTIN TX FED HIGHWAY ADM.		4.10
1/13/94	SFB	VE		3.69

Please reference account and

PLEASE REMIT TO: 1001 FANNIN, SUITE 2500

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

89 0789

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW
IRS NO 74-1183015

AS PER ORIGINAL

May 16, 1994

Page: 8

Account
Of

FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 966190

Re: GENERAL

	TELEPHONE	-----	\$13.53
4/21/94	TRAVEL RRR MILEAGE/LICHLITER/JAMESON		17.40

	TRAVEL		\$17.40
	Total disbursements and other charges	-----	\$210.24

	Invoice total		\$11,458.99

TOTAL AMOUNT (PAYABLE IN U.S. DOLLARS) DUE UPON RECEIPT

Please reference account and

PLEASE REMIT TO: 1001 FANNIN, SUITE 2500
ATLANTA, GA 30309

VINSON & ELKINS
L.L.P.

ATTORNEYS AT LAW

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

TXS NO 74-1183015

89 0790

AS PER ORIGINAL

May 16, 1994

Page: 9

Account
Of

FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R Randolph
Invoice Number 966190

Re: GENERAL

Summary of services on this invoice

Name	Hours	MSR Rate	Amount
GBGB Grace B Baker	5.50	90.00	\$495.00
SFB Steven F Barrett	41.75	135.00	\$5,636.25
JLNA Joy L Nall	.50	25.00	\$12.50
LN Larry W Nettles	9.75	256.92	\$2,505.00
RRR Robert R Randolph	8.00	325.00	\$2,600.00
	65.50		\$11,248.75

September 28, 1994

Page: 1

Account
Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R. Randolph
Invoice Number 1007873

Re: GENERAL

Fees for services rendered through September 27, 1994

		Hours
	Robert R. Randolph	
5/26/94	TELEPHONE CONFERENCE WITH TEXAS DEPARTMENT OF TRANSPORTATION REGARDING HEARING ON JUNE 8.	.50
6/01/94	PREPARE LETTER TO BOARD FOR CLYDE JACKS' SIGNATURE; TELEPHONE CONFERENCE WITH CLYDE JACKS.	.50
6/08/94	TRAVEL TO AND ATTEND MEETING AT THE TEXAS DEPARTMENT OF TRANSPORTATION.	3.25
6/20/94	MEETING WITH BILL JAMESON, GLENN LAIRD AND HARRY SIMEONIDO REGARDING MAJOR INVESTMENT STUDY AND ENVIRONMENTAL IMPACT STUDY ISSUES FOR PUBLIC HEARING.	2.25
7/22/94	REVIEW CORRESPONDENCE TO BOARD MEMBERS AND PROPERTY OWNERS PREPARED BY GLEN LAIRD.	1.50
	Larry W. Nettles	
6/02/94	WORK ON PROPOSAL TO EXEMPT HURRICANE EVACUATION ROUTE PROJECTS FROM THE CONFORMITY REQUIREMENTS OF THE CLEAN AIR ACT AND THE LIMITATIONS ON THE CONSTRUCTION OF NEW SINGLE OCCUPANT VEHICLE LANES UNDER THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT.	.25
	Joy L. Nall	
5/18/94	PREPARE INVOICE AND FORWARD FOR APPROVAL.	1.00
8/11/94	PREPARE AGENDA FOR AUGUST 18, 1994 MEETING; SEND TO SECRETARY OF STATE FOR PUBLISHING IN TEXAS REGISTER; SEND TO FORT BEND COUNTY CLERK FOR POSTING; ORGANIZE FILE.	2.00
9/09/94	PREPARE AGENDA AND FAX TO SECRETARY OF STATE; MAIL COPY OF AGENDA TO FORT BEND COUNTY CLERK FOR POSTING; PREPARE LETTER TO BOARD REGARDING MEETING; MAKE COPIES AND MAIL.	2.00

VINSON & ELKINS

L.L.P.

ATTORNEYS AT LAW

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

IRS NO 74-1183015

89 0792

AS PER ORIGINAL

September 28, 1994

Page: 2

Account Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R. Randolph
Invoice Number 1007873

Re: GENERAL

		Hours
9/22/94	TELEPHONE CONFERENCE WITH CLYDE JACKS REGARDING CANCELLATION OF SEPTEMBER 29, 1994 BOARD MEETING; PREPARE CANCELLATION OF MEETING LETTER; MAIL CANCELLATION LETTER TO DISTRIBUTION LIST.	1.00
5/26/94	Grace B. Baker PREPARE LETTER TO CHARLES RENCHER AND WALTER DAVIS FROM CLYDE JACKS REGARDING ATTENDANCE AT BOARD MEETINGS; OFFICE CONFERENCE WITH JOY NALL REGARDING SAME.	1.00
6/08/94	OFFICE CONFERENCE WITH CARL STEPHENS.	.25
Current fees, total		----- \$2,927.50

Disbursements and other charges through September 27, 1994

PHOTOCOPY

2/02/94	RRR UNIT-27 TM-14:13	3.60
5/19/94	RRR UNIT-47 TM-17:03	2.10
6/09/94	MLA UNIT-47 TM-16:48	1.50
8/11/94	RRR UNIT-47 TM-16:13	3.10
8/15/94	RRR UNIT-27 TM-17:00	7.80
9/09/94	RRR UNIT-47 TM-17:40	7.10
9/22/94	RRR UNIT-47 TM-18:58	2.60

PHOTOCOPY -----
\$27.80

TELEFAX

6/01/94	RRR UNIT-57 TM-11:21 98748964	9.00
6/03/94	RRR UNIT-46 TM-10:23	2.00
7/13/94	RRR UNIT-57 TM-14:59 95752508	6.00
8/11/94	RRR UNIT-57 TM-16:08 915124635569	5.00
8/29/94	RRR UNIT-57 TM-13:37 95616586	8.00
8/30/94	RRR UNIT-57 TM-16:26 92406837	4.00
9/12/94	RRR UNIT-57 TM-09:30 915124635569	4.00

Please reference account and invoice numbers when remitting

PLEASE REMIT TO: 1001 FANNIN, S. E. TE 2500
HOUSTON, TEXAS 77002-6782

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

IRS NO 74-1183015

89 0793

AS PER ORIGINAL

September 28, 1994

Page: 3

Account Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R. Randolph
Invoice Number 1007873

Re: GENERAL

		TELEFAX	----- \$38.00
FILING FEES			
8/11/94	RRR	POSTING FEE FOR NOTICE OF MTG	4.00
8/17/94	RRR	POSTING FEE FOR NOTICE OF MTG	4.00
9/13/94	RRR	POSTING FEE FOR NOTICE OF MTG	4.00
		FILING FEES	----- \$12.00
POSTAGE			
2/02/94	RRR	POSTAGE	1.67
8/15/94	RRR	POSTAGE	6.38
8/15/94	RRR	POSTAGE	6.67
9/12/94	RRR	POSTAGE	6.67
		POSTAGE	----- \$21.39
MISCELLANEOUS			
7/08/94	RRR	C 277274-PUBLIC OFFICIAL BOND RENEWAL	87.50
		MISCELLANEOUS	----- \$87.50
		Total disbursements and other charges	----- \$186.69
		Invoice total	----- \$3,114.19

TOTAL AMOUNT (PAYABLE IN U.S. DOLLARS) DUE WITHIN 30 DAYS OF RECEIPT

Please reference account and

PLEASE REMIT TO 1001 FANNIN, SUITE 2500
HOUSTON TEXAS 77002-6720

September 28, 1994

Page: 4

Account
Of

FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R. Randolph
Invoice Number 1007873

Re: GENERAL

Summary of services on this invoice

Name	Hours	MSR Rate	Amount
GBGB Grace B. Baker	1.25	90.00	\$112.50
JLNA Joy L. Nall	6.00	25.00	\$150.00
LN Larry W. Nettles	.25	260.00	\$65.00
RRR Robert R. Randolph	8.00	325.00	\$2,600.00
	15.50		\$2,927.50

Please reference account and
invoice number when making payment.

PLEASE REMIT TO: 1001 FANNIN, SUITE 2500
HOUSTON TEXAS 77002-6762

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

89 0795

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

I.R.S NO 74-1183015

44S PER ORIGINAL

December 8, 1994

Page: 1

Account
Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R. Randolph
Invoice Number 1039210

Re: GENERAL

Fees for services rendered through December 8, 1994

		Hours
	Robert R. Randolph	
9/27/94	TELEPHONE CONFERENCE WITH BILL JAMESON REGARDING ENVIRONMENTAL ISSUES; TELEPHONE CONFERENCE WITH LARRY NETTLES.	.50
9/28/94	TELEPHONE CONFERENCE WITH JULIE PEAK REGARDING TAX RATE.	.25
10/10/94	TELEPHONE CONFERENCE WITH JULIE PEAK REGARDING TAX RATE.	.25
10/19/94	TRAVEL TO AND MEET WITH BILL JAMESON, GLEN LAIRD, AND RICK LIESSE REGARDING ENVIRONMENTAL ASSESSMENT, TIMING OF HEARING, AND FINANCING OF PARKWAY.	2.00
10/20/94	TRAVEL TO AND ATTEND BOARD MEETING.	2.75
	Joy L. Nall	
9/29/94	PREPARE, PROOF AND MAIL INVOICE.	1.00
10/14/94	PREPARE AGENDA; SEND AGENDA TO SECRETARY OF STATE FOR PUBLICATION IN TEXAS REGISTER; SEND AGENDA TO FORT BEND COUNTY CLERK FOR POSTING; PREPARE AGENDA FOR MAILING.	2.00
10/19/94	TELEPHONE CALLS TO BOARD MEMBERS REGARDING ATTENDANCE AT BOARD MEETING.	.50
	Current fees, total	----- \$1,956.25
Disbursements and other charges through December 8, 1994		
PHOTOCOPY		
10/14/94	RRR UNIT-47 TM-18:26	4.30
10/17/94	RRR UNIT-27 TM-13:33	6.90
10/17/94	RRR UNIT-47 TM-16:36	6.70
10/20/94	RRR UNIT-47 TM-09:25	2.00

Please reference account and invoice numbers when remitting.

PLEASE REMIT TO: 1001 FANNIN, SUITE 2500
HOUSTON, TEXAS 77002-6760

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

89 0796

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

I.R.S. NO. 74-1193015

AS PER ORIGINAL

December 8, 1994

Page: 2

Account
Of FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R. Randolph
Invoice Number 1039210

Re: GENERAL

				PHOTOCOPY	----- \$19.90
	TELEFAX				
10/14/94	RRR	UNIT-57	TM-18:25	915124635569	3.00
10/14/94	RRR	UNIT-57	TM-18:27	915124635569	2.00
10/17/94	RRR	UNIT-27	TM-09:29	93418669	2.00
10/17/94	RRR	UNIT-57	TM-16:57	95752508	2.00
				TELEFAX	----- \$9.00
	POSTAGE				
9/23/94	RRR	POSTAGE			6.67
9/28/94	RRR	POSTAGE			2.90
				POSTAGE	----- \$9.57
	TRAVEL				
10/19/94	RRR	LICHLITER/JAMESON			17.40
10/20/94	RRR	LICHLITER/JAMESON			17.40
				TRAVEL	----- \$34.80
				Total disbursements and other charges	----- \$73.27
				Invoice total	----- \$2,029.52

TOTAL AMOUNT (PAYABLE IN U.S. DOLLARS) DUE WITHIN 30 DAYS OF RECEIPT

Please reference account and
invoice numbers when remitting.

PLEASE REMIT TO: 1001 FANNIN, SUITE 2500
HOUSTON, TEXAS 77002-6760

VINSON & ELKINS

L.L.P.

ATTORNEYS AT LAW

HOUSTON DALLAS AUSTIN WASHINGTON LONDON MOSCOW

I.R.S. NO. 74-1183015

89 0797

AS PER ORIGINAL

December 8, 1994

Page: 3

Account
Of

FORT BEND PARKWAY ASSOCIATION

Account Number FOR807 00001
Billing Attorney Robert R. Randolph
Invoice Number 1039210

Re: GENERAL

Summary of services on this invoice

Name	Hours	Eff. Rate	Amount
JLNA Joy L. Nall	3.50	25.00	\$87.50
RRR Robert R. Randolph	5.75	325.00	\$1,868.75
	9.25		\$1,956.25

Please reference account and
invoice numbers when remitting.

PLEASE REMIT TO: 1001 FANNIN, SUITE 2500
HOUSTON, TEXAS 77002-6760

Fort Bend Parkway Association

Fort Bend Parkway Road District
P. O. Box 368
Richmond, Texas 77469

ATTN: The Honorable Roy Cordes, Fort Bend County Judge

Gentlemen:

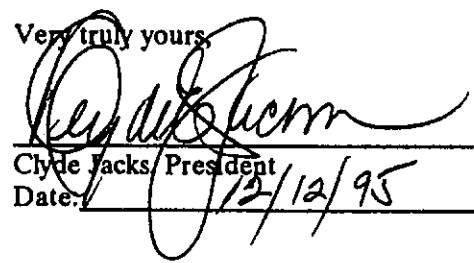
The Fort Bend Parkway Association has reviewed the invoices listed below and, subject to the approval of the Fort Bend County Engineer and/or Fort Bend County Attorney, recommends them for payment:

Invoice for Services to Fort Bend Parkway Road District:

<u>Provider</u>	<u>Inv. # or Date</u>	<u>Amount</u>
Rust Lichliter/Jameson	13	\$67,326.42

Copies of the invoices are attached.

Very truly yours,



Clyde Jacks, President

Date: 12/12/95

Carl Stephens, Director
Date: _____

Charles Rencher, Director
Date: _____

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Enclosures

DEC 12 '94 8:37 FROM VE LLP HOUSTON

PAGE.005

89 0799

AS PER ORIGINAL

Fort Bend Parkway Association

Fort Bend Parkway Road District
P. O. Box 368
Richmond, Texas 77469

ATTN: The Honorable Roy Cordes, Fort Bend County Judge

Gentlemen:

The Fort Bend Parkway Association has reviewed the invoice listed below and, subject to the approval of the Fort Bend County Engineer, recommends it for payment:

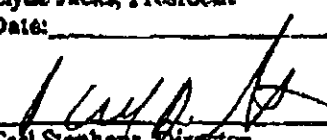
Invoice for Services to Fort Bend Parkway Association: ROAD DISTRICT

Provider	Inv. # or Date	Amount
Rust Lichliter/Jameson	13	\$67,326.42

Copy of the invoice is attached.

Very truly yours,

Clyde Jacks, President
Date: _____



Carl Stephens, Director
Date: 12/12/94

Charles Rencher, Director
Date: _____

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Env010921730710000001-1.app

Enclosures

RUST LICHLITER/JAMESON

*Environment & Infrastructure
Consulting Engineers, Scientists and Planners*

11111 Brooklet Drive, Suite 100
Houston, TX 77099-3596
Tel. (713) 561-5190
FAX (713) 561-6586

December 9, 1994

Board of Directors
Fort Bend Parkway Road District
c/o Mr. Ron Drachenberg, County Engineer
Fort Bend County Engineering Department
P.O. Box 1449
Rosenberg, Texas 77471

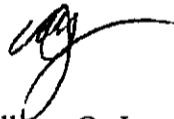
Gentlemen:

In April 1993, TxDOT required that we perform an Environmental Impact Study (EIS), Single Occupancy Vehicle (SOV) Justification and a Major Investment Study (MIS). The analyses, study and preparation of these requirements have been in progress for over a year and a half. The additional cost for doing these studies was \$67,326.42.

In order to continue progress on the project we have completed these items which have been submitted to TxDOT for review.

Rust Lichliter/Jameson is requesting a change order to its current contract with the District under paragraph 2.1.4 and paragraph 2.1.8. The total amount of the change order is \$67,326.42 and is detailed on the attached hourly rate breakdown. These costs have been separated from the original contract.

Very truly yours,



William O. Jameson, P.E.
Vice President
Southwest Region

WOJ:dd

Enclosure

Quality through teamwork



RUST LICHLITER/JAMESON

*Environment & Infrastructure
Consulting Engineers, Scientists and Planners*

1111 Brooklet Drive, Suite 100
Houston, TX 77099-3596
Tel. (713) 561-5190
FAX (713) 561-6586

FORT BEND PARKWAY ROAD DISTRICT
P.O. BOX 368
RICHMOND, TEXAS 77469

DATE: DECEMBER 9, 1994
RE: JOB NO: T002-0001-0302
INVOICE NO: 13

INVOICE NO: 13
FORT BEND PARKWAY ROAD DISTRICT
SEPTEMBER 1, 1992 - NOVEMBER 25, 1994

ADDITIONAL SERVICES

ITEM	FEE	PREVIOUS PERCENT COMPLETE	PREVIOUS INVOICE	THIS MONTH PERCENT COMPLETE	CURRENT INVOICE
SECTION 1.2 SCHEMATIC PLANS	\$250,000	100.00	\$250,000	100.00	\$250,000
SECTION 1.3 ENVIRONMENTAL ASSESSMENT	\$150,000	100.00	\$150,000	100.00	\$150,000
SECTION 1.4 SURVEYING AND RIGHT OF WAY PLANS	\$285,000	90.00	\$256,500	90.00	\$256,500
TOTAL BASIC SERVICES	\$685,000	95.84	\$656,500	95.84	\$656,500
TOTAL AMOUNT DUE BASIC SERVICES					\$ 0
PART B: ADDITIONAL SERVICES (SEE ATTACHED BREAKDOWN)					\$67,326
TOTAL DUE THIS INVOICE					\$67,326

APPROVED: _____



Quality through teamwork



IMPACT STATEMENT/SOV JUSTIFICATION/MIS

DESCRIPTION	HOURS	RATE	FEE
DEPARTMENT HEAD	141	\$119.39	\$16,833.99
PROJECT MANAGER	135	\$98.89	\$13,350.15
DESIGN ENGINEER	234	\$59.79	\$13,990.86
ENVIRONMENTAL ENGINEER	217.5	\$60.86	\$13,237.05
PLANNER	37.5	\$43.49	\$1,630.88
CADD OPERATOR	7	\$44.35	\$310.45
CLERICAL	20	\$40.88	\$817.60
EXPENSES			
CADD MACHINE			\$321.55
ADVERTISEMENT			\$6,479.21
TRAVEL			\$354.68
		TOTAL	\$67,326.42

89 0803 PKWY#1

VINSON & ELKINS
L.L.P.
ATTORNEYS AT LAW

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE., N.W.
WASHINGTON, D.C. 20004-1008
TELEPHONE (202) 639-6500
FAX (202) 639-6604

16 ALEXEY TOLSTOY STREET
SECOND FLOOR
MOSCOW 103001, RUSSIAN FEDERATION
TELEPHONE 011 (70-95) 956-1995
SATELLITE FAX (713) 758-4952
FAX 011 (70-95) 956-1996

2300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
TELEPHONE (713) 758-2222
FAX (713) 758-2346

WRITER'S DIRECT DIAL

(713) 758-2380

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2975
TELEPHONE (214) 220-7700
FAX (214) 220-7716

ONE AMERICAN CENTER
600 CONGRESS AVENUE
AUSTIN, TEXAS 78701-3200
TELEPHONE (512) 495-8400
FAX (512) 495-8612

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 (44-71) 491-7236
FAX 011 (44-71) 499-5320

December 16, 1994

Ms. Norma Landry
Office of the County Judge
P. O. Box 368
Richmond, TX 77469

Re: Fort Bend Parkway Road District

Dear Norma:

Enclosed is an original executed copy of the approval of Mr. Clyde Jacks of the Vinson & Elkins invoices.

For the Commissioners Court's information, also enclosed is a copy of the Joint Development Agreement. In Section 2.08, on page 10 of this Agreement, it sets forth the requirements for approval of invoices as follows:

"The Association agrees that either the Board or a designated board member or members will review invoices submitted to the District for payment of costs associated with the development of Segment I of the Fort Bend Parkway and will make recommendation to the Commissioners Court and the District with respect to payment of same."

A copy of the minutes of the meeting of April 11, 1991, of the Fort Bend Parkway Association sets out on page 2 the following:

"The Board discussed the fact the County Treasurer was administering funds for the project, and discussed receiving reports from the County Treasurer and Tax Assessor/Collector. Director Katz recommended that the Association write a letter requesting that the information be provided by the County to the Association's attorney and allow two Board members to make recommendations whether or not invoices should be paid by Commissioners Court, so that the entire Board of the Association would not need to approve invoices."

December 16, 1994
Page 2

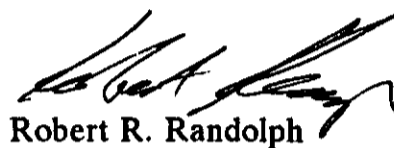
Since you should now have the original signed approvals of both Clyde Jacks and Carl Stephens, as well as the approvals of the County Attorney and the County Engineer, we would appreciate the Commissioners Court's approval of the Vinson & Elkins invoices and the Rust Lichliter/Jameson invoice. They should then be presented to the County Treasurer for payment.

All future invoices will be approved by two board members, then presented to the County Engineer or County Attorney, and then presented to the Judge for approval by the Commissioners Court as the governing body of the Fort Bend Parkway Road District.

Thank you for your assistance in this matter.

Very truly yours,

VINSON & ELKINS L.L.P.



Robert R. Randolph

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Enclosures

cc: Board of Directors
Bill Jameson

Fort Bend Parkway Association

Fort Bend Parkway Road District
 P. O. Box 368
 Richmond, Texas 77469

ATTN: The Honorable Roy Cordes, Fort Bend County Judge

Gentlemen:

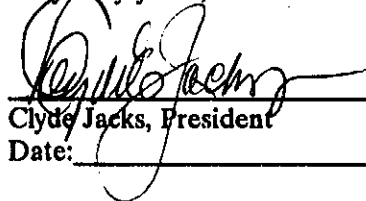
The Fort Bend Parkway Association has reviewed the invoices listed below and, subject to the approval of the Fort Bend County Engineer and/or Fort Bend County Attorney, recommends them for payment:

Invoice for Services to Fort Bend Parkway Association:

<u>Provider</u>	<u>Inv. # or Date</u>	<u>Amount</u>
Vinson & Elkins L.L.P.	917674	\$1,700.12
Vinson & Elkins L.L.P.	966190	11,458.99
Vinson & Elkins L.L.P.	1007873	3,114.19
Vinson & Elkins L.L.P.	1039210	2,029.52

Copies of the invoices are attached.

Very truly yours,



 Clyde Jacks, President

Date: _____

 Carl Stephens, Director

Date: _____

 Charles Rencher, Director

Date: _____

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Enclosures

FORT BEND PARKWAY
JOINT DEVELOPMENT AGREEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF FORT BEND	§

RECITALS

The present and prospective traffic congestion in Fort Bend County (the "County") and the lack of sufficient public controlled-access highway facilities is an impediment to the economic growth and development of the County and the area within Fort Bend Parkway Road District (the "District").

The development of a new controlled-access highway linking Fort Bend County to Harris County will benefit the residents of the County and District by aiding the County's efforts to encourage economic growth and development in the County and the District, reduce unemployment and create new job opportunities, stimulate commerce and diversify the economy of the County and the District, enhance the health, safety, and welfare of the residents of the County and District, and promote efficiency and ease of transit within the County and District.

The Fort Bend Parkway Association (the "Association") was created by the State Highway and Public Transportation Commission (the "Commission") pursuant to Minute Order No. 90618, adopted by the Commission on July 31, 1990, and pursuant to the terms of the Texas Transportation Corporation Act, Art. 15281, TEX. REV. CIV.

STAT. ANN., for the purpose of assisting the State Department of Highways and Public Transportation (the "Department") in the promotion and development of the Fort Bend Parkway, designated as State Highway 122, a new controlled-access highway from Sam Houston Parkway South (Beltway 8) at Hillcroft to its intersection with the Grand Parkway (the "Fort Bend Parkway").

The District was created by order of the Commissioners Court of the County on October 16, 1989 and comprises approximately 4,613 acres of land, which includes most of Segment I of the Fort Bend Parkway. On January 20, 1990 at an election called and held for that purpose, the qualified electors of the District authorized the Commissioners Court of Fort Bend County to issue, on behalf of the District, bonds in the maximum amount of \$4,500,000 (the "Bonds") to pay the local share of the costs of the first phase of Segment I of the Fort Bend Parkway attributable to the County as set forth in Minute Order No. 89978 attached hereto as Exhibit "A". The proceeds of the sale of the District's Bonds (after payment of two years' interest during construction, cost of issuance and other expenses of the District including the expenses of the Engineers and its other consultants with regard to the Fort Bend Parkway) will be available for the acquisition of land for and the development of the Fort Bend Parkway (the "Available Funds").

The District has a contract with the Engineers to prepare preliminary and final engineering and environmental assessments for Phase I of Segment I of the Fort Bend Parkway, and will make the

Engineers available to assist the Association. The Association anticipates conducting a hearing on the alignment of the Fort Bend Parkway during the year 1991. Thereafter, the District anticipates preparing final engineering design for the Fort Bend Parkway and the preparation of the descriptions of land needed for Segment I. The Association will use its best efforts to acquire the land necessary for the Fort Bend Parkway in order to meet its commitments to the Commission set forth in Minute Order No. 89978. In order for the Association to proceed with the acquisition of land for and the development of Segment I of the Fort Bend Parkway, it is necessary for it to secure a source of funding.

The Commissioners Court of the County, sitting as the governing body of the District, is willing to commit the District's funds to the extent of the Available Funds toward the Association's cost of the acquisition of land for and the development of Segment I of the Fort Bend Parkway including its administrative costs and its legal, fiscal and other fees and expenses associated therewith.

The Association recognizes that the District does not have funds for all of the costs of the development of the Fort Bend Parkway, and it will be necessary for the Association to secure funds from other political subdivisions and private interests in order to complete the full mission that has been delegated to it by the Commission.

The construction and opening of the Fort Bend Parkway will increase significantly the tax base of the County and District and generate additional tax revenues for the County and District.

The Association desires to see the Fort Bend Parkway constructed as soon as possible and is willing to render services to the District for the planning, development, and design of the Fort Bend Parkway.

The District and the Association are authorized to enter into this Agreement pursuant to which the District will pay the Association for planning and developing Segment I of the Fort Bend Parkway and the acquisition of land for the Parkway under authority granted by Section 4.448 of the County Road and Bridge Act, Arts. 6702-1 and 6702-3, TEX. REV. CIV. STAT. ANN., by the provisions of House Bills 696 and 2485, Regular Session, 71st Texas Legislature, 1989, and by the provisions of the Interlocal Co-operation Act, Art. 4413-32c, TEX. REV. CIV. STAT. ANN.

NOW, THEREFORE, Fort Bend Parkway Road District and Fort Bend Parkway Association hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Throughout this Agreement, the following terms and expressions as used herein shall have the meanings set forth below, unless the context clearly indicates otherwise:

"Association" shall mean the Fort Bend Parkway Association, a transportation corporation created by the Commission.

"Commission" shall mean the Texas State Highway and Public Transportation Commission.

"County" shall mean Fort Bend County, Texas, and, where appropriate, the Commissioners Court of such County.

"District" shall mean the Fort Bend Parkway Road District, and, where appropriate, the Fort Bend County Commissioners Court as its governing body.

"Department" shall mean the Texas State Department of Highways and Public Transportation and any successor organization that may assume the responsibilities of the Department for the Texas state highway system.

"Engineers" shall mean Lichliter/Jameson & Associates, Inc.

"Fort Bend Parkway" shall mean the new controlled-access highway described in Minute Order No. 89978 designated as State Highway 122 by the Commission and all appurtenant facilities.

"Segment I" shall mean the segment of the Fort Bend Parkway located between Sam Houston Parkway South (Beltway 8 South) and State Highway 6.

"Phase I of the Segment I" or "Phase I" shall mean that part of the Segment I to be initially constructed by the Department.

Section 1.02. Interpretations. All terms defined herein and all pronouns used in this Agreement shall be deemed to apply equally to singular and plural and to all genders. The titles and

headings of the articles and sections of this Agreement have been inserted for convenience and shall not in any way modify or restrict any of the terms and provisions hereof. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SERVICES TO BE PROVIDED BY ASSOCIATION

Section 2.01. Right-of-Way Services. The Association shall acquire or cause to be acquired all right-of-way required by the Commission and the Department for construction of Phase I of Segment I of the Fort Bend Parkway including that needed for offsite drainage and wetlands mitigation. The Association shall provide or cause to be provided to the Department all deeds, escrow agreements where appropriate for holding title to right-of-way parcels prior to conveyance to the Department, and appropriate title insurance for right-of-way parcels as requested by the Department. Copies of all escrow agreements, deeds, scenic easements, title insurance policies, and related documents pertaining to Segment I shall be available for inspection by the District and shall be provided by the Association to the District upon request.

Section 2.02. Public Information Services. The Association will assist the District in developing an environmental report and other public information documents for Segment I of the Fort Bend

Parkway. The Association also shall conduct or cause to be conducted any public hearings required by the Department prior to construction of Segment I of the Parkway. The Association shall also assist the District in developing a detailed schematic of the alignment of Segment I in a form acceptable to the Department that may be used by the District and the County for transportation planning and to provide public information on the Fort Bend Parkway. Copies of all such reports and documents shall be provided to the Association, the District and the County.

Section 2.03. Engineering Services. The Association shall assist the District in developing engineering plans, specifications, and details required for construction of the Phase I of Segment I of the Fort Bend Parkway. Copies of all engineering plans, specifications, and details shall be provided to the Association, the District and the County.

Section 2.04. Utility Services. The Association shall use its best efforts to cause the Department to adjust or relocate all utilities within the right-of-way of Segment I of the Fort Bend Parkway requiring adjustment or relocation. The Association shall conduct or initiate negotiations with pipeline companies, telephone companies, electrical companies, entities providing water supply and sewage treatment services, and all other utilities that may have facilities within the right-of-way of Segment I of the Fort Bend Parkway, to the extent requested or required by the Department.

Section 2.05. Administrative Services. The Association shall provide all information on the status of the Fort Bend Parkway reasonably requested by the District, County or Commissioners from time to time. The Association shall conduct negotiations with landowners and the Department to obtain purchase options and donations of right-of-way necessary for the Fort Bend Parkway in the District and in adjoining areas to the extent possible, and shall work with the Department to obtain approval of construction of additional segments of the Fort Bend Parkway beyond Segment I.

Section 2.06. Reporting Services. The Association shall periodically provide reports on its financial status and its progress on the promotion and development of the Fort Bend Parkway during the term of this Agreement. The Association also shall provide a copy of any fiscal year-end audit to the District and the County upon completion of said audit during the term of this Agreement. All books and records of the Association shall be open to inspection by the District and County and the general public during normal business hours to the full extent required by the Open Records Act, Art. 6252-17a, TEX. REV. CIV. STAT. ANN. All meetings of the Association shall be open to the public and conducted in accordance with the provisions of the Open Meetings Act, Art. 6252-17, TEX. REV. CIV. STAT. ANN. Written notice of all meetings of the Board shall be given to the County Judge of the County and to the Commissioner for Precinct No. 2.

Section 2.07. Adequacy of Funds. The District recognizes that, at this time, the Association does not have funds available from any source other than the District to pay the cost of Segment I of the Fort Bend Parkway and has no funds available to pay costs associated with development of other segments of the Fort Bend Parkway beyond Segment I. The District also recognizes that if the funds the District provides the Association is not adequate to pay the Association's costs of the development of Segment I of the Fort Bend Parkway as set forth herein, the Association may not be able to complete its obligations under this Agreement unless additional funding is secured from some other source. Accordingly, the District agrees that it will not hold the Association liable in damages in the event the Association is unable to pay all of the costs associated with Segment I of the Fort Bend Parkway including the acquisition of land needed for right-of-way, outfall drainage and wetlands mitigation for the Fort Bend Parkway. This Agreement only places on the Association the burden to use its best efforts in accomplishing its obligations under this Agreement.

The Association agrees to use its best efforts to accomplish its obligations under this Agreement and will attempt to secure funds from other sources, including the Metropolitan Transit Authority of Harris County, the County, the City of Missouri City, the City of Houston and other private and public sources to enable it to pay the local share of the cost of developing the Fort Bend Parkway as envisioned in Minute Order No. 89978. The Association

recognizes that the District has no funds available other than the Available Funds. The Association agrees that it will not request the District for funds in excess of the Available Funds to complete the development of Segment I of the Fort Bend Parkway and that it will seek and solicit funding for any shortfalls from other sources.

Section 2.08. Review of District Invoices. The Association and District are aware that each have contracts with the same consultants for services relating to the development of the Fort Bend Parkway. The contracts provide for similar services to each entity. In order to coordinate payment to the consultants by the District with those paid by the Association and to avoid duplicate payment, the Commissioners Court has requested the Association to review and make recommendations with respect to the payment of the costs the District will incur in the development of the Fort Bend Parkway (including the payments to the consultants). The Association is willing to assist the Commissioners Court. The Association agrees that either the Board or a designated board member or members will review invoices submitted to the District for payment of costs associated with the development of Segment I of the Fort Bend Parkway and will make recommendation to the Commissioners Court and the District with respect to payment of same.

ARTICLE III

OBLIGATIONS OF THE DISTRICT

Section 3.01. Engineering Cost of Phase I of Segment I. The District agrees to pay all of the preliminary and final engineering costs of developing Segment I of the Fort Bend Parkway including the environmental assessment and the metes and bounds description of the land needed for the Parkway including that needed for drainage and environmental mitigation. Not by way of limitation, the District's costs shall include:

- a. Preliminary Surveys. Preliminary surveys or descriptions of all land needed for rights-of-way, outfall drainage or environmental mitigation.
- b. Preliminary Alignments. Required alternative alignment sketches based on available rights-of-way and environmental consideration.
- c. Initial Aerial Mapping. Initial aerial mapping for rights-of-way and land needs identification.
- d. Preliminary Drainage Studies. Preliminary review of the outfall drainage requirements to determine the drainage rights-of-way needed for the Fort Bend Parkway.
- e. Preliminary Sketches. Preliminary sketches to locate access ramps and service roads for landowner and Department approval.
- f. Environmental and Permitting. (1) The preparation of the preliminary and final environmental assessment document

in form acceptable to the Department and the Federal and State regulatory agencies; (2) the identification of any wetlands affected by Segment I of the Fort Bend Parkway and the development of an acceptable plan to mitigate any effects of Segment I of the Fort Bend Parkway on wetlands; and (3) activities associated with permitting the Fort Bend Parkway with Federal, State and local regulatory agencies or bodies.

- g. Final Drainage Report. Preparation of the final drainage report setting forth the plan for draining Segment I of the Fort Bend Parkway.
- h. Design of the Project. (1) Preparation of the preliminary design of Segment I of the Fort Bend Parkway including the preliminary and final intergraph schematics for Segment I; (2) performance of the final design of Phase I; and (3) preparation of the final design, drawings and schematics including cost estimates for the construction cost of Phase I of Segment I.
- i. Field Surveys. Performance of field surveys necessary to establish monumented horizontal and vertical project control points, aerial digital mapping panel points, rights-of-way limits and roadway centerline, and information necessary for final design of facilities to be included in the construction of Phase I.

- j. Soils Boring and Mapping. Performance of soils boring and final aerial mapping.
- k. Preliminary Plans and Final Construction Documents. Preparation of preliminary plans and final construction documents for roadway and outfall drainage facilities to be included in Phase I construction.
- l. Final Legal Descriptions and Maps. Preparation of the final approved parcel legal descriptions and right-of-way maps for all roadway and outfall drainage facilities and areas for wetlands mitigation.

Section 3.02. Completion of Existing District Contracts.

The District presently has contracts with Lichliter/Jameson & Associates, Inc., consulting engineers, Vinson & Elkins, attorneys at law, Masterson Moreland Sauer Whisman, Inc., financial advisors, and Tax-Tech, Inc., tax consultants, (the "Consultants") to perform services for the District with respect to the design and development of the Fort Bend Parkway, the issuance of bonds and the collection of its taxes. The District will cause the Consultants to continue to perform under the contracts that it presently has with the Consultants. Payments to the Consultants for these services will be made by the District out of the proceeds of Bonds. The District will continue to be invoiced directly by the Consultants for the legal, fiscal, engineering and other expenses pursuant to these contracts, and such Consultants will be paid directly by the District. The District agrees to cause the

Engineers to be available to the Association to assist it in developing Segment I of the Parkway and agrees to pay all fees and expenses of the Engineers incurred in assisting the Association.

Section 3.03. Cost of Phase I of Segment I. The District agrees to pay the Association's costs of developing Segment I of the Fort Bend Parkway including the Association's administrative costs and legal, fiscal and other costs and expenses up to a maximum of the District's Available Funds. Costs for the Segment I of the Fort Bend Parkway shall include, among other things, legal, fiscal and administrative fees and expenses of the Association including expenses associated with Board meetings, public and non-public meetings of the Association and the District and County officials, preparation of minutes, assistance to the District in tax collections, contract preparation and negotiation, directors' insurance and other fees and expenses of the Association in developing the Fort Bend Parkway. Not by way of limitation, the costs shall include:

- a. Public Hearings. Conducting public hearings required prior to commencement of the Fort Bend Parkway.
- b. Escrow Agreements. Preparation of Escrow Agreements where appropriate for rights-of-way parcels prior to conveyance to the Department.
- c. Negotiations. Negotiations with landowners, lenders, regulatory agencies, the resolution trust corporation, planners and attorneys for rights-of-way acquisition and

preliminary and final alignment of the Fort Bend Parkway including right-of-way required for ramps and facilities required to drain the project or mitigate for environmental impacts.

- d. Legal Documents. Deeds and other legal documents required to acquire rights-of-way and land for the Fort Bend Parkway.
- e. Document Execution, Title Insurance and Closing Costs. Costs associated with the preparation and execution of agreements with landowners concerning acquisition of the rights-of-way and land for the Fort Bend Parkway including all title policies and other legal requirements of the Department concerning the rights-of-way and land for the Fort Bend Parkway including any scenic easements, outfall drainage and mitigation areas.
- f. Meetings with Public Agencies. Meetings and negotiations with representatives of the Department, City of Houston, Missouri City, Harris and Fort Bend Counties, METRO, landowners and others concerning the development of the Parkway.

Section 3.04. Payment of Costs. The Association may initially pay its costs of Segment I and the District shall reimburse the Association its costs upon receipt from the Association of paid invoices. In lieu of paying costs and seeking reimbursement, the Association may present to the District invoices

for costs and seek payment from the District for these costs and thereafter make payment of the costs. All costs shall be reasonable and subject to review, audit and approval by the District. Invoices paid or presented by the Association or its consultants shall be in a form acceptable to the District.

The District agrees to make payment within thirty (30) days after the invoice is received by the District.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.01. Approval. Whenever this Agreement requires or permits approval or consent to be hereafter given by either party, such approval or consent shall be evidenced by a resolution adopted by the governing body of the party or by an appropriate certificate executed by a person, firm or entity previously authorized to determine and give such approval or consent on behalf of the party pursuant to an ordinance or resolution adopted by the governing body. The parties agree that no such approval or consent shall be unreasonably withheld.

Section 4.02. Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "notice") herein provided or permitted to be given, made or accepted by either party to the other must be in writing and may be given or served by depositing the same in the United States mail

post paid and registered or certified and addressed to the party to be notified, with return-receipt requested, or by delivering the same to an officer of such party, or by telecopy, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, 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. However, in the event of service interruption or hazardous conditions, neither party will delay remedial action pending the receipt of formal notice. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the Association, to:

The Fort Bend Parkway Association
c/o Lichliter/Jameson & Associates, Inc.
11111 Brooklet Drive, Suite 100
Houston, Texas 77099-3596
Attn: Bill Jameson

If to the District, to:

Fort Bend Parkway Road District
c/o Honorable Roy L. Cordes, Jr.
Fort Bend County Judge
P.O. Box 368
Richmond, Texas 77469

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right

to specify as its address any other address in Fort Bend or Harris County, Texas, by at least fifteen (15) days written notice to the other party.

Section 4.03. Regulatory Agencies. This Agreement shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, the Commission, and of any regulatory body having jurisdiction.

Section 4.04. No Additional Waiver Implied. The failure of either party hereto to insist, in any one or more instances upon performance of any of the terms, covenants, or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

Section 4.05. Captions. The captions appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be construed or given any effect in construing this Agreement, or any provisions hereof, or in connection with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

Section 4.06. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever

be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 4.07. Merger. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

Section 4.08. Construction of Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author this Agreement.

Section 4.09. Term. This Agreement shall be in force and effect from the date of execution hereof for a term of ten (10) years or until such time as both parties have performed all of the services and obligations required of the parties pursuant to this Agreement, unless this Agreement is otherwise previously terminated pursuant to some other term or condition of this Agreement.

AS PER ORIGINAL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, this 19 day of August 1991.

Attest:

FORT BEND PARKWAY ROAD DISTRICT

Anne Hilson
County Clerk
Fort Bend County, Texas

By: *Ray L. Lewis*
County Judge
Fort Bend County, Texas

(SEAL)

Attest:

FORT BEND PARKWAY ASSOCIATION

Chris R...
Secretary
Board of Directors

Paul F...
President
Board of Directors

(SEAL)

MINUTES OF REGULAR MEETING
OF
FORT BEND PARKWAY ASSOCIATION

April 11, 1991

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The Board of Directors of Fort Bend Parkway Association met in regular session, open to the public, on the 11th day of April, 1991, and the roll was called of the duly constituted officers and members of the Board of Directors, to-wit:

President	Clyde E. Jacks, Jr.
Vice-President	Louis Katz
Secretary/Treasurer	Charles G. Rencher
Asst. Sec./Treasurer	John M. Null

and all of said persons were present except Director Null, thus constituting a quorum.

Also present at the meeting were Bill Jameson and Costas Georghiou of Lichliter/Jameson & Associates, Inc.; Ron Drachenberg and Grady Prestage of Fort Bend County; and Robert R. Randolph and Grace Gardiner of Vinson & Elkins.

APPROVE MINUTES

The Board first considered approving minutes of the Association's February 14, 1991 meeting. After discussion Director Katz moved that the minutes be approved. Director Rencher seconded the motion which was approved by unanimous vote.

STATUS REPORT

The Board next received a status report on the project. Mr. Georghiou stated that schematics for the Parkway were ready to submit to the Highway Department for review within the next two weeks. He estimated that the schematics would be reviewed within

two months by the Highway Department. Director Jacks moved that the status report be accepted. Director Katz seconded the motion which was approved by unanimous vote.

CONTRACT BETWEEN FORT BEND COUNTY AND THE ASSOCIATION

The Board next received an update on the contract between Fort Bend County and the Association. Mr. Randolph stated that he was meeting with County officials during the next week to discuss the proposed contract.

REPLACEMENT DIRECTOR

The Board next discussed appointing a Director to fill the vacancy on the Board. Director Jacks stated he wanted to table discussion on the matter until all Board members were present.

INVOICES OF FORT BEND PARKWAY ROAD DISTRICT

The Board next discussed taking action regarding invoices and bills of Fort Bend Parkway Road District. Mr. Randolph explained that Fort Bend County wants the Association to review and approve invoices and make a recommendation on approval to the County. He stated the contract with Fort Bend County would address hiring of a bookkeeper and that payment of invoices would also be addressed in the contract.

Discussion ensued concerning the Directors' appointment by the Texas Highway Department, and Mr. Randolph stated that the Highway Department guidelines state that any contractor assumes risk of being paid because there are no funds available, and that they cannot bring any cause of action for non-payment.

The Board discussed appointing a subcommittee to review invoices and bills. The Board determined that Director Rencher and Director Null would review bills on behalf of the Association, and report at regular meetings.

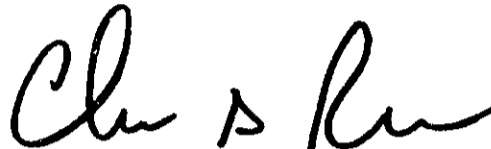
The Board discussed the fact the County Treasurer was administering funds for the project, and discussed receiving reports from the County Treasurer and Tax Assessor/Collector. Director Katz recommended that the Association write a letter requesting that the information be provided by the County to the Association's attorney and allow two Board members to make recommendations whether or not invoices should be paid by Commissioners Court, so that the entire Board of the Association would not need to approve invoices. Director Rencher stated he

would make a recommendation on behalf of the Board and then report to the Association at regular meetings.

FUNDING OPTIONS

The Board next discussed options between State Highway 6 and Grand Parkway and north of Beltway 8. Mr. Jameson stated that the engineers would review costs and options for the Parkway to tie in between State Highway 6 and Grand Parkway and north of Beltway 8. Mr. Georghiou then reviewed the map of the proposed roadway with the Board. Discussion ensued concerning the fact that the tie-in could be a joint project with the County, City, and METRO.

There being no further business to come before the Board, the meeting was adjourned.



Secretary, Board of Directors

(SEAL)

0169:4675
WP50\FOR807\MINUTES\4-11-91

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 3, 1995 UNDER AND BY VIRTUE OF CHAPTER 204, LOCAL GOVERNMENT CODE.

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 STRICT 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

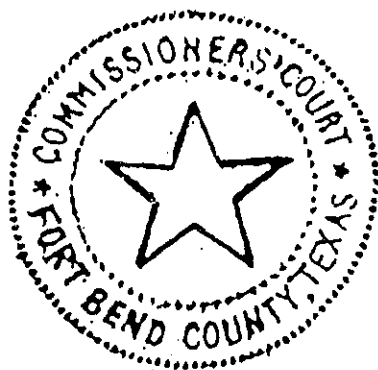
FILMED ON February 27th, 1995.

STARTING WITH FILM CODE NO. 94-Vol. 89-Pg.0563 ENDING WITH FILM CODE NO. 94-Vol. 89-Pg. 0828

CAMERA NUMBER 4666 OR 10545 REDUCTION RATIO 29X & *32X
(Circle one) *Large computer pages.

(SEAL)

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

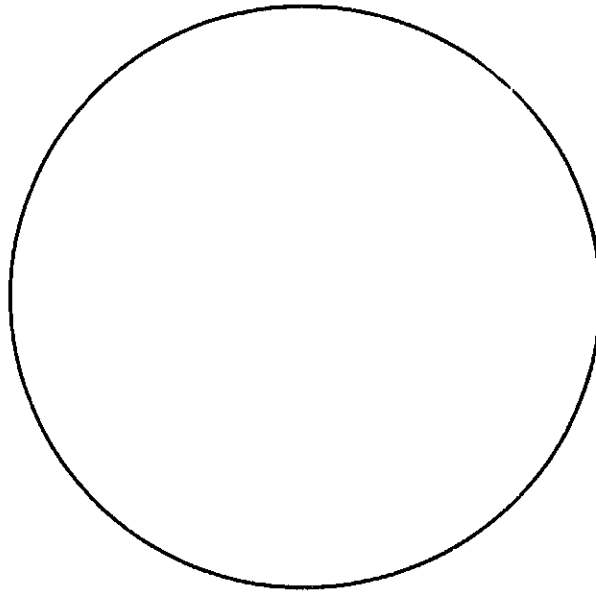


BY Betty Fulgham
Betty Fulgham DEPUTY

DENSITY TARGET

LFD MF10
(12/90)

IMAGE EVALUATION TEST TARGET (MT-2)



POINT SIZE
 4
 6
 8

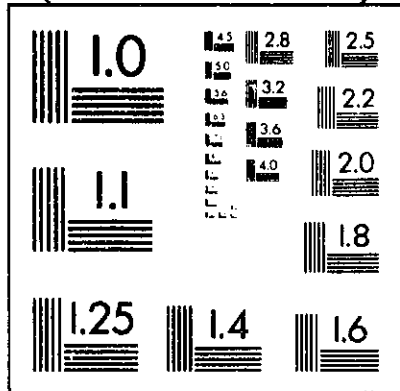
2xbiy Gmn0c
 Y5a5o Elt9g
 7n34a K2b8t
 D6fmh 9ss9d
 Wcuzl Llcdg
 6Y3sl Okjdg

FUTURA

NEWS GOTHIC

K2b8t Okjdg
 14 4ef8k Gmn0c
 12 Zlo6x Ge92
 7n34a 6Y3sl
 10 Y0r8j A7o7q
 Oelvf 2xbiy
 8 9ss9d Llcdg
 33q7n Elt9g
 6 4 Z35lg Hq47j Su1xi Y5a5

POINT SIZE



4 C P 90 N E A U S B Y M C Z U C D I Z E B B
 6 I Z C 6 B U S H 7 P P N 6 5 B 0 I K O G
 8 X M B B O H W E K H X Y A H Q S I D D S
 10 V I L N U M Z H S F X M B B O H W E K H
 12 6 F R K M E B 7 A U F U D W M B O O N F
 14 C 9 E 8 3 B I 8 A J Z 7 Q Y I O K J D G
 O z 7 h 9 B 5 e I P W o 8 n k 8 t i z x 1 4 C 9 E 8 3 B I 8 A J Z 7 Q Y I O K J D G

SERIF (BASKERVILLE) SIZE SANS SERIF (MICROFONT) POINT

150mm

9"

